



**GENERAL CONDITIONS FOR THE PROVISION OF ELECTRONIC COMMUNICATIONS SERVICES (CONSUMER CUSTOMERS) BY MEO** - Serviços de Comunicações e Multimédia, S.A., with head office in Av. Fontes Pereira de Melo, n.º 40, 1069-300 Lisboa, registered at CRC L under the single registration and incorporation number 504 615 947, with a share capital of €10,000,000.00 and customer support numbers:

**Customer Area at [mymeo.pt](https://mymeo.pt)**

Online management of the services provided to you 24/7 in a comfortable and secure way.

**Customer service and invoicing**

961 001 620 - Call to the mobile network according to your tariff, both in Portugal and in roaming.

16 200 - Free call for automated attendant, sales, and technical support from MEO network. Personalized service for other matters, 20 cents per minute for tariffs that include calls for MEO network, or the cost of a call for MEO network in the remaining cases. Maximum value charged per call of €2. From other networks, 50.9 cents per minute with a maximum value of €5.94 per call.

**Technical support**

213 580 144 - Cost of the call to the fixed network, in accordance with your tariff, both in Portugal and in roaming.

16 209 - From MEO network, free call for automated attendant, sales, and technical support. Personalized service in other matters, 20 cents per minute for tariffs that include calls for MEO network, or the cost of a call for MEO network in other cases. Maximum value charged per call of €2. From other networks, 50.9 cents per minute with a maximum value of €5.94 per call.

**Information on roaming services**

961 000 083 - Free call

12 083 - Free call

**Portability support**

800 962 029 - Free call

VAT at 23% must be added to the amounts shown herein.

**1. OBJECT**

1.1. These General Conditions, the Subscription to Electronic Communication Services Form ("the Form"), when applicable, the Contract Summary and the Commercial Conditions, are intended to regulate the terms and conditions that govern the provision to the customer, by MEO – Serviços de Comunicações e Multimédia, S.A. ("MEO"), of the electronic communication services and specific services [hereafter "service(s)"] made available, at all times, in its portfolio.

1.2. Each service is governed, furthermore, by Specific Conditions that aim to regulate the terms and conditions exclusively applicable to the provision of said service, that will, after subscription by the customer, be part and parcel of these General Conditions.

1.3. In case of conflict of interpretation, the provisions of the General Conditions will prevail over what is stipulated in the Specific Conditions for the provision of electronic

communications services by MEO, that are part and parcel of this contract.

**2. SUBSCRIPTION**

2.1. The subscription of a service, which can be made in person, at home or remotely, by any means (phone, internet or other), presumes the prior knowledge and acceptance, by the customer, of the provisions in these General Conditions, the Specific Conditions applicable, as well as the Commercial Conditions and Contract Summary.

2.2. The date of subscription to these General Conditions, as well as the Specific Conditions applicable to the service(s) in question, corresponds to the date of subscription of the present and the Contract Summary, without prejudice to the provisions of the following paragraph.

2.3. In case MEO cannot proceed with the installation and/or activation of any service, for reasons not attributable to MEO or by technical impossibility, the subscription of the Specific Conditions will cease after the customer is informed of this fact, and no compensation whatsoever will be due because of it.

2.4. The service(s) requested by the customer, upon valid request, subsequent to the first subscription request, will be a part of the contract, which will therefore be considered modified accordingly.

2.5. The types of services offered, the communications covered, and the use of the plafond associated with each tariff are set out in the specific Commercial Conditions and in the Contract Summary and can be consulted at [meo.pt](https://meo.pt) or by contacting the customer support lines identified in the contract, including, in the case of roaming services, the customer support lines for information on roaming services.

2.6. Customers with disabilities may notify MEO of their condition, and must, in such case, (i) provide documentation evidencing the disability, and (ii) if they so wish, indicate their preferred format for receiving communications, notifications, and invoices addressed to them.

2.7. Customers with disabilities may, at any time, appoint a representative for the purposes of managing the contractual relationship. For this purpose, the customer may submit the request for appointment of a representative via the customer area, in writing to the contacts identified at the beginning of this contract, or at a MEO store.

2.8. The request to be submitted by the customer for the appointment of a representative must (i) identify the representative and their preferred contact details, and (ii) include proof of identification of the representative.

**3. EQUIPMENT**

3.1. The customer can only use and connect to the electronic communications network, endpoint equipment ("equipment") that comply with the applicable legal requirements.

3.2. The equipment can be made available, depending on the services to be subscribed, by purchase, loan, hire or lending, wherein:

- a) In case of purchase, the equipment will become the customer's property as of the date of payment of the corresponding invoice;
- b) In case of loan, hire or lending, the equipment will remain the property of MEO, and the customer must keep it in a perfect condition, in the place it was installed in and/or use it adequately, solely and exclusively for the purposes set out in the corresponding Specific Conditions, refraining from lending it, making it available to others or introducing changes.

3.3. In the case referred to in bullet a) of the preceding paragraph, MEO shall grant the customer an equipment warranty, under the terms of warranty provided by the respective manufacturer or its components, in accordance with the law. The period of the compliance warranty of the equipment will not be inferior to the legally established periods, therefore the minimum warranty period will be of 3 (three) years for new or reconditioned equipment and of 18 (eighteen) months for second-hand equipment, as of the date of the delivery of the equipment to the customer.

3.4. In the case referred to in Condition 3.2 bullet b), the customer undertakes to compensate MEO for any losses suffered in the event of loss, theft or destruction of the material and the equipment, as well as of the damages not resulting from normal use, except for reasons of force majeure, in which case the risk is borne by MEO.

3.5. The customer must immediately notify MEO of any loss, theft, or disappearance in any other form of the equipment property of MEO, and in the event of theft to present proof to MEO that the competent authorities were notified.

3.6. The customer expressly recognizes and accepts that, in case of rental or lease of the equipment, the repair of any malfunction may require the replacement of the equipment by another that is technically equivalent.

3.7. Taking into account the specific service contracted, the customer undertakes to deliver, within 30 (thirty) days after the termination of the service, in any MEO store, the loaned equipment in perfect condition, except for deteriorations resulting from the normal and diligent use thereof.

3.8. In the event of non-compliance with the provisions of the preceding paragraph, MEO reserves the right to invoice the customer for compensation equivalent to the value of the nondelivered equipment.

3.9. Whenever, by reasons of malfunctioning or of technical order, it is necessary to undertake the replacement of an equipment property of MEO or the repair of an equipment property of the customer, MEO will not take responsibility for the contents that such equipment may store, which shall be permanently deleted.

3.10. MEO takes no responsibility for the unavailability of the service, whatever its duration, due to i) a fact attributable to the customer, ii) modification works on the installation that, being necessary and considering its scope of execution, prevent the access to the service during the execution of said work, or iii) malfunctioning of equipment of which MEO is not the owner.

#### **4. SUSPENSION OF SERVICE**

4.1. The provision of any electronic communication services may not be suspended without the adequate notice, except in the event of unforeseeable circumstances or force majeure.

4.2. Without prejudice to the provisions of Condition 21.4 bullet c) of the General Conditions, MEO must suspend the provision of the electronic communication services in the event of non payment of the respective invoice(s), after written notice, by letter, e-mail or SMS (whenever this means proves to be adequate to transmit the entire content of the communication) to the contacts made available by the customer, with an advance of 30 (thirty) days, with the customer being warned as to the reason of the suspension and of the means at his/her disposal to avoid it and to resume the provision of the service, observing in the latter case, namely, the provisions of Condition 9, as well as regarding the automatic termination of the Contract, in accordance with Condition 17.2.

4.3. Without prejudice to the provisions of Condition 4.2 and Condition 21.4 bullet c) of the General Conditions, in the event of non-payment of the invoices, MEO can suspend, immediately, in whole or in part, the access to specific services, i.e., the access to services not conforming to the scope of the electronic communication services, such as value-added services, audio and video contents, interactive services and other services of identical nature.

4.4. The provision of an electronic communications service can only be suspended in the event of non-payment of another service if those services are functionally inseparable.

4.5. MEO can also suspend, in whole or in part, the provision of any service in the following cases:

- a) The use of the service(s) in a context of illegal activities;
- b) Wrongful and serious violation of the contractual obligations;
- c) Fraud situation;
- d) Whenever the customer reaches an established consumption cap for the communications and/or specific services, under the terms set out in Conditions 9.4 and 9.5, after an adequate written notice, namely by letter, e-mail, SMS (whichever means proves to be more adequate to the transmission of the full content of the communication) or voice broadcasting system to the contacts made available by the customer, with the customer being warned as to the reason of the suspension and of the means at his/her disposal to avoid it and to resume the provision of the service.
- e) Abusive use of the service, after an adequate written notice, namely by letter, e-mail, SMS (whichever means proves to be more adequate to the transmission of the full content of the communication) or voice broadcasting system to the contacts made available by the customer, with the customer being warned as to the reason of the suspension and of the means at his/her disposal to avoid it and to resume the provision of the service.

4.6. Without prejudice to the provisions in the preceding paragraphs of this Condition and of MEO's right to charge interests for late payment in accordance with Condition 13.3 of the General Conditions, failure by the customer and by

reasons attributable to him/her, to fulfil the obligation to pay the invoices on time, grants MEO the right to charge a compensation of up to € 5 (five euros) for each occurrence.

4.7. Without prejudice to the provisions in the preceding paragraphs of this Condition, should the provision of services be suspended, the resuming of one or more services subscribed by the customer, is subject to a price fixed in the tariff in force for the respective service, which forms an integral part of the Specific Conditions of the respective service and can be consulted, at any time, at [meo.pt](http://meo.pt).

## **5. ACCESS, USE AND SECURITY OF THE SERVICE**

5.1. The services have coverage throughout the national territory, being provided on a regular and seamless basis, unless otherwise stated in the Specific Conditions. The coverage areas for the services provided by MEO are those set out in the information published on

[em.meo.pt/coberturafibra](http://em.meo.pt/coberturafibra) and [em.meo.pt/cobeturamovel](http://em.meo.pt/cobeturamovel).

5.2. Without prejudice to the provisions of paragraph 1 of this Condition, MEO ensures the quality-of-service levels that are Stipulated in the respective Specific Conditions.

5.3. MEO undertakes to publish and make available to the end users clear, comparable, complete and up-to-date information about the quality-of-service offered, in compliance with the quality parameters of the services to be measured and of their content, with the format and manner of publication of the information to be defined by ANACOM.

5.4. The conditions for accessing and using the services are as follows:

- a) Subscription in person, at home or remotely of the present General Conditions, their applicable Specific Conditions, the Contract Summary, and Commercial Conditions.
- b) Compliance with the regulations on the installation of telecommunication infrastructures in buildings, where applicable;
- c) Provision of guarantee, respective reinforcements, and advance payments, when required, under the terms of Condition 9;
- d) Use of the service(s) in accordance with the legal and regulatory provisions in force;
- e) Use of the service(s) for personal use, which may not be transferred to third parties or used for commercial operation. In case of a mobile internet service with unlimited traffic, use must also be made, at all times, on a single end point equipment chosen by the customer;
- f) To respect the intellectual property rights, or any other rights, of the content that may be accessed to, by not making an unlawful or unauthorised use thereof.
- g) To inform MEO, immediately, of the loss, theft, or robbery of the service access card, with MEO undertaking to deactivate it within 48 hours, as of the customer communication, with the latter being responsible for all amounts due up to the date of receipt of the deactivation request.

5.5. The customer is responsible for the use of the service(s), which, even if carried out by third parties, with or without the customer's authorisation, will be presumed, for all contractual and legal purposes, to have been carried out by the customer.

5.6. MEO reserves the right to monitor the use of the service and, if needed, to refuse access or deactivate service access cards coupled to an interface, when it considers that its use will jeopardise the security and integrity of the network, cause harmful interferences or deteriorate the quality of the network service or its functioning, or in the event of situations of conversion, in any form, of traffic originating from the national or international fixed networks or, also, of IP voice traffic into mobile voice traffic destined for the MEO mobile network.

5.7. Access to services supported by the mobile network assumes the use by customers of equipment and SIM or eSIM cards [hereafter "SIM card(s)"] compatible with the technology used by MEO, at all times, and that fulfil the essential requirements suitable for connection to the MEO network available at each location and which can be consulted at [em.meo.pt/cobeturamovel](http://em.meo.pt/cobeturamovel).

5.8. MEO cannot be held responsible for changes to the technical requirements of the equipment indicated in the preceding paragraph which occur as a result of market developments and advances on the technology that supports the service contracted under this contract.

5.9. If, for a reason not attributable to the customer, any of the services provided by MEO remains unavailable for a period of more than 24 (twenty four) hours, consecutive or cumulative per invoicing period, MEO shall, regardless of the customer's request, credit the amount equivalent to the price that would have been due by the customer for the provision of the service in question during the period in which it remained unavailable.

5.10. The period of 24 (twenty-four) hours referred to in the preceding paragraph is counted from the moment the situation of unavailability of the service is known to MEO or is communicated by the customer.

5.11. The customer shall have the right to be reimbursed for any costs incurred as a result of the unavailability of the service for which he is not responsible.

5.12. The deduction or reimbursement to which the customer is entitled will be made by credit on the next invoice to be issued by MEO or, if the contractual relationship has ended without such credit having been processed, by reimbursement by any direct means, namely bank transfer or cheque, within 30 (thirty) days of the date of termination of the contract.

5.13. For the purposes of the preceding paragraphs, in the event of contracting electronic communication services in bundle with a mobile service, the price to be considered for the purpose of calculating the value of the credit will be ascertained in accordance with the following:

- a) In the event of unavailability of the fixed services: the monthly fee of base bundle minus (i) all associated discounts and (ii) the amount equivalent to the monthly fee for an additional card, for each mobile card associated with the bundle;
- b) In the event of unavailability of the mobile services: the monthly fee for an additional card, for each mobile card associated with the bundle;

5.14. Service unavailability which, after being reported to MEO, extends for a period of more than 15 (fifteen) days, grants to the customer the right to terminate the contract free of charge.

5.15. Should a security incident, threat, or vulnerability not attributable to the customer occur in the course of the provision of services and MEO fails to respond adequately thereof, MEO undertakes to compensate or reimburse the customer in accordance with the general terms of the law.

## **6. COMMUNICATIONS BARRING**

6.1. MEO guarantees to the customer the barring of access to value-added services based on sending a message (including SMS or MMS). Access to services that involve sending more than one message or sending messages on a periodic or continued basis (numbers started with 62xxx) or with erotic or sexual content (numbers started with 69xxx), as well as access to audiotext services, are barred by default and can only be activated, generically or selectively, at the customer's valid request. Access to services 61 - Donations and 68 - Others, as well as to international services of similar nature are not barred by default, although the customer can request their barring at any time. Activation or barring requests can be made via the Customer Area at [mymeo.pt](http://mymeo.pt) or at a MEO shop.

6.2. MEO will bar the usage of data communications made in roaming when the customer reaches the monthly limit of € 50 (excluding VAT), in communications within the European Economic Area or outside of it, under the terms of "(EU) Regulation no. 2022/612, of 6 April" ("Roaming Regulation"), or other applicable legislation.

6.3. The customer may choose a limit other than that mentioned in the preceding paragraph or inform MEO, after receiving the barring alerts, of the intention to continue using the data services during that month. The customer may also, at any time, withdraw from the reception of barring alerts in said communications.

6.4. In the event that the customer has not chosen said option and informed MEO in accordance with the preceding paragraph, whenever the customer reaches a monthly value of more than € 100 (excluding VAT), in data communications within the European Economic Area or outside of it, MEO will communicate this situation to the customer, informing him/her of the procedure to be considered if the customer wishes to maintain the roaming service active, as well as of the costs to be borne by the customer for each additional unit of usage. In the absence of a response from the customer to the communication received, as required therein, MEO will immediately cease to provide and charge for data services in roaming, unless the customer requests continuation by the end of the current month.

6.5. MEO reserves the right to set a monthly cap value for roaming communications, per card, which will always be available in [meo.pt](http://meo.pt). The verification and application of said limit by MEO can be made according to approximate values of the customer's actual traffic and not the exact value of his/her communications. In the event that the cap value is

reached by the customer, MEO will bar the roaming service until the end of the current month.

6.6. For the purposes of this Contract, a roaming service is understood to be a service that allows the customer to use the endpoint equipment abroad, in order to make or receive voice calls, send or receive data (including SMS, MMS and internet access) or access to other functionalities associated with the service, in accordance with the conditions set out in Annex V.

6.7. MEO reserves the right to bar certain destinations, in the event of fraud.

## **7. MAINTENANCE, REPAIR AND CONFIGURATION**

7.1. MEO shall ensure the maintenance and repair of infrastructures and of the materials and equipment it owns used in the provision of the service(s).

7.2. Without prejudice to the provisions of the following paragraph, MEO may use the equipment it owns associated with provision of the service(s) for access by third parties to the internet, ensuring the continuity of the quality of the provision of the service contracted by the customer.

7.3. The customer may object to the use of the aforementioned equipment for access by third parties to the internet, by communicating this to MEO, using appropriate means, in which case MEO will prohibit access to equipment that provides this functionality.

7.4. Whenever for the purposes of paragraph 1, it is essential to access the installation site, MEO shall agree with the customer the date and time period during which it will carry out the maintenance or repair.

7.5. The customer, once notified of the planned and agreed displacement, is obliged to allow access to MEO, in order to ensure the maintenance and repair of the infrastructures, materials and/or equipment.

7.6. Whenever it proves convenient to optimize the browsing experience and improve the connectivity conditions or due to maintenance operations, MEO may remotely modify the respective technical configurations.

7.7. MEO cannot be held liable for damages or malfunctioning of services or lack of maintenance and/or repair of the communication infrastructures and equipment, if the interventions aimed at the maintenance and/or repair are not carried out due to cause attributable to the customer, namely when access to its facilities is not possible.

7.8. Whenever MEO carries out an intervention at the customer for purposes of maintenance or repair due to malfunction or failure in the operation of the services, the costs of the intervention, including travel(s), shall be borne by the customer, whenever the malfunction is directly or indirectly attributable to the customer, or to the users of the service, and cannot be considered consequence of a lawful, normal and diligent use of the service and/or equipment. The costs of the interventions caused by malfunctioning of equipment that is property of the customer will always be borne by the customer, except during the equipment's warranty period and provided that the interventions carried out are covered by the equipment's warranty conditions.

## **8. PERMANENT CUSTOMER SERVICE**

In the event of malfunctioning or failure of the service, the customer must contact MEO, through the contacts made available at [meo.pt](https://meo.pt), that is in operation 24/7.

## **9. GUARANTEES AND ADVANCE PAYMENTS**

9.1. MEO may require guarantees to be provided or reinforced if, following suspension of the service due to non-payment by the customer of the respective invoice(s), the service is re-established without the outstanding amount being regularised, with the value of the warranty being set by ANACOM.

9.2. The guarantees provided for in this Condition, as well as the respective reinforcements, may be provided in cash, cheque, electronic transfer, bank guarantee or insurance bond. Within a maximum of 30 (thirty) days as of the date of cancellation of service, and if the guarantee has not yet been released because the conditions set out in the preceding paragraphs have not been met, MEO shall refund the customer with the value of the guarantee provided, minus any amounts due.

9.3. MEO may, alternatively and cumulatively with the provisions of the preceding paragraphs, define generic or specific caps to the communications to be carried out by the customer or within the scope of the use of specific services, which are communicated to the customer at the time of subscription or during the course of the contract, via one of the means set out in Condition 15, in which case the provisions of Condition 21 shall apply. These caps can be consulted at [meo.pt](https://meo.pt).

9.4. In the event that the customer reaches the above-mentioned communication caps, MEO reserves the right to demand a) Payment in advance of the value corresponding to the usage already made; and/or b) Adherence to the DDS payment method.

9.5. In the event that the customer does not adhere to the DDS, according to bullet b) of the preceding paragraph, MEO reserves the right to, with appropriate notice, suspend the access to the communications or specific services in question.

9.6. In the event of suspension under the terms of condition 9.5 above, the access to the communications or specific services in question shall be restored within 2 (two) working days of the date of subscription, by the customer, of the DDS or after full payment of the values corresponding to the usage made, as the case may be.

9.7. Without prejudice to the provisions of the preceding paragraphs, MEO reserves the right to request payment, by the customer, of an amount, as advance payment, corresponding to 3 (three) monthly fees of the contracted bundle/tariff, plus, if applicable, the total amount of the equipment to be supplied by MEO within the scope of the service. This advance payment will be credited in the customer's account.

## **10. REGISTRATION IN A SHARED DATABASE**

10.1. In the event of non-compliance with the obligation to pay the invoices relating to the provision of services, MEO hereby informs the customer that:

- a) The customer's personal data can be included in a shared database, created in accordance with the law, which makes it possible to identify the customers that have not fulfilled this obligation;
  - b) The data mentioned in bullet a) is limited to the elements that are absolutely essential to identifying the non-compliant end-users;
  - c) The registration of the customer's personal data in the above-mentioned database is only admissible in the event that the debt is equal or greater than 20% of the national minimum wage;
  - d) If the customer so wishes, the breach of contract can be remedied by the payment of the amount owed via the means made available by MEO or proof that the debt is unenforceable or inexistent, MEO being obliged to notify the customer of that possibility with at least 5 (five) working days before the date of inclusion in the shared database.
- 10.2. If data is included in the share database, the customer will be notified within 5 (five) days of said inclusion.
- 10.3. In the case referred to in the preceding paragraph, MEO guarantees the customer the right to access, rectify and update his/her data, as well as the immediate deletion from the aforementioned database, once the debts in question have been paid, once it is demonstrated that they are unenforceable, namely due to the respective statute of limitations, or when their value is lower than that mentioned in Condition 10.1, bullet c).

## **11. PRICING**

11.1. The prices to be paid by the customer, namely, and if applicable, for national, international and roaming communications, monthly fees, the transfer or sale of equipment and the re-establishment of the service, correspond to those set out in the Commercial Conditions available at [em.meo.pt/condicoes](https://em.meo.pt/condicoes) and in the Contract Summary, which are made available to the customer at the moment of subscription and that are part and parcel of the Specific Conditions of the respective service.

11.2. The customer may obtain up-to-date information on the price applicable to the service(s), via the sites and contacts mentioned in the applicable Specific Conditions.

11.3. In the period between January and March of each year, upon prior notification to the customer, via the written means set out in Condition 15, MEO may increase the monthly fee for the contracted service(s) and/or tariff(s), which shall be calculated on the basis of the Consumer Price Index for the full calendar year immediately preceding that in which the increase takes place, as published by the Portuguese National Institute of Statistics (INE), in January of that year, or in the amount of up to 1 Euro, including VAT.

[The following wording, regarding condition 11.3., will be applied to mobile services (contract model C/1002621), replacing the abovementioned: "11.3. In the period between January and March of each year, upon prior notification to the customer, via the written means set out in Condition 15, MEO may increase the monthly fee for the contracted service(s) and/or tariff(s), which shall be calculated on the basis of the Consumer Price Index for the full calendar year

immediately preceding that in which the increase takes place, as published by the Portuguese National Institute of Statistics (INE), in January of that year, or in the minimum amount of 50 cents, including VAT].

## **12. INVOICING**

12.1. The customer is entitled to receive monthly invoices free of charge, on paper or electronically, depending on the means chosen by the customer, with such invoices including the minimum level of detail defined by ANACOM, to which may be added, at the customer's request via the contacts mentioned in these conditions, and depending on the services contracted, details of communications (with the exception of the Fixed Broadband Internet service) and details of video club usage.

12.2. Without prejudice to the information already provided on the invoice under the terms of the law, MEO undertakes to issue the invoice(s) relating to the service(s) provided in accordance with the previous paragraph.

12.3. The customer has the right to pay and be discharged for only part of the services listed on the invoice unless the services are functionally inseparable.

12.4. The monthly fee, where applicable, is due from the date of commencement of provision of the Service. In the month in which provision of the Service begins, the monthly fee, where applicable, will correspond to the proportional value of monthly fee for the Service calculated depending on the number of days the Service was provided for in that month.

## **13. METHOD AND TERM OF PAYMENT**

13.1. The customer undertakes to settle invoices on time and in accordance with the terms indicated therein.

13.2. The price of installation or activation of the service(s) or purchase of equipment, when due, will as a rule be included in the first invoice to be sent to the customer for the service in question.

13.3. Interests for late payment at the legal rate in force, in accordance with article 102 paragraph 3 of the Portuguese Commercial Code, shall be charged on the amounts owed that are not paid on time.

## **14. RESPONSIBILITY**

14.1. MEO shall not be liable for any loss or damage arising from non-fulfilment or defective fulfilment of contractual obligations when not attributable to fraud or gross negligence, and shall not be liable in particular for:

- (i) Damage caused by the fault of the customer, other users of the service or any third party not employed by MEO, or
- (ii) Non-fulfilment or defective fulfilment of contractual obligations resulting from compliance with judicial decisions or decisions of administrative authorities, or
- (iii) Non-fulfilment or defective fulfilment of contractual obligations resulting from the occurrence of situations of force majeure, i.e. situations of an extraordinary or unforeseeable nature, external to MEO and which cannot be controlled by MEO, and which prevent or impair the fulfilment of contractual obligations.

14.2. MEO guarantees that the electronic communications networks used to provide the services meet the necessary

and appropriate requirements for the security of the provision of the services and of the network itself, although it cannot guarantee their inviolability by unauthorised third parties. In the event that MEO devises technical solutions designed to avoid the risk of inviolability, it will inform the customer of such solutions and of their likely costs.

## **15. COMMUNICATIONS AND CITATIONS/LEGAL NOTICES**

15.1. All communications from MEO to the customer may be made by any means or contact provided by the customer to MEO, such as postal address, e-mail address, automatic voice message broadcasting system and SMS (whenever this means proves to be adequate to the transmission of the full content of the communication), and, additionally and when applicable, via the screen of the equipment used by the customer. MEO may also communicate with the customer via invoice.

15.2. In the event that the customer wishes to contact MEO, he/she may do so using the contact details provided on [meo.pt](http://meo.pt).

15.3. Citations and legal notices for the customer shall be sent to the address given at the moment of subscription, and the customer shall be obliged to notify MEO in writing of any change to this address.

15.4. In the event of distance or off-premises contracting, the customer may contact MEO via a communication sent to the following e-mail address: [apoio@meo.pt](mailto:apoio@meo.pt).

## **16. PERSONAL DATA AND OTHER INFORMATION**

16.1. The personal data identified by the customer upon subscription of the service, including in the Form, when applicable, being mandatory, is indispensable for the provision of services by MEO. The personal data provided by the customer, in accordance with the provisions of the applicable legislation, shall be processed and stored in computerised form and shall be processed by MEO within the scope of the contractual relationship with the customer and also, in the event of authorisation by the customer, under the terms set out in paragraph 4 of this Condition, for the purpose of marketing communications and commercialisation of services and/or products, including by means which allow messages to be received independently of the intervention of the recipients and/or MEO.

16.2. Customer data will be processed by MEO in accordance with the applicable legislation, whenever it proves necessary for a specific provision of services. For communication and invoicing purposes, traffic data will be processed for a maximum period of 6 (six) months from the date of registration. The customer's geographical location, profile and/or usage data will be processed insofar as they are essential for the provision of the contracted services and for the duration of the provision, enabling access, in particular, to specific features of the services, content suggestions, proximity information services, and may be subject to the existence of automated decisions.

16.3. Traffic data, geographical location, profile and/or consumption of the Customer shall mean:

16.3.1. Traffic data: any data processed for the purpose of sending a communication via an electronic communications

network or for the purpose of its invoicing, such as the subscriber's number or identification, address and type of station; total number of units to be charged for the counting period, as well as the type, start time and duration of communications or the volume of data transmitted; date of the communication or service and number called; other information relating to payments, such as advance payments, instalment payments, disconnections and warnings;

16.3.2. Location data: any data processed in an electronic communications network or within the scope of an electronic communications service that indicates the geographical position of the terminal equipment of a user of a publicly available electronic communications service;

16.3.3. Usage or profile data: data resulting from subscription and use of the services, through the functionalities that are part of them, such as viewing television channels and using additional services and other entertainment or information services.

16.4. In the event of authorisation from the customer to MEO, granted in this contract or in a future moment, the customer's traffic, geographic location, profile, or usage data will also be processed for the purpose of marketing communications and the commercialisation of products and services, including personalised commercial offers.

16.5. In accordance with the respective legal authorisation:  
16.5.1. MEO shall keep the recordings of telephone calls for the entire agreed period of validity, initial or successive, plus the corresponding limitation and expiry period, for the purpose of providing commercial transactions or any communication made within the scope of the contractual relationship.

16.5.2. MEO may record the communications made to the Customer Service, for purpose of monitoring the quality-of-service, the recording of which shall be kept for the legally prescribed period.

16.6. In accordance with the applicable legislation, the customer is granted, at any time, the right to access, rectify, update, limit and delete personal data (except for data that is indispensable to the provision of services by MEO or for the fulfilment of legal obligations to which the controller is subject), the right to withdraw consent, without compromising the lawfulness of the processing carried out, based on the consent previously given, the right to object to the use of the data for commercial purposes by MEO, as well as the right to data portability, which the customer can do, upon written request, via the Customer Area, at MEO shops or other means and contacts made available by the entity responsible for processing personal data, MEO - Serviços de Comunicações e Multimédia, S.A, with head office Av. Fontes Pereira de Melo, n.º 40, 1069-300, Lisboa or to the data protection officer, via the email address [dpo@meo.pt](mailto:dpo@meo.pt).

16.7. The omission or inaccuracy of personal data or other information provided by the customer is the customer's sole responsibility.

16.8. Without prejudice to the provisions governing the validity, formation or effects of a contract in relation to a child, with regard to the direct provision of information society

services, processing is only lawful if and to the extent that consent is given or authorised by the holders of parental responsibility for the children, when they are under 16 years of age, unless another age is established by national legislation.

16.9. The customer may submit complaints to the supervisory authority, currently the Comissão Nacional de Proteção de Dados (CNPd).

16.10. MEO may communicate the customer's personal data for the purpose of complying with legal obligations, namely to police, judicial, tax and regulatory bodies.

16.11. Third parties which, in the scope of the provision of services, process the customer's personal data in the name and on behalf of MEO, are obliged, in writing, to implement appropriate technical measures which, at all times, meet the requirements of the legislation in force and ensure the defence of the rights of the data subject (namely, the protection of the privacy and personal data of the customers).

16.12. The customer, and if applicable, as sole holder of this contract entered into with MEO, declares, in relation to any personal data of users of the services, that he has provided said users with all the information necessary and mentioned in this clause. Likewise, the customer, and if applicable, as sole holder of this contract entered into with MEO, declares, in relation to any personal data of users of the services necessary for the purpose of marketing communications and commercialisation of services and/or products, including by means which allow messages to be received independently of the intervention of the recipients and/or MEO, that he/she has previously obtained from them the necessary consents for the purpose of the provisions of this clause, as well as that he/she has provided said users with all the information necessary and indicated in this clause.

16.13. The provisions of the preceding paragraph shall also apply whenever, during the performance of this contract, there are other users with access to the services.

16.14. MEO has a Personal Data Protection Policy published at <https://institucional.meo.pt/politica-privacidade>, which contains information on the protection of personal data and the identification of measures aimed at adequate protection and security against associated risks.

16.15. Should MEO decide to adopt, in accordance with the law, traffic management policies with the aim of optimising the use of its services for reasons of technical quality, these will not interfere with the protection of the customer's personal data.

## **17. TERMINATION**

17.1. With the exception of the case provided for in the following paragraph, a definitive non-compliance of contractual obligations shall entitle either party to terminate the Contract, after giving 8 (eight) days' notice, without prejudice to the penalty to which said breach may give rise.

17.2. In the event that the customer, in the case of being a consumer, does not regularise the amounts owed, 30 (thirty) days after the date of suspension of the service under the terms of Condition 4.2. of the General Conditions, the Contract shall be considered automatically terminated.

17.3. When the service is subscribed by means of distance contracting, the customer, if he/she is a consumer, may exercise the right of withdrawal, without any compensation being required, within 14 (fourteen) days from the date of adherence to the contractual conditions. When the service is subscribed to at the customer's home or during a visit organised by MEO, or by its representative or agent, outside the respective business premises, the customer may exercise the right of withdrawal within 30 (thirty) days from the date of subscription to the contractual conditions. The exercise of the right of withdrawal must be carried out by means of a notice of withdrawal, via an unequivocal statement addressed to MEO, using the form indicated below.

17.3.1. Whenever the provision of the service begins, at the customer's request, during the period for exercising the right of withdrawal, the customer shall be obliged to pay MEO the amount proportional to the service provided up to the moment of communication of the withdrawal, including the value of the installation and activation, if applicable.

17.3.2. There is no right of withdrawal whenever the provision of the service begins, at the customer's request, during the period for exercising said right and the customer recognises the respective termination at the time of installation and/or activation of the service.

Draft of right of withdrawal form (only to be filled and returned to cancel the contract);

- To [insert the name, geographical address, and e-mail address of the professional]:

- I/we hereby give notice (\*) that I/we are withdrawing (\*) from my/our (\*) contract of sale for the following goods/for the provision of the following service (\*)

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

- Name of consumer(s)

- Address of consumer(s)

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

(\*) Cross out what does not matter.

17.3.3. In the event that the right of withdrawal is exercised, the customer shall bear the cost of returning the goods and equipment delivered by MEO.

17.4. If a loyalty period is still in place, the customer may terminate the contract, without any charges related to non-compliance with the loyalty period (except for MEO's right to charge for the services provided until the termination takes effect), in the following situations and in compliance with the other requirements identified in article 133 of Law no. 16/2022, of 16 August, in its current wording:

a) Change of the customer's permanent place of residence, if MEO cannot ensure the provision of the contracted service or an equivalent service, namely in terms of characteristics and price, at the new address;

b) Unforeseeable relocation of the contract holder's permanent home to a third country;

c) Unemployment of the customer holding the contract, due to dismissal at the initiative of the employer for reasons not attributable to the customer holding the contract, which

results in a loss of the monthly disposable income of the customer holding the contract;

d) The customer's permanent or temporary incapacity for work of more than 60 (sixty) days, namely in the event of illness, which implies a loss of the customer's monthly disposable income.

17.5. The right of termination provided for in the preceding paragraph must be exercised by the customer by means of a written communication, including by e-mail, addressed to MEO, at least 30 days before the date on which the termination takes effect.

## **18. TERM, EARLY TERMINATION AND CANCELLATION**

18.1. These General Conditions take effect on the date of subscription or, for Services involving installation, on the date of installation, whichever is the later. If a loyalty period is associated with the contract (defined in the Commercial Conditions, in the Contract Summary and, when applicable, in the Form attached to this contract), which may not exceed 24 (twenty-four) months, the contract shall remain in force until the end of the loyalty period, without prejudice to the provisions of the following paragraph.

18.2. These Conditions are automatically extended after the expiry of the loyalty period if there is one. In the event of an automatic extension of the contract after the end of the loyalty period or in the event that the contract does not have an associated loyalty period, the customer has the right to terminate the contract at any time with a maximum of 1 (one) month's notice of the effective date of the termination, and the customer will not incur any costs in terminating the contract, except those relating to the use of the service during the notice period.

18.3. In the event that the customer chooses to terminate the contract early, i.e. before the end of the loyalty period, the notice of early termination must comply with the maximum notice period set out in the preceding paragraph.

18.4. In prejudice to the provisions of the preceding paragraph, with specific regard to the provision of the Data Service - Mobile Internet (mobile broadband), in the event of early termination of the contract, i.e. before the end of the loyalty period, these Services will be disconnected by MEO, ceasing to be provided and billed: i) on the last day of the calendar month in progress, when the request for termination of the contract occurs at least 15 (fifteen) days before that day or ii) at the end of the calendar month following the one in progress, when the request for termination occurs less than 15 (fifteen) days before the end of the calendar month in progress.

18.5. For the purposes of Conditions 18.3 and 18.4 above, and except in situations of just cause, MEO shall be entitled to receive the lesser of the following amounts:

a) Total charges due = 30% x Number of months outstanding x Total recurring price payable

or

b) Total charges due = Number of months outstanding x (Total offers/discounts associated with loyalty) / Loyalty period.

18.6. In the event that the customer chooses to change service provider and MEO ceases to provide the services, this

contract shall automatically terminate upon successful completion of the process of moving the customer to the new service provider, MEO nevertheless ensuring the continuity of the service until the change process is completed and until the customer expressly consents to the transfer of the service, unless this is not technically feasible.

## **19. SUSPENSION AND EXPIRY OF THE CONTRACT**

19.1. The following, in particular, constitute grounds for suspension of the contract:

- a) The loss of the place where the services are provided;
- b) A change in the customer's residence outside national territory;
- c) Absence from home due to serving a prison sentence;
- d) Absence from home due to incapacity, prolonged illness or dependence on care provided or to be provided by a third party;
- e) Unemployment or sick leave.

19.2. Suspension of the contract shall continue for the duration of the reason justifying it.

19.3. If, for the purposes of Condition 20.1, the suspension of the contract lasts for more than 180 (one hundred and eighty) days, the customer (or a representative, for the purposes of Condition 19.1, bullet d) may request the cancellation of the contract.

19.4. The situations of suspension and expiry indicated in the preceding paragraphs do not give rise to any charges for the customer, in particular charges related to the early termination of the contract.

## **20. AMENDMENT OF CONTRACTUAL CONDITIONS AND TERMINATION OF THE OFFER**

20.1. MEO may amend these General Conditions, as well as the Specific Conditions applicable to each service.

20.2. In the event that MEO makes a change to the contractual conditions indicated in paragraph 6 of article 120 of Law no. 16/2022, of 16 August, in its current wording, the customer shall have the right to terminate the contract without incurring any costs other than those related to the use of the service up to the date of termination, unless the changes:

- a) Are proposed exclusively for the customer's benefit;
- b) Have no negative effect on the customer, namely changes that are of a purely administrative nature or related to MEO's address; or
- c) Arise directly from the application of a national or European Union legislative act or ANACOM act or regulation.

20.3. MEO undertakes to notify the customer, by the written means provided for in Condition 15, of the changes made, at least one month prior to the date on which the changes take effect, and, if the customer has the right to terminate the contract in accordance with the preceding paragraph, the customer shall also be informed, in the same communication, of his right to terminate the contract free of charge, which may be exercised by the customer within 30 (thirty) days of notification of the communication of changes to the contractual conditions.

20.4. The right to terminate the contract without associated charges does not apply, namely, in the event of an annual

increase in the monthly fee for the service(s) and/or tariff(s) contracted, under the terms set out in paragraph 3 of Condition 11 of these General Conditions.

20.5. In the event of termination of the offer of any service, MEO undertakes to notify the customer in writing at least 15 (fifteen) days before the date on which this occurs.

## **21. DISPUTE RESOLUTION**

21.1. Without prejudice to recourse to judicial or arbitral courts and to the entities responsible for the defence and promotion of consumer rights, namely Direção-Geral do Consumidor, the customer may submit any contractual disputes to the arbitration and mediation mechanisms that are or may be legally constituted, as well as complain to MEO about acts and omissions that violate the legal provisions applicable to the provision of the service.

21.2. For issues arising from this contract, when entered into with a consumer customer, the following Alternative Dispute Resolution entities will be competent: CNIACC - Centro Nacional de Informação e Arbitragem de Conflitos de Consumo (<https://www.cniacc.pt>), Centro de Arbitragem da Universidade Autónoma de Lisboa (<https://arbitragem.autonoma.pt>), Centro de Arbitragem de Conflitos de Consumo do Algarve (<https://consumoalgarve.pt/index.php/pt/>), Centro de Arbitragem de Conflitos de Consumo da Região de Coimbra (<https://cacrc.pt>), Centro de Arbitragem de Conflitos de Consumo de Lisboa (<http://www.centroarbitragemlisboa.pt>), Centro de Arbitragem de Conflitos de Consumo da Região Autónoma da Madeira (<https://www.madeira.gov.pt/cacc>), Centro de Informação de Consumo e Arbitragem do Porto (<https://www.cicap.pt>), Centro de Arbitragem de Conflitos de Consumo do Ave, Tâmega e Sousa (<https://www.triave.pt>) and Centro de Informação, Mediação e Arbitragem de Consumo (Tribunal Arbitral de Consumo) (<https://www.ciab.pt>) and whose contact details can be found at [meo.pt](http://meo.pt) or at [www.consumidor.gov.pt](http://www.consumidor.gov.pt).

21.3. The complaint to be submitted by the customer must be submitted within a maximum period of 30 (thirty) days, counted from the customer's knowledge of the facts, and shall be registered in MEO's information systems, which shall decide on the complaint and notify the interested party within a maximum period of 30 (thirty) days from the date of its receipt.

21.4. In the event of complaints submitted by the customer regarding invoicing, the following will be considered:

- a) The customer can claim invoices up to the date of service suspension through the Customer Area, MEO shops or the helplines mentioned in the beginning of these General Conditions;
- b) The customer may submit a complaint using the Complaints Book, available in electronic format or at any MEO shop in paper format;
- c) If the complaint is submitted in writing, based on the non-existence or non-enforceability of the debt, no suspension of the service is guaranteed until MEO's decision.

## **22. DEPOSIT**

In accordance with the law, these General and Specific Conditions for the Provision of Electronic Communications Services have been deposited with ANACOM and the Direção-Geral do Consumidor.

## **ANNEX I - LOYALTY PERIODS AND UNLOCKING**

### **I. LOYALTY PERIODS**

1.1. The services made available by MEO may be associated with a loyalty period in the event that customers are granted compensation, duly identified and quantified in the contract, associated, as the case may be, with the subsidisation of terminal equipment, the installation of the service, where applicable, the activation of the service or other promotional conditions.

1.2. The loyalty periods for the services are those provided for on the Contract Summary and, when applicable, the Form, and the early termination conditions set out in Condition 18 apply.

### **II. UNLOCKING**

2.1. If the customer wishes to terminate the contract during the lock-in period and wants to unlock the terminal equipment purchased (hereinafter "equipment"), MEO will charge a fee not exceeding that allowed for under the applicable law.

2.2 If the customer chooses to keep the associated equipment at the time the contract is concluded, the compensation owed by the customer may not exceed the value of the fee calculated under the terms of the applicable law or the remaining part of the service tariff, whichever is the lower amount.

2.3. If there is no loyalty period, the calculation of the maximum amount of the fee to be paid by the customer for the unlocking of terminal equipment, when this is requested before 24 months have elapsed from the conclusion of the contract or the respective amendment, depending on when the acquisition of equipment locked to MEO's network has been associated with the contract, shall be made under the terms set out in Condition 2.1 above, with reference to the maximum duration of the legally permitted loyalty period.

## **ANNEX II - CONDITIONS FOR MAKING THE ELECTRONIC INVOICE AND ONLINE STATEMENT AVAILABLE**

### **I. ELECTRONIC INVOICING**

#### **1. OBJECT**

1.1. MEO provides the customer, free of charge, invoices issued in electronic format (Electronic Invoice – "EI") for MEO services contracted by the customer at any given time, in accordance with these terms and conditions.

1.2. The EI has the same value as a paper invoice because it contains all the mandatory information required by law. In addition, since the EI contains an electronic signature, the document issued by MEO fulfils the conditions required by law to guarantee the authenticity of its origin and the integrity of its content.

1.3. If the Customer does not subscribe to electronic invoicing, he/she will receive a paper invoice at the invoicing address indicated by the customer.

#### **2. SUBSCRIPTION**

2.1. Subscription of EI takes effect with regard to the invoice to be issued after the date of subscription, so the customer will no longer receive a paper invoice. However, the customer may receive a paper invoice if he/she joins EI close to the time the invoice is issued.

2.2. Subscription to EI in the context of the use of a service provided by MEO presupposes the subscription to EI in relation to all services provided by MEO covered by the same billing account.

### **3. EI SERVICE**

3.1. MEO provides customers with EI through:

(i) Sending the EI to the e-mail address indicated by the customer (his/her own or that of a third party authorised for this purpose); and (ii) Consulting the EI in the Customer Area, by simply entering his/her access data to the Customer Area, if registered, available at [meo.pt](http://meo.pt).

3.2. The customer can also print or save any electronic invoices (in PDF format) on his/her computer. To print and/or save invoices, the customer needs to have installed a compatible software.

3.3. The customer registered in the Customer Area can call up the last 12 (twelve) electronic invoices issued. To call up invoices issued more than 12 (twelve) months ago, the customer can contact MEO through the contacts indicated in the beginning of these General Conditions or at [meo.pt](http://meo.pt).

3.4. On the date the EI is sent, MEO will send a notification informing the customer that the EI has been issued, free of charge, to the telephone number given by the customer. To this effect, the customer must keep his/her contact details up to date and is also responsible for ensuring that there is space available for receiving invoices in his/her e-mail inbox, as well as informing MEO of any changes to the e-mail address. The customer can, at any moment, disable notifications by contacting the customer helplines or by sending a request through the Customer Area at [mymeo.pt](http://mymeo.pt).

3.5. If MEO fulfils the obligations referred to in Conditions 3.1. and 3.4. above, the customer is responsible for paying the invoices issued and sent by MEO.

### **4. DURATION AND SUSPENSION OF PROVISION OF EI**

4.1. MEO provides EI for an indefinite period, and MEO or the customer may terminate its provision at any time.

4.2. The customer can activate or disable EI using the contacts indicated in the beginning of the present General Conditions or through the Customer Area at [mymeo.pt](http://mymeo.pt) or the my MEO app.

4.3. The termination of the provision of EI takes effect with regard to the invoice to be issued after the termination request. However, the customer may still receive one last electronic invoice if the termination happens close to the time the invoice is issued.

4.4. Without prejudice to the provisions of the preceding paragraphs, MEO may at any time suspend or terminate access to the EI, in particular in cases where the EI cannot be delivered to the e-mail box indicated by the customer.

4.5. If the EI provision is cancelled, the customer will receive the invoice in paper format at the billing address indicated by the customer to MEO.

## ANNEX III - CONDITIONS OF THE SERVICE CARTÃO

### PARTILHA DE NET

1. The Service Cartão Partilha de Net allows a customer to be assigned two separate cards with the same access number.
2. The customer may use internet from both cards, on two devices, simultaneously. However, if the customer chooses to use the cards in two mobile phones, only the card defined by the customer will receive Voice communications (calls, SMS, and MMS).
3. If the card selected to receive communications is not available, these communications will not be redirected to the second card.
4. The monthly fee associated with the Service Partilha de Net will be invoiced on the first invoice of the month following the month of subscription.
5. If the customer chooses to receive an invoice detailing communications, the detail will include the traffic carried out by both cards, without any distinction, as if the traffic had only been carried out by one card.

### ANEXO IV - ROAMING

1. For the purposes of this Agreement, roaming service means the service that allows the customer to use the terminal equipment abroad, to make or receive voice calls, send or receive data (including SMS, MMS and internet access) or have access to other functionalities associated with the service, which depends on the existence of roaming agreements in force with operators with coverage in the place where the customer wishes to use the service, and the customer may, at any time, ask MEO for the necessary information about this service or consult it at [meo.pt](https://meo.pt).
2. Roaming is active by default on mobile voice and data service access cards, and the customer can make communications in the foreign country visited and to Portugal.
3. In compliance with Implementing Regulation (EU) 2016/2286 of 15 December and Regulation (EU) 2022/612 of 6 April, MEO must provide customers with habitual residence or stable ties to the national territory with the roaming service in the European Economic Area, at the price of domestic tariffs and under conditions that are no less favourable than those offered in the domestic market, if the same generation of mobile communications networks, technologies and speeds are available on the visited network.
4. With regard to the use of the data service (both for the purposes of browsing web pages and using content, applications or services), the information contained in [em.meo.pt/roaming](https://em.meo.pt/roaming) should be considered, as well as for quality-of-service.
5. In order to prevent abusive or anomalous use of the roaming service, MEO has adopted Fair Use Policies (FUP) which, if applicable, may be consulted in <https://conteudos.meo.pt/meo/Documentos/Tarifarios/portugues-dados-roaming.pdf> or by contacting the roaming services information helplines indicated in this Contract.
6. Failure to comply with the FUPs, and as provided for in the aforementioned Regulation, reserves MEO the right to

charge a surcharge for roaming traffic within the European Economic Area and the United Kingdom, whenever:

- a) There is no evidence that the customer resides in Portuguese territory or has stable ties to Portugal;
  - b) There is evidence of a risk of abusive or anomalous consumption, according to fair control mechanisms and objective indicators, as described in Condition 8;
  - c) In the case of tariffs that include a data cap or unlimited data traffic, the data traffic consumption limit at the domestic tariff price (associated with the customer's tariff plan) is exceeded, where applicable, and without prejudice to the volume limits applicable to domestic traffic.
7. In order to assess abusive or anomalous use of the roaming service, namely following the verification of certain consumption patterns that do not fulfil the criteria set out in the aforementioned Regulation, MEO may request documentation from the customer proving habitual residence or the existence of stable ties to national territory. To this end, MEO may request evidence, namely: (i) Indication of the postal address or billing address for other services provided in national territory (presentation of an essential public service invoice), (ii) A statement from a higher education establishment proving enrolment in full-time courses, (iii) Proof of settlement/payment of local or poll taxes, (iv) Evidence of the customer's posting in Portugal, (v) Additional proof (in the case of cross-border workers) of employment in national territory or, (vi) a tenancy agreement.
  8. Within the scope of Condition 6, bullet b), MEO may control roaming consumption by verifying, over a period of at least four (4) months, whether the traffic consumed in roaming in the European Economic Area and the United Kingdom prevails over the traffic consumed in Portugal and in other countries (> 50%) and whether the presence in the European Economic Area and the United Kingdom prevails over the presence in Portugal and in other countries (> 50%). If this happens, MEO will notify the customer to, within a minimum period of two (2) weeks, change the consumption pattern, namely through actual presence or traffic consumed in the national territory.
  9. MEO will stop applying the surcharge as soon as the use of the roaming service no longer indicates the risk of abusive or anomalous use.
  10. For the purposes of Condition 8, traffic consumed/presence in Portugal shall mean, in particular, each day that the roaming customer connects to MEO's network or consumes through it and also traffic consumed/presence outside the European Economic Area and the United Kingdom.
  11. If the customer does not change the consumption pattern described in Condition 8 or does not fulfil the requirements set out in Condition 7 after a minimum period of two (2) weeks, MEO reserves the right to charge a surcharge for roaming traffic within the European Economic Area and the United Kingdom.
  12. During the provision of roaming services, some types of services may be subject to higher tariffs, namely:
    - i) Voice calls made to countries outside the European Economic Area and the United Kingdom, in which case the call

costs will be calculated in accordance with the respective tariff; ii) Premium calls and SMS; iii) Communications on satellite networks, boats and aeroplanes; iv) Voice communications made to customer support lines and special numbers (non-geographic services); v) Value-added services.

## **SPECIFIC CONDITIONS FOR THE PROVISION OF FIXED NETWORK VOICE SERVICE**

### **1. OBJECT**

1.1. These Specific Conditions, the Subscription to Electronic Communication Services Form ("the Form"), when applicable, the Contract Summary and the Commercial Conditions, are intended to regulate the terms and conditions that govern the provision to the customer, by MEO – Serviços de Comunicações e Multimédia, S.A. of the voice service ("service.")

1.2. The service allows the customer to make and receive national and international calls at a fixed location and to access emergency numbers using a number or numbers included in a national or international telephone numbering plan.

1.3. The customer may also subscribe to additional services that MEO has available in its portfolio, subject to acceptance of the specific conditions applicable.

1.4. In everything not provided for in these Specific Conditions, the provisions of MEO's General Conditions for the Provision of Electronic Communications Services ("General Conditions") shall apply.

### **2. ACCESS**

2.1. The service covers the whole national territory and is provided on a regular and continuous basis, in accordance with the quality indicators and performance objectives described at [meo.pt](http://meo.pt).

2.2. The service, when provided using the IP protocol ("Internet Protocol"), is only available in geographical areas with network coverage, which can be consulted at MEO shops, via the customer support number and at [meo.pt](http://meo.pt) and can be provided with geographical numbering, in which case access to the service can only be made from a single fixed location and supported by a MEO IP access, and can only be provided for as long as the latter service remains active.

2.3. Whenever provided over IP, the provision of the service presupposes that the customer has equipment compatible with the IP network made available by MEO in the form of hire, loan, or purchase.

2.4. Whenever the service is provided over IP, it may be incompatible with equipment that does not comply with IP connection standards, namely surveillance equipment.

### **3. QUALITY-OF-SERVICE LEVELS, USAGE, RESTRICTIONS AND SAFETY**

3.1. MEO undertakes to ensure the following quality-of-service levels:

- a) Maximum time for initial service connection: 30 (thirty) days;
- b) Maximum service replacement time: 15 (fifteen) days.

3.2. The maximum time provided for in bullet a) of the previous paragraph of this condition shall not apply in situations where, given the location of the service installation, it

proves necessary to carry out special work, in which case the date of installation of the service shall be that agreed on a case-by-case basis by the Parties.

3.3. The period provided for in paragraph 1, bullet b) of this condition shall begin when the customer reports the malfunction under the terms of Condition 6 of these Specific Conditions.

3.4. If MEO finds that the service will not be restored within the period set out in paragraph 1, bullet b) of this condition, it will undertake to contact the customer by the end of that period to inform he/she of the status of the malfunction, without prejudice to the provisions of Condition 5.14 of the General Conditions.

3.5. Without prejudice to the provisions of the following paragraph, the customer is guaranteed uninterrupted and free access to the single European emergency number - 112.

3.6. Whenever the service is provided using the IP protocol, MEO hereby informs the customer that any failure in the electricity supply may result in the service being interrupted until said supply is restored.

3.7. MEO may, under the terms of the law, annul de elimination of the identification of the calling line, as well as record and make available the customer's location data when the customer makes a call to organisations with legal competence to receive emergency calls, for the purpose of transmitting such data to the aforementioned organisations so they can respond to such calls.

3.8. MEO reserves the right to refuse access and deactivate the service, when it considers that its use will jeopardise the security and integrity of the network, cause harmful interferences or deteriorate the quality of the service, the network or its functioning, as well as in the event of situations of conversion, in any form, of traffic originating from other operators network and destined to the national fixed networks, into traffic originating from MEO's network and destined to the national fixed networks.

3.9. MEO reserves the right to define a responsible use policy for the use of the service and may invoice consumption that exceeds the monthly limit provided for in the respective tariff, if applicable.

3.10. MEO reserves the right to bar certain destinations, in the event of fraud.

### **4. REIMBURSEMENTS AND COMPENSATIONS**

4.1. In the event of non-compliance with the maximum time set out in Condition 3.1. bullet a) for reasons demonstrably attributable to MEO, the customer may demand a 50% (fifty percent) reduction in the amount corresponding to the installation price.

4.2. Whenever installation cannot be carried out for reasons attributable to the customer, MEO may demand a surcharge corresponding to 50% (fifty percent) of the installation price.

4.3. The unavailability of the service, with the exception of the cases provided for in Condition 4 of the General Conditions, in breach of the maximum deadline indicated in Condition 3.1, bullet b), for reasons demonstrably attributable to MEO, shall give the client the right of resolution of

contract, in accordance with the provisions of Condition 5-14 of the General Conditions.

4.4. Whenever, with a view to activating or restoring the service, MEO is obliged to carry out an intervention at the installation address and fails to appear on the date agreed with the customer, for reasons attributable to MEO, the customer may demand compensation calculated in accordance with the provisions of conditions 5.9., 5.12. and 5.13. of the General Conditions.

## **5. SUSPENSION OF SERVICE**

During the suspension of the service and until it is cancelled, the customer is guaranteed access to calls that do not involve payment, namely those made to the single European emergency number -112.

## **6. PRICING**

6.1. The price to be paid by the customer for installation, re-establishment, monthly subscription, communications and hire or sale of equipment corresponds to that set out in the Commercial Conditions, available and detailed at [meo.pt](http://meo.pt) or other channels, which are made available to the customer at the time of signing up to the service.

6.2. For up-to-date information on the price applicable to the service, customers can consult [meo.pt](http://meo.pt) or call the customer support number.

6.3. The monthly fee, where applicable, is due from the date of commencement of provision of the Service. In the month in which the service begins to be provided, the subscription price will correspond to 1/30th of the monthly subscription price for each day that the service is active.

6.4. In order to verify and control the charges associated with the service, MEO makes available to the customer, in addition to other mechanisms, the selective and free barring of outgoing calls of defined types and to defined types of numbers, in accordance with what may be defined by ANACOM under the terms of the Law, pre-payment systems for access to the connection to the public telephone network and the use of the service, as well as staggered payment of the price of the connection to the public telephone network, in all cases at the customer's request.

## **7. COMMUNICATIONS DETAILS**

The customer can choose to have the invoice sent with one of the following types of communication details:

- a) Simple detail: includes the detail of the various traffic categories, indicating, in chronological order, each call, its cost, the time of the call and its duration;
- b) Full details: includes a breakdown, in chronological order, of all communications made, including the numbers called, their cost, the time of the call and its duration;
- c) Partial detail: includes that provided for in bullet b) above, with the deletion of the last four digits of the numbers called.

## **SPECIFIC CONDITIONS FOR THE PROVISION OF BROADBAND INTERNET ACCESS SERVICE**

### **1. OBJECT**

1.1. These Specific Conditions, Annex I, the Subscription to Electronic Communication Services Form when applicable ("the Form"), the Contract Summary and the Commercial

Conditions, are intended to regulate the terms and conditions that govern the provision to the customer, by MEO – Serviços de Comunicações e Multimédia, S.A. ("MEO") of the Broadband Internet access service (hereinafter "service").

1.2. The customer may also subscribe to additional services that MEO has available in its portfolio, subject to acceptance of the specific conditions applicable to them.

1.3. In everything not provided for in these Specific Conditions, the provisions of MEO's General Conditions for the Provision of Electronic Communications Services ("General Conditions") shall apply.

### **2. SERVICE SUBSCRIPTION AND ACTIVATION**

2.1. Before activating the service, the customer must ensure that the equipment used allows for cable Ethernet or Wi-Fi internet connection.

2.2. The customer's request for activation of the service implies knowledge and acceptance of the provisions of these Specific Conditions.

2.3. The service can be provided i) using ADSL technology, through the TCP/IP (Transmission Control Protocol/Internet Protocol) protocols, ii) using the fibre-optic ("FO") network, or iii) using the mobile network, when available in the geographic areas with network coverage that can be consulted through the contacts mentioned in the beginning of the General Conditions and at [meo.pt](http://meo.pt).

2.4. When provided using ADSL technology, the service is made available with an associated fixed telephone service, in which case the provision of the Broadband Internet access service presupposes the existence of a fixed telephone service contract in force and, consequently, an active telephone line.

2.5. MEO may refuse to activate the service after carrying out analyses and connectivity tests, namely in the following cases:

- a) Lack of ADSL coverage, i.e. when the pair of wires supporting the Telephone Line provided is not directly connected between the customer's premises and MEO's telephone exchange in which the equipment aggregating local accesses with ADSL technology is installed;
- b) The support infrastructure does not allow the provision of the service, namely due to the technical characteristics, interference, or electromagnetic noise in the local access component of the Telephone Line;
- c) The Telephone Line allocated to the provision of the service is used for other purposes that interfere or are likely to interfere with the service, namely alarm systems, Data-over-Voice (DOV) services (such as point of sale terminals), or others using the supra-vocal frequency range, ISDN primary accesses, 12 kHz controllers, services based on xDSL technology, leased circuits or public payphones;
- d) Lack of coverage in a given geographical location.

2.6. The refusal to activate the service provided for in Condition 2.5 must be communicated to the customer within a maximum of 8 (eight) days from the date of its verification or knowledge by MEO, the customer having, in the case of bullets a), b) and d) of that condition, a period of 15 (fifteen) days from the date of such communication to request

reimbursement of the amounts relating to the subscription to the service.

2.7. If MEO refuses to activate the service on the grounds of any of the situations set out in Condition 2.5, bullet c), the customer may make a new request to MEO to activate the service, provided that he corrects the situations attributable to him and which led to the initial refusal to activate the service.

2.8. Whenever the service is provided using ADSL technology, MEO will not be responsible for configuring ADSL connectivity or for providing the service if the telephone line does not fulfil the necessary technical conditions, namely if it does not support ADSL connectivity.

2.9. MEO undertakes to activate the service within a maximum of 30 (thirty) days from the date of receipt of the request to activate the service. The maximum period for activating the service provided for in this condition shall not apply when activation of the service is not possible for reasons attributable to the customer.

2.10. Activation of additional services will be carried out in accordance with the respective special conditions.

### **3. USE AND SECURITY OF THE SERVICE**

3.1. Whenever the service is provided using ADSL technology, the customer undertakes to use the service at all times on the Telephone Line indicated to MEO in the Service Activation Request or in [meo.pt](http://meo.pt), and the customer may not use the Telephone Line allocated to the provision of the service for other purposes that interfere or are likely to interfere with the service, namely those referred to in Condition 2.5, bullet c).

3.2. MEO undertakes to provide the service on a regular and continuous basis, except in the cases provided for in Condition 6.1. of these Specific Conditions, as well as when this is not possible for reasons of unforeseeable overload of the systems on which the service is based or due to situations of force majeure (situations of an extraordinary or unforeseeable nature, external to MEO and which cannot be controlled by it), in which cases MEO does not undertake to ensure minimum quality-of-service levels.

3.3. The customer is not allowed to breach (or attempt to breach) any authentication or security system that protects access accounts, servers, services, or networks. Cases of breach include, namely:

3.3.1. Unauthorised access to other people's data (breach of privacy);

3.3.2. Unauthorised search for vulnerabilities in servers, services or networks, namely systematic detection of service responses (Scan);

3.3.3. Entering or attempting to enter machines without the express authorisation of those responsible (Break In).

3.4. The customer is not allowed to intentionally interfere with the proper functioning of servers, services, or networks.

3.5. The customer is not allowed to use remote computers as "proxies" for traffic forwarding purposes.

### **4. PRICING**

4.1. The prices payable by the customer to MEO for the service(s), for installation, activation, downgrade, dismantling, restoration and reinstallation, correspond to those set out in the Commercial Conditions and in the Contract Summary, available and detailed at [meo.pt](http://meo.pt) or other channels, made available to the customer at the time of subscription of the service and which form an integral part of these Specific Conditions.

4.2. Customers can obtain up-to-date information on the additional services offered by MEO at [meo.pt](http://meo.pt).

4.3. The monthly fee is due from the date of commencement of provision of the Service. In the month in which the service begins to be provided, the subscription price will correspond to 1/30th of the monthly fee for each day that the service is active.

### **5. SUSPENSION AND DEACTIVATION OF SERVICES**

5.1. Without prejudice to the provisions of Condition 4 of the General Conditions, MEO may suspend the services when any of the situations provided for in Condition 2.5, bullet c) of these Specific Conditions occur, MEO undertaking to notify the customer of such suspension at least 10 (ten) days before the date of its occurrence and shall not be liable for the quality-of-service until such suspension.

### **6. RESPONSIBLE USE POLICY**

6.1. In order to guarantee a high quality-of-service for its customers, MEO has adopted a fair use policy.

6.2. The Internet speeds can be consulted at [meo.pt](http://meo.pt) or through the contacts mentioned in these Conditions, and the internet speeds associated with each agreed tariff are those mentioned in the Contract Summary. Download and upload speeds may vary depending on the characteristics of the physical access, the type of connection used, the characteristics of the equipment used by the client, the applications the customer is running at any given time, traffic congestion on the Internet network, as well as the performance and access speed of the servers where the sites and content the customer wishes to access are hosted. In order to guarantee a high quality-of-service to all customers, whenever MEO verifies the occurrence of situations likely to have a negative impact on the quality of the services provided over the network, it may: i) suspend the service on the grounds of a serious and culpable breach of the contractual conditions under the terms set out in Condition 4 of the General Conditions or ii) invoice, on a monthly basis, the consumption that exceeds the limit set out in the respective tariff, if applicable.

### **7. REFUND**

7.1. In the event of non-compliance with the maximum time set out in Condition 2.9. for the activation of the service for reasons demonstrably attributable to MEO, the customer may require MEO to reimburse the amount corresponding to the value of the activation of the service.

7.2. Whenever, with a view to activating or restoring the service, MEO is obliged to carry out an intervention at the installation address and fails to appear on the date agreed with the customer, for reasons attributable to MEO, the customer may demand compensation calculated in accordance

with the provisions of Conditions 5.9., 5.12. and 5.13. of the General Conditions.

#### **ANNEX I - INTERNET ACCESS SPEEDS**

1. Internet access speeds (download and upload) depend on the technology to be installed (Fibre-Optic, ADSL or mobile network), the service contracted, the equipment (computer, tablet, smartphone, among others) and the local network interfaces used. At any given time, this speed will also depend on other traffic congestion factors on the internet network, as well as on the performance and access speed of the servers hosting the sites and content the customer wishes to access.

2. The speed contracted by the client for local internet access using fibre-optic technology is shown in the Contract Summary detailing minimum speed, normally available speed, maximum speed and advertised speed. These speeds depend on following the recommendations for connecting local equipment and measuring speed set out in the Service Offer Conditions document, Condition 2.3.3, "Quality-of-service Levels", published in [meo.pt](https://meo.pt).

Any potential difference between the advertised speed and the maximum speed obtained is due to port limitations of the ONT equipment and the router. Maximum speed is obtained under ideal technology conditions, not including data encapsulation.

3. Local Internet access speeds for accesses with ADSL technology corresponds to the speed at which the equipment synchronises with the network in ideal technological conditions and also depends on other factors, such as the distance to the central office, section and the type of copper pair installed, and levels of interference. The speed contracted by the client for local internet access using ADSL technology is shown in the Contract Summary detailing minimum speed, normally available speed, maximum speed and advertised speed. These speeds include data encapsulation and depend on following the recommendations for connecting local equipment and measuring speed set out in the Service Offer Conditions document, Condition 2.3.3, "Quality-of-service Levels", published in [meo.pt](https://meo.pt).

4. MEO will adopt measures to restrict the speed of Internet access whenever it needs to ensure minimum levels of quality of use, guarantee the security and integrity of the network and prevent the exhaustion of its capacity.

5. For fixed Internet services provided via wireless technologies, the speed contracted by the client is shown in the Contract Summary detailing the maximum speed estimation and the advertised speed. These speeds are available in the coverage areas that can be consulted in [em.meo.pt/coberturamovel](https://em.meo.pt/coberturamovel).

6. If the broadband internet access speed, regardless of the technology used to access the service, does not comply with the minimum speed established, the client can terminate the contract, as provided for in Condition 17.1 of the General Conditions, without prejudice to the presentation of alternative offers by MEO, namely through wireless technologies.

7. For the purposes of this Annex I, the following definitions shall be considered for internet services provided over the copper network (ADSL):

- Normally Available Speed: Speed that the end user can expect to receive when accessing the service 95% of the time in each 24-hour period.

- Minimum Speed: Minimum IP data transmission speed (download and upload) contractually guaranteed by MEO for the user's access to the internet access service (in ADSL, without the simultaneous presence of IPTV access, see point 8. The speed at any time can never be lower than this value, except in the event of a complete failure of the internet access service.

- Maximum Speed: Speed that the end user can expect to receive when accessing the service at least once a day (24-hour period). In ADSL technology, the value mentioned occurs under ideal technological conditions, distance from the centre, section of the copper pair and interference levels, and includes data encapsulation.

- Advertised Speed: Value communicated as characteristic of the tariff chosen by the client, in the ideal situations of distance to the centre, section of the copper pair and level of interference on the line, as a reference to the maximum speed, in the same circumstances as described. These speeds include data encapsulation.

8. For the purposes of this Annex I, the following definitions shall be considered for internet services provided over the fibre-optic network:

- Normally Available Speed: Speed that the end user can expect to receive when accessing the service 95% of the time in each 24-hour period.

- Minimum Speed: Minimum IP data transmission speed (download and upload) contractually guaranteed by MEO for the user's access to the internet access service. The speed measured at any time can never be lower than this value, except in the event of a complete failure of the internet access service.

- Maximum Speed: Speed that the end user can expect to receive when accessing the service at least once a day (24-hour period).

- Advertised speed: Value communicated as characteristic of the tariff chosen by the client, in ideal technological situations (i.e. without restrictions due to terminal equipment). These speeds do not include data encapsulation.

9. For the purposes of this Annex I, the following definitions shall be considered for fixed internet services provided over wireless technologies:

- Maximum Speed Estimation: Maximum speed realistically achievable under the contract, depending on the place of use, the terminal equipment used and the supporting technology.

- Advertised Speed: Value communicated as characteristic of the tariff chosen by the client. Internet speed may vary depending on mobile network coverage at the installation address.

10. Some of the services provided by MEO (IPTV, MEO Go, etc.) may interfere with the speed of internet access, as they may occupy bandwidth at the same time as access.

ADSL technology:

- TV service: If the TV service (IPTV) is provided, each TV channel viewed or recorded will have an impact on the maximum speed available for internet access, depending on the level of definition of the channels:

(i) Single definition (SD) channels: up to 2.5 Mbps – 2.9 Mbps

(ii) High definition (HD) channels: up to 7.5 Mbps – 7.8 Mbps

Wireless technology:

No impact. The TV service, when it exists, is provided via Satellite and Fixed Voice via the mobile network.

Fibre-optic technology:

- TV service: For 100 Mbps download services with equipment without GbE ports or in the case of 1 Gbps access and in the case of TV service (IPTV), each TV channel viewed or recorded will have an impact on the maximum speed available for Internet access depending on the level of definition of the channels:

(i) Single definition (SD) channels: up to 2.5 Mbps – 2.9 Mbps

(ii) High definition (HD) channels: up to 7.5 Mbps – 7.8 Mbps

(iii) 4K IPTV channels: up to 20 Mbps

With fibre-optical, the distribution of TV channels in RF has no impact on the maximum speed of fixed Internet access.

The MEO Go service occupies an adaptive bandwidth between a minimum of 250 Kbps and a maximum of 2.1 Mbps (SD) or 3 Mbps (HD).

With MEO Satellite, the distribution of TV channels has no impact on the maximum speed of fixed internet access.

- Voice Service: For 100 Mbps download services with equipment without GbE ports or in the case of 1 Gbps access and in the case of voice service by IP, each voice call will have an impact on the maximum speed available for internet access up to 1 Mbps. For more information, please check the documentation available at [em.meo.pt/fatores](http://em.meo.pt/fatores)

## **SPECIFIC CONDITIONS FOR THE PROVISION OF TELEVISION AND MULTIMEDIA SERVICES**

### **1. OBJECT**

1.1. These Specific Conditions, the Subscription to Electronic Communication Services Form ("the Form"), when applicable, the Contract Summary and the Commercial Conditions, are intended to regulate the terms and conditions that govern the provision to the customer, by MEO – Serviços de Comunicações e Multimédia, S.A. ("MEO"), of the television distribution service and, where applicable, making available of audio and video content and providing interactive and other related services ("service").

1.2. The terms and conditions applicable to the provision by MEO to the customer of the infrastructures and equipment(s) supporting the service, identified in these Specific Conditions ("equipment"), are also regulated.

1.3. The customer may also contract the provision of an installation service for the equipment used to access and use

the service, provided that it complies with MEO's technical requirements and recommendations at [meo.pt](http://meo.pt).

1.4. The customer may also subscribe to additional services that MEO has available in its portfolio, subject to acceptance of the specific conditions applicable to them.

1.5. In everything not provided for in these Specific Conditions, the provisions of MEO's General Conditions for the Provision of Electronic Communications Services ("General Conditions") shall apply.

### **2. SERVICE SUBSCRIPTION AND ACTIVATION**

2.1. The customer is responsible for cancelling, before the date of signing up to the service, any contracts for services that are incompatible with the provision of the service, such as:

(i) Distribution of the television service using the customer's coaxial network, whenever the service provided by MEO is also provided using that network;

(ii) Internet access service via ADSL, from a service provider other than MEO;

(iii) Alarm systems, CCTV services, Data-over-Voice (DOV) services (such as point of sale terminals) or others using the supra-vocal frequency range, ISDN primary access, 12 kHz controllers, services based on xDSL technology, leased circuits, or public payphones.

2.2. The customer authorises MEO to carry out all interventions on the customer's networks that are necessary and appropriate for the provision of the service.

2.3. In order to provide the satellite service, the customer must have a satellite antenna and other accessories necessary for the provision of the service, which must comply with MEO's technical requirements and recommendations at [meo.pt](http://meo.pt).

2.4. The service, when provided using ADSL technology or over a fibre optic ("FO") network or by mobile network, is only available in the geographical areas covered by the respective network, which can be consulted through the customer support numbers mentioned in the beginning of the General Conditions and at [meo.pt](http://meo.pt).

2.5. The service is also accessible on devices with internet access, with the operating systems listed at [meo.pt](http://meo.pt) and with the necessary application for devices with internet access. Access to the service on equipment with internet access is only available to customers resident in Portugal and access to the service must be carried out from Portuguese territory, with the exception of service access, in European Union Member States, through MEO Go, in accordance with the applicable legislation. On the other hand, it is forbidden to contract it for professional and/or commercial purposes.

2.6. When the service is accessed via equipment with internet access:

a) The customer must check that he/she has equipment and internet access with the minimum characteristics published at [meo.pt](http://meo.pt).

b) MEO reserves the right to limit the number of personal computers/compatible equipment through which access to the service is made.

c) The customer is solely responsible for the charges incurred when accessing the service, arising from the use of the internet access service contracted from an authorised Internet Service Provider ("ISP").

d) The customer recognises that the quality of the service may be affected by external factors, such as possible computer overloads and technical failures for which the contracted ISP is responsible.

2.7. Except in cases where the installation of the service is carried out by the customer, the service will be installed and activated on the date agreed between MEO and the customer for this purpose, within a maximum period of 30 (thirty) days from the date of subscription of the service, unless it is technically impossible or for reasons of force majeure.

2.8. When the service is provided using ADSL technology or over the FO network, the equipment is installed by MEO, on a date to be agreed between MEO and the customer. When the service is provided via satellite, the equipment is installed by the customer if he/she already has a compatible satellite antenna installed, or by MEO if the customer requests it. If the customer does not have an aerial installed, he/she must ask MEO to install the aerial and equipment.

2.9. Before activating the service, the customer must ensure that the minimum requirements set out in this Condition and accessible at [meo.pt](http://meo.pt) are fulfilled.

2.10. When the service is provided via satellite, it is activated upon delivery of the equipment, except when purchased in non-MEO shops, in which case it is activated by the customer contacting MEO by telephone. When the service is provided using ADSL technology or over the FO network, the equipment is installed, and the service activated by MEO.

2.11. When the service is provided using ADSL technology or over the FO network, MEO may refuse to activate the service, after carrying out analyses and connectivity tests, namely in the following cases:

- (i) Lack of coverage, as referred to in Condition 2.4;
- (ii) Lack of access to support the service between the customer's premises and MEO's centre;
- (iii) When the support infrastructure does not allow the provision of the service, namely due to the technical characteristics, interference, or electromagnetic noise in the local access component;
- (iv) When the access allocated to the provision of the service is used for other purposes that interfere or are likely to interfere with the service, namely alarm systems, Data-over-Voice (DOV) services (such as point of sale terminals), or others using the supra-vocal frequency range, ISDN primary accesses, 12 kHz controllers, services based on xDSL technology, leased circuits or public payphones;
- (v) When the customer does not authorise any intervention in the customer's networks that is necessary or appropriate for the provision of the service.

2.12. The refusal to activate the service provided for in Condition 2.11 must be communicated to the customer within a maximum of 8 (eight) days from the date of its verification

or knowledge by MEO, the customer having, in the case of points (i), (ii) and (iii) of that paragraph, a period of 15 (fifteen) days from the date of such communication to request reimbursement of the amounts relating to the subscription to the service.

2.13. If MEO refuses to activate the service on the grounds of any of the situations set out in points (iv) and (v) of Condition 2.11, the customer may make a new request to MEO to activate the service, provided that he/she corrects the situations attributable to him/her and which led to the initial refusal to activate the service.

2.14. Subscription of the service may be conditional on immediate payment of an activation fee or payment upon delivery of the equipment, according to the tariff in force.

### **3. SERVICE INSTALLATION CONDITIONS**

When the service is provided using ADSL technology or over the FO network:

- i) Installation includes the supply and installation of the necessary cable to the customer network and installation accessories (if installation with socket is requested) and connection at the installation address;
- (ii) The cable will be installed in plain sight, unless the site already has passage infrastructures (special installation solutions at the customer's request are subject to quotation);
- (iii) For additional sockets and other additional equipment, other than those provided for in the Specific Conditions, the specific prices and supply conditions in force shall apply; and
- (iv) The customer is responsible for obtaining any necessary authorisations from third parties, and MEO cannot be held responsible for the absence of such authorisations.

### **4. SERVICE ACCESS CODES**

4.1. Access to certain content or components of the service may require the use of an identification code or access code. The codes are the elements of the customer's identification and, as such, are for the exclusive knowledge and use of the customer and have a personal and non-transferable character, as such the customer must ensure and protect its confidentiality under all circumstances, namely by not disclosing it to third parties and not operating under conditions that allow it to be decoded or copied. MEO reserves the right to limit access to the service simultaneously with the same identification and access code.

4.2. MEO shall not be liable for improper losses or damages caused by misuse of the code referred to in the preceding paragraphs which is not attributable to MEO. The use of the service by third parties using the codes provided by MEO shall be deemed to have been carried out by the customer unless there is proof to the contrary.

### **5. CONDITIONS OF USE**

5.1. The channels and the various channel bundles available can be checked by the customer in MEO Stores or at [meo.pt](http://meo.pt).

5.2. The customer cannot change the composition of the channel bundle, but can, where available, subscribe to Premium channels, additional channels or replace the subscribed channel bundle with another.

5.3. Premium channels and additional channels made available under these Specific Conditions presuppose a minimum

subscription period, identified at the time of subscription on the screen of the equipment used by the customer and available at [meo.pt](http://meo.pt).

5.4. MEO reserves the right to limit the number of compatible equipment through which access to the service is made.

5.5. The customer has access to the television channels which, at any given time, form part of the service provided by MEO as broadcast and for as long as the respective signal is available for retransmission/distribution, the composition of the channel grid being made available to the customer at the time of subscription to the service and this information may also be consulted at any time through the means indicated in paragraph 1 of this condition. MEO may add, replace, or eliminate channels from the channel grid made available within the scope of the service, namely as a result of changes in the contractual relationship with the entities that make such content available to MEO. MEO undertakes to keep the channel grid up to date via the website [meo.pt](http://meo.pt) or on the screen of the equipment used by the customer to access the service.

5.6. With the exception of cases in which the service is provided over the FO network and via satellite, the visualisation of High Definition ("HD") channels is subject to a technical evaluation to be carried out by MEO, and the visualisation of these channels in the first 30 (thirty) days after the installation of the service is merely experimental, and these channels may be removed from the grid in order to improve the quality-of-service, namely television broadcasting.

5.7. Access to the service via equipment with internet access, when carried out via bandwidth-adaptive streaming, presupposes that the customer has a minimum bandwidth of 3.5 Mbps at the time of access to visualise channels and content.

5.8. MEO is not responsible for the content and programming of the broadcasts that make up the service, nor for compliance with the respective broadcast schedules (namely the order and times of the television broadcasts transmitted), or for the cancellation, cessation, interruption, or postponement of these broadcasts.

5.9. MEO is not obliged to monitor the content made available by third parties through the service and is not responsible for it.

5.10. If the customer uses the service for commercial purposes under the terms of Condition 5.4., bullet e) of the General Conditions, MEO reserves the right to claim compensation for any direct or indirect damages arising therefrom.

## **6. EQUIPMENT AND INFRASTRUCTURE**

6.1. When the service is provided using satellite technology, the equipment will be made available to the customer in the form of hire or purchase and is configured for exclusive use in the systems in which the service is supported and cannot be unlocked as it is encrypted equipment and cannot be used in the context of services provided by third parties.

6.2. When the service is provided using ADSL technology, over a FO network or via satellite, the network infrastructure solution for the customer's private use will be defined

by MEO, taking into account the characteristics of the installation site, and may involve the disconnection of equipment or infrastructure that is incompatible with the installation/connection of the service and the laying of additional cables (including through partitions) and/or the installation of additional sockets.

6.3. When the service is provided using ADSL technology, over a FO network or via satellite, in the event of termination of the service, MEO will not replace the pre-existing television infrastructure at the address where the service was installed.

6.4. Without prejudice to the provisions of the previous paragraph of this Condition, if the customer contracts with MEO for the provision of the satellite service, using his DTH equipment (set-top-box), in the event of the termination of the provision of said service, MEO shall reconfigure his DTH equipment within 76 (seventy-six) hours from the date on which the termination of the provision of the service occurs.

6.5. When the service is provided via satellite, access to the service, channel bundles and premium channels requires the use, in addition to the equipment, of a card, which is always property of MEO.

6.6. MEO reserves the right to require the customer to return the card and decoder in the event of cancellation of the subscription to the products and services for which the card and decoder were made available.

6.7. When the service is provided using ADSL technology or over the FO network, the materials and equipment supplied for the customer's network, except for additional sockets, constitute MEO's property and, for the duration of the service, are at the disposal and under the custody and responsibility of the customer, for his/her exclusive use.

6.8. When provided using FO network, the client may have access to the service using equipment not provided by MEO, as long as it is included in the list of compatible equipment made available in [em.meo.pt/androidtv](http://em.meo.pt/androidtv).

## **7. CONSERVATION AND REPAIR**

7.1. The customer may not alter the characteristics and/or functionalities of the service, activate or attempt activation outside the procedures established by MEO or, in general, access non-contracted services, being liable to MEO and third parties for damages caused by such acts, including when practised by other users.

7.2. If the customer detects any malfunction or failure in the operation of the service, he/she should contact MEO via the contacts mentioned in the beginning of the General Conditions or in [meo.pt](http://meo.pt).

7.3. Whenever, for reasons of conservation, maintenance and development of the network and information systems, it is necessary to suspend the service, the provisions of Conditions 8.2. and 9. will apply.

## **8. QUALITY-OF-SERVICE**

8.1. MEO undertakes to provide the service on a regular and continuous basis, except when this is not possible for reasons of unforeseeable overload of the systems on which the service is based or due to situations of force majeure (situations of an extraordinary or unforeseeable nature, external

to MEO and which cannot be controlled by it), in which cases MEO does not undertake to ensure minimum quality-of-service levels.

8.2. Notwithstanding the provisions of the previous paragraph, MEO undertakes to restore the unavailable service for a reason proven to be exclusively attributable to it within a maximum period of 5 (five) working days from the moment MEO receives the communication from the customer, except when it is necessary to access the customer's premises and/or replace the equipment, in which case a date and time will be agreed between MEO and the customer.

8.3. When the bundle of services contracted by the customer includes a television service and an internet access service, the bandwidth will be shared between the two, and there may be limitations on the use of the internet access service, namely in the visualisation of content. In addition, if the customer uses other services exclusive to MEO, these will share bandwidth with internet access, and there may be limitations on the use of the internet access service.

## 9. REFUNDS

9.1. In the event of non-compliance with the maximum time set out in Condition 2.7. for activation of the service for reasons demonstrably attributable to MEO, the customer may require MEO to reimburse the amount corresponding to the value of the activation of the service.

9.2. Whenever, with a view to activating or restoring the service, MEO is obliged to carry out an intervention at the installation address and fails to appear on the date agreed with the customer, for reasons attributable to MEO, the customer may demand compensation calculated in accordance with the provisions of Conditions 5.9., 5.12. and 5.13. of the General Conditions.

## 10. PRICE AND DETAILS OF COMMUNICATIONS

10.1. The prices payable by the customer to MEO for the service(s) and additional services, for activation, downgrade, restoration and reinstallation of the service, for installation and dismantling, purchase or rental of equipment, reimbursement of undelivered or damaged equipment, for repair or maintenance services, if applicable, are those resulting from the tariffs in force at any given time, which are always available, detailed and updated at [meo.pt](http://meo.pt) or through the telephone numbers listed on said website.

10.2. The monthly fee is due from the date of commencement of provision of the Service. In the month in which the service begins to be provided, the subscription price will correspond to 1/30th of the monthly fee for each day that the service is active.

10.3. Without prejudice to the provisions of the following paragraphs, for the provision of the service the customer shall pay MEO the monthly fee referred to in the Commercial Conditions and in the Contract Summary, whose changes will be available at [meo.pt](http://meo.pt) or other channels, taking into account the bundle of channels chosen by the customer. In addition to the aforementioned monthly fee is the price of services or service components not included in the channel bundle chosen by the customer, which will be charged by MEO according to the customer's consumption

in the month to which the invoice relates and according to the tariff available at [meo.pt](http://meo.pt).

10.4. The customer can choose to have the invoice made available with one of the following types of communication details:

a) detailed: includes the video rental details (date, time, and title of the rental);

b) detailed with adult content removed: includes the elements described in a) above with "adult" content removed.

## 11. INTELLECTUAL PROPERTY

11.1. The customer accepts that the audio and video content accessed or made available to him/her within the scope of the service is exclusively for personal and private use and is protected by intellectual property rights, namely copyright and/or related rights, so any use of it for purposes other than private use can only occur with the express authorisation of the respective owners.

11.2. Under the terms of the law, communication of the work in any public place, by any means that serves to disseminate signals, sounds, or images, is subject to authorisation from the respective owners. A public place is any place to which access is offered, implicitly or explicitly, for a fee or without a fee, even with a stated reservation of the right of admission.

11.3. It is the sole responsibility of the customer who uses the service as part of his/her commercial activity to request and pay the Sociedade Portuguesa de Autores (SPA) and the other collective management entities registered with the Inspeção-Geral das Atividades Culturais for licences relating to the performance rights of musical and/or audiovisual works broadcast in public places, in accordance with the tables and fees set by the aforementioned entities. It is the customer's sole responsibility to prove to the competent authorities that payments associated with the public performance right of audiovisual and/or musical works have been regularised.

## SPECIFIC CONDITIONS FOR THE PROVISION MOBILE VOICE SERVICE

### 1. OBJECT

1.1. These Specific Conditions, the Subscription to Electronic Communication Services Form ("the Form"), when applicable, the Contract Summary and the Commercial Conditions, are intended to regulate the terms and conditions that govern the provision to the customer, by MEO – Serviços de Comunicações e Multimédia, S.A. ("MEO") of the mobile voice service ("service"). The service allows customers to make and receive national, international, and roaming communications, send, and receive SMS (short message service) and MMS (multimedia message service) messages and access emergency numbers via a number or numbers included in a national or international telephone numbering plan.

1.2. In everything not provided for in these Specific Conditions, the provisions of MEO's General Conditions for the Provision of Electronic Communications Services ("General Conditions") shall apply.

### 2. USE OF SERVICE

2.1. Without prejudice to the provisions of the following paragraph, the customer is guaranteed uninterrupted and free access to the single European emergency number - 112.

2.2. MEO may, under the terms of the law, cancel or delete the identification of the calling line, as well as record and make available the customer's location data when the customer makes calls to organisations with legal competence to receive emergency calls, for the purpose of transmitting such data to the aforementioned organisations so they can respond to such calls.

### **3. QUALITY-OF-SERVICE**

3.1. MEO undertakes to provide the service on a regular and continuous basis, except due to situations of force majeure (situations of an extraordinary or unforeseeable nature, external to MEO and which cannot be controlled by it) but does not undertake to ensure minimum quality-of-service levels.

3.2. The activation of the Mobile Voice service takes place at the moment of subscription, when the customer is already in possession of a card, or at the date of delivery of said card, if the customer does not have it in his/her possession, at the moment of subscription. In the latter case, the date of service activation shall not exceed 30 (thirty) days from the subscription of the service.

### **4. REFUND**

In the event of non-compliance with the time set out in Condition 3.2. for reasons demonstrably attributable to MEO, the customer may demand reimbursement of the amount which, based on the price of the monthly service charge or, in the absence thereof, on the average consumption over the last 3 months, corresponds to the duration of the unavailability.

### **5. SUSPENSION OF SERVICE**

During the suspension of the service and until it is cancelled, the customer is guaranteed access to calls that do not involve payment, namely those made to the European emergency number, as well as the corresponding provision of information on the caller's location to the most appropriate public security answering point under the terms of the law.

## **SPECIFIC CONDITIONS FOR THE PROVISION OF DATA SERVICE – MOBILE INTERNET**

### **1. OBJECT**

1.1. These Specific Conditions, their Annexes I, II and III, the Subscription Agreement to Electronic Communication Services Form ("the Form"), when applicable, the Contract Summary and the Commercial Conditions, are intended to regulate the terms and conditions that govern the provision to the customer, by MEO – Serviços de Comunicações e Multimédia, S.A. (hereinafter referred to as "MEO"), of:

- a) Mobile Internet on Mobile service, which allows data communication and internet access via mobile phone (hereinafter "Mobile Internet on Mobile");
- b) Mobile Internet service for PC or Tablet, which allows data communications, internet access and receiving text messages (SMS) (hereinafter "Mobile Internet for PC or Tablet").

1.2. The customer may also subscribe to additional services that MEO has available in its portfolio, subject to the acceptance of the specific conditions applicable to them.

1.3. In everything not provided for in these Specific Conditions, the provisions of MEO's General Conditions for the Provision of Electronic Communications Services ("General Conditions") shall apply.

### **2. USE OF SERVICE**

The customer undertakes to observe the Rules of Use of the service set out in Annex I, failing which MEO shall suspend the service under the terms of Condition 4. of the General Conditions or deactivate it.

### **3. QUALITY-OF-SERVICE**

3.1. MEO undertakes to provide the service on a regular and continuous basis, except due to situations of force majeure (situations of an extraordinary or unforeseeable nature, external to MEO and which cannot be controlled by it).

3.2. MEO does not undertake to guarantee minimum quality-of-service levels.

3.3. The activation of the Mobile Internet service takes place at the moment of subscription, when the customer is already in possession of a card, or at the date of delivery of said card, if the customer does not have it in his/her possession, at the moment of subscription. In the latter case, the date of service activation shall not exceed 30 (thirty) days from the subscription of the service.

3.4. Activation of additional services will be carried out in accordance with the respective special conditions.

### **4. REFUND**

In the event of non-compliance with the time set out in Condition 3., for the Internet Mobile Service, for reasons demonstrably attributable to MEO, the customer may demand reimbursement of the amount which, based on the price of the monthly service charge or, in the absence thereof, on the average consumption over the last 3 months, corresponds to the duration of the unavailability.

### **5. COMMUNICATIONS DETAILS**

When requested by the customer, the invoice detailing Mobile Internet Service communications includes the following elements: date and time.

### **6. SUSPENSION AND DEACTIVATION**

MEO may suspend the service, under the terms of Condition 4. of the General Conditions, or deactivate it, if the customer fails to comply with the rules set out in Annex I to these Specific Conditions.

### **7. MOBILE INTERNET SERVICE DATA CONSUMPTION**

7.1. The Mobile Internet data service will be made available to the customer in accordance with the tariff contracted by the customer and whose conditions are better identified in the Contract Summary.

7.2. If the Mobile Internet service tariff contracted by the customer has an associated monthly data traffic cap, valid in national territory and, if applicable, when roaming in the EEA and the United Kingdom, once this cap is exhausted, the customer can no longer access the service.

7.3. The preceding paragraph, however, does not preclude the customer from continuing to access the service via an

additional cap, in which case the customer must notify MEO of his intention, namely through the customer support lines best identified in this contract or through the customer area at [meo.pt](http://meo.pt).

## **ANNEX I - RULES FOR USING THE SERVICE**

### **A. Network and Systems Security**

1. The customer is not allowed to breach (or attempt to breach) any authentication or security system that protects access accounts, servers, services, or networks.
2. Data may not be intercepted on any network or server without the express authorisation of the legitimate owners.
3. It is not permitted to falsify (introduce, modify, delete, or erase, in whole or in part) data after it has been produced, with the intention of deceiving and misleading the recipients of such data.
4. The customer is not allowed to use remote computers as "proxies" for traffic forwarding purposes.

### **B. SPAM**

1. It is not permitted to send indiscriminate and unsolicited messages of an advertising nature or for direct marketing purposes (SPAM) to natural persons without their prior express consent.
2. The customer recognises and understands that he/she may not use the service to send indiscriminate messages.
3. The following are not allowed:
  - a) Sending of unsolicited messages to one or more systematic, indiscriminate, or selected recipients who have not previously authorised or requested the receipt of such messages in writing;
  - b) Making available, transmitting, sending any unsolicited or unauthorised content, namely promotional material, "junk mail", "SPAM", "chain letters", "pyramid schemes" or any other form of solicitation to the recipient of such content.

### **C. Intellectual Property Rights**

The customer expressly acknowledges and accepts that the texts, software, music, sound, photographs, video, graphics or any other material to which the customer has access through the service are protected nationally and internationally by the applicable copyright and industrial property provisions, and that any use of such material may only take place with the express authorisation of the respective owners.

### **D. Fair Use Policy**

1. In order to guarantee a high quality-of-service for its customers, MEO has adopted a fair use policy.
2. The Internet speeds can be consulted at [meo.pt](http://meo.pt) or through the contacts mentioned in these Conditions, and the internet speeds associated with each agreed tariff are those mentioned in the Contract Summary. Download and upload speeds may vary depending on the characteristics of the access, the type of connection used, the configuration of the computer, the applications the customer is running at any given time, traffic congestion on the Internet network, as well as the performance and access speed of the servers where the sites and content the customer wishes to access are hosted. These variations may slow down the browsing

experience or interrupt access to content, applications and/or services.

3. Without prejudice to the provisions of the previous paragraph, if MEO verifies that actions have been taken which are likely to create serious and occasional distortions in the quality of the services provided over the network, it shall inform the customer of this fact and may suspend the service on the grounds of a serious and culpable breach of the contractual conditions under the terms set out in Condition 4. of the General Conditions.

## **ANNEX II - INTERNET ACCESS SPEEDS**

1. For Mobile Internet for Phone and Mobile Internet for PC/Tablet services, the speed contracted by the client is shown in the Contract Summary detailing the estimated maximum speed and the advertised speed. These speeds assume optimal usage conditions and imply the conditions described below. These speeds are available in the coverage areas that can be consulted in [em.meo.pt/coberturaonline](http://em.meo.pt/coberturaonline).
2. The values indicated do not constitute minimum quality-of-service levels, as the actual download and upload speed at any given time depends on a number of factors including: the speeds supported by the terminal equipment used, the amount of traffic being coursed in the area where the service is used, the coverage in that area or location, use within buildings, the number of simultaneous users, the number of applications simultaneously running on the user's terminal equipment (firewall, antivirus, peer-to-peer applications, other sessions or applications competing with the internet session, etc), operating system and hardware and software configuration of the user's terminal equipment, the characteristics of the servers used and the capacity of the networks interconnecting these servers to the internet among other factors unrelated to MEO.
3. For the purposes of this Annex II, the following definitions shall be taken into account:
  - Maximum Speed Estimation: Maximum speed realistically achievable under the contract, depending on the place of use, the terminal equipment used and the supporting technology.
  - Advertised speed: Value communicated as characteristic of the tariff chosen by the client, in ideal technology situations (i.e. without restrictions due to terminal equipment).
4. In situations where, due to exceeding the monthly traffic included in the contracted service, the internet access speed is reduced, the customer will retain access to the service, without prejudice to the fact that its use may be limited to online activities with relatively lower bandwidth requirements.

5. For more information, please check the documentation at the following link [em.meo.pt/fatores](http://em.meo.pt/fatores).

## **SPECIFIC CONDITIONS FOR THE PROVISION OF FIXED VOICE IN MOBILE NETWORK SERVICE**

### **1. OBJECT**

- 1.1. These Specific Conditions, the Subscription to Electronic Communication Services Form ("the Form"), when applicable, the Contract Summary and the Commercial Conditions, are intended to regulate the terms and conditions that

govern the provision to the customer, by MEO – Serviços de Comunicações e Multimédia, S.A. ("MEO") of the fixed voice in mobile network service ("service").

1.2. The service allows customers to make and receive national and international voice calls at a fixed location (the address for the provision of the service, indicated by the client) and to access emergency numbers using a number or numbers included in a national or international telephone numbering plan.

1.3. Without prejudice to the service being provided over the mobile network, MEO assigns the customer a geographic telephone number, associated with the address indicated by the customer, which can only be used in that location.

1.4. MEO will provide the service solely and exclusively at the address indicated by the customer at the moment of subscription.

1.5. In everything not provided for in these Specific Conditions, the provisions of MEO's General Conditions for the Provision of Electronic Communications Services ("General Conditions") shall apply.

## **2. ACCESS**

2.1. Access to the service is via a direct connection to MEO's mobile communications network.

2.2. The access card is made available in a pre-active state and can only be used by the customer on a mobile terminal device at the address indicated on the form.

2.3. The customer is responsible for carrying out the necessary procedures to register the card in the geographical area of the address.

2.4. The customer will only be able to make voice communications at the address indicated by the customer at the moment of subscription and will be barred if he/she moves to a different area.

## **3. USE AND RESTRICTION OF THE SERVICE**

3.1. MEO provides the customer with mobile terminal equipment, which can only be used to access the service at the address indicated by the customer when subscribing to the service as the installation address. If the customer transports the terminal equipment to a location other than the service installation address, he/she will not be able to make or receive communications.

3.2. In the situations provided for in the previous paragraph, except in cases of force majeure and possible limitations of indoor accessibility, MEO undertakes to provide the service on a regular and continuous basis, within the coverage areas, which are those shown on the maps made available by MEO at all its points of sale and publicised at [meo.pt](https://meo.pt). To obtain coverage information for a specific location, as well as up-to-date coverage information, the customer can contact MEO through the customer support numbers mentioned in the beginning of the General Conditions or at [meo.pt](https://meo.pt).

3.3. For the purposes of the previous paragraph, an indoor accessibility limitation is considered to be any quality and service failure caused, in particular, by the occasional lack of coverage in indoor areas - in underground areas (e.g. garage or basement) or caused by the specific characteristics of

some buildings - or by the effect of congestion characteristic of mobile networks, at certain times or in peak traffic areas.

3.4. If the Customer inserts the access card into terminal equipment, mobile or fixed, other than that provided by MEO, the Customer shall be responsible for ensuring compliance with all legal or regulatory obligations, respective security measures and/or technical requirements that may apply.

3.5. MEO shall not be liable for any breach of the provisions of the preceding paragraph, nor for any loss or damage arising therefrom, and no liability may be imputed to it for wilful misconduct or negligence.

3.6. Without prejudice to the provisions of Condition 4.6 of these Specific Conditions, the customer is guaranteed uninterrupted and free access to the single European emergency number - 112.

3.7. MEO may, under the terms of the law, cancel or delete the identification of the calling line, as well as record and make available the customer's location data when the customer makes calls to organisations with legal competence to receive emergency calls, for the purpose of transmitting such data to the aforementioned organisations for the purpose of responding to such calls.

## **4. EQUIPMENT**

4.1. The mobile terminal equipment ("equipment") is made available to the customer on loan, remaining the property of MEO, and the customer must use it only at the address indicated by the customer at the moment of subscription.

4.2. The customer also undertakes to keep the equipment referred to in the previous paragraph in a perfect state of repair, and to use it properly, solely and exclusively for the purposes set out in these Specific Conditions, refraining from transferring it, making it available to third parties, introducing alterations or technical configurations to it, namely for use outside the geographical area of the address indicated.

4.3. The equipment is assigned to the customer during the term of the contract, the customer undertakes to deliver, within 30 (thirty) days after the termination of the service, in any MEO store, the loaned equipment in perfect condition, except for deteriorations resulting from the normal and diligent use thereof.

4.4. In the event of non-compliance with the provisions of the preceding paragraph, MEO reserves the right to invoice the customer for compensation equivalent to the value of the nondelivered equipment.

4.5. The equipment includes battery(s) and only works with electricity supplied at the address indicated, and the Customer must ensure that all the necessary conditions are in place to allow uninterrupted operation, either by contracting the electricity supply service or by constantly checking the respective power supply (battery).

4.6. MEO shall not be liable for any failure in the supply of electricity to the equipment, nor for the lack of battery power in the equipment and consequent interruption of the service. Any total or temporary, permanent, or transitory power failure at the address indicated on the Form will be the sole and exclusive responsibility of the customer, who must guarantee the supply of said power at said address.

## 5. QUALITY-OF-SERVICE

5.1. MEO undertakes to provide the service on a regular and continuous basis, except due to situations of force majeure (situations of an extraordinary or unforeseeable nature, external to MEO and which cannot be controlled by it) but does not undertake to ensure minimum quality-of-service levels.

5.2. MEO undertakes to activate the service within a maximum of 30 (thirty) days from the date of subscription of the service.

## 6. REFUNDS

In the event of non-compliance with the time set out in Condition 5.2. for reasons demonstrably attributable to MEO, the customer may demand reimbursement of the amount which, based on the price of the monthly service charge corresponds to the duration of the unavailability.

## 7. SUSPENSION OF SERVICE

During the suspension of the service and until it is cancelled, the customer is guaranteed access to calls that do not involve payment, namely those made to the single European emergency number.

## SPECIFIC CONDITIONS FOR THE PROVISION OF BUNDLED SERVICES

### 1. OBJECT

1.1. These Specific Conditions, the Subscription to Electronic Communication Services Form ("the Form"), when applicable, the Contract Summary and the Commercial Conditions, are intended to regulate the terms and conditions that govern the provision to the customer, by MEO – Serviços de Comunicações e Multimédia, S.A. ("MEO"), of integrated electronic communications services, contained in a bundle chosen by the Customer (hereinafter the "Service").

1.2. The Service is an integrated solution that includes at least an Internet access service, or an interpersonal communications service based on publicly available numbers, as well as other services or terminal equipment, provided that they are commercialised by MEO, as a single offer, with a single price and a single invoice, within the scope of this contract or any other related contract.

1.3. If a services bundle or services and terminal equipment bundle offered to the customer includes at least an internet access service or an interpersonal communications service based on publicly available numbers, the provisions of Article 114(1) of Law 16/2022 of 16 August shall apply to all elements of the bundle.

1.4. The provisions of these Specific Conditions shall apply cumulatively with the Specific Conditions for the provision of electronic communications services that are part of the bundle chosen by the Customer, all of which are contained in this document.

1.5. Anything not provided for in these Specific Conditions shall be subject to the provisions of the Specific Conditions of each service included in the bundle, as well as MEO's General Conditions for the provision of electronic communications services, which form an integral part of this contract.

1.6. In the event of any contradiction, these Specific Conditions shall prevail over the Specific Conditions of each service included in the bundle.

### 2. USE OF SERVICE

2.1. Membership of the Service is subject to one bundle/module per customer.

2.2. Some modules may require the activation of a minimum and maximum number of mobile voice service access cards, according to the tariff in force.

2.3. The integration of a prepaid card into the Service implies the loss of the balance that the customer has accumulated on the respective prepaid card.

2.4. In cases where, when subscribing to the Service, the customer requests the portability of mobile numbers, the procedure for the realisation of portability will only begin after the activation of the fixed components of the Service or, when the television signal distribution service is provided via satellite, after the installation of this service, in accordance with the request submitted by the customer. The impossibility of realising the portability of the numbers for access to the mobile voice service indicated by the customer for reasons not directly attributable to MEO implies the subscription by the customer of new numbers for access to the mobile voice service, under the terms set out in the previous paragraph.

2.5. Once the fixed components of the Service have been activated, the prices applicable to the Service will be due. Whenever the television signal distribution service is provided via satellite, the prices for each fixed service component installed will be due, regardless of whether all the fixed and mobile components that make up the Service are installed.

### 3. INVOICING

3.1. MEO will issue a single invoice for the Service, referring to all the components that make it up.

3.2. The customer undertakes to pay the invoice issued in respect of the Service within the period indicated on the invoice as the payment deadline.

### 4. DEACTIVATION OF BUNDLED SERVICES

In the event of non-compliance with the obligation to maintain the services that make up the bundle chosen by the customer, during the initial term of the Contract, MEO reserves the right to apply the early termination conditions set out in Condition 19.

### 5. RIGHT OF WITHDRAWAL

If the customer has the right under the applicable legislation to terminate, before the end of the loyalty period (if any), any element of a bundle (with Internet access service or publicly available number-based interpersonal communications service) for reasons of breach of contract attributable to MEO, including failure to offer, this right of termination applies to all elements of the services bundle.