Wholesale Roaming Access Offer

A. Introduction

The Regulation (EU) No 531/2012 of the European Parliament and of the Council, of 13 June 2012, on roaming on public mobile communications networks within the Union (Roaming Regulation), imposes, under its Article 3, the obligation for mobile network operators to meet all reasonable requests for wholesale roaming access.

BEREC published, on 27 September 2012, the BEREC Guidelines on the application of Article 3 of the Roaming Regulation – Wholesale Roaming Access. It describes the main obligations for MNOs (and corresponding rights of access seekers) concerning the provision of roaming access services.

B. Scope

1. This Reference Offer sets out the terms and conditions concerning the offer by NOS Comunicações, S.A (hereinafter "NOS") of wholesale roaming access, which may be necessary to allow the access seeker to provide roaming services (and relevant ancillary services). This Reference Order is in accordance with the Roaming Regulation and takes into account the BEREC Guidelines.

2. Wholesale roaming access covers access to network elements and associated facilities, relevant services, software and information systems, necessary for the provision of regulated roaming services to customers.

3. Wholesale roaming access includes both direct and resale access, in accordance with the conditions detailed in this Reference Offer. The list of Wholesale Roaming Services provided by NOS is included within Annex I. The provision by NOS of any services outside the scope of this Reference Offer is subject to a negotiation between the parties.
C. Definitions

4. **Access Seeker**: means any undertaking which is entitled, under the law of the Member State in question, to provide roaming services to end customers in that Member State and enjoys the right to wholesale roaming access under the terms of Article 3 of the Roaming Regulation, in order to serve EU roaming customers;

5. **Party (s)**: means NOS and the Access Seeker;

6. **Direct Wholesale Roaming Access/Direct Access**: means the making available of facilities and/or services by a mobile network operator to another undertaking, under defined conditions, for the purpose of that other undertaking providing regulated roaming services to end customers (roaming customer);

7. **Wholesale Roaming Resale Access/Resale Access**: means the provision of roaming services on a wholesale basis by a mobile network operator different from the visited network to another undertaking for the purpose of that other undertaking providing regulated roaming services to end customers (roaming customer).

8. **Visited Network**: means a terrestrial public mobile communications network situated in a Member State other than that of the roaming customer’s domestic provider that permits a roaming customer to make or receive calls, to send or receive SMS messages or to use packet switched data communications, by means of arrangements with the home network operator;

9. **Regulated Roaming Call**: means a mobile voice telephony call made by a roaming customer, originating on a visited network and terminating on a public communications network within the Union or received by a roaming customer, originating on a public communications network within the Union and terminating on a visited network;

10. **Wholesale Roaming Access**: means direct wholesale roaming access or wholesale roaming resale access;

11. **Union-wide Roaming**: means the use of a mobile device by a roaming customer to make or receive intra-Union calls, to send or receive intra-Union SMS messages, or to use packet switched data communications, while in a Member State other than that in which the network of the domestic provider is located, by means of arrangements between the home network operator and the visited network operator;

12. **Euro-voice Tariff**: means any tariff not exceeding the maximum charge provided for in Article 8 of the Roaming Directive, which a roaming provider may levy for the provision of regulated roaming calls in accordance with that Article;
13. **Regulated Roaming SMS Message**: means an SMS message sent by a roaming customer, originating on a visited network and terminating on a public communications network within the Union or received by a roaming customer, originating on a public communications network within the Union and terminating on a visited network;

14. **Regulated Data Roaming Service**: means a roaming service enabling the use of packet switched data communications by a roaming customer by means of his mobile device while it is connected to a visited network. A regulated data roaming service does not include the transmission or receipt of regulated roaming calls or SMS messages, but does include the transmission and receipt of MMS messages;

15. **MNO**: means a mobile network operator;

16. **MVNO**: means a mobile virtual network operator

17. **Roaming customer**: means a customer of a roaming provider of regulated roaming services, by means of a terrestrial public mobile communications network situated in the Union, whose contract or arrangement with that roaming provider permits Union-wide roaming;

D. **Wholesale Access Services for Regulated Roaming Services**

18. **Direct Access**: NOS offers the Wholesale Roaming Services necessary for an MNO or a full MVNO to offer retail roaming services to its end customers; such Wholesale Roaming Services are those which have typically been offered under wholesale roaming agreements in the period before the entering into force of the Roaming Regulation.

   a) Direct Access includes access to CAMEL phase I functionalities allowing access seekers a basic call management of prepaid calls.
   b) Configuration of the service will be in accordance with Annex I
   c) Should the access seeker reasonably request a service to be configured in a different manner from that set out in the Reference Offer, NOS, following an assessment on feasibility, will inform Access Seeker of the fair and reasonable charges for such configuration

19. **Resale Access**: includes a set of wholesale services which will allow a retail provider, with its own systems for handling all retail functions, to provide a retail roaming service to its end customer. For this purpose, NOS offers the following services:
a) Access to the Wholesale Roaming Services provided by visited network operators with which NOS has a wholesale roaming access agreement. If a new wholesale agreement is signed, unless otherwise stated, the resale access agreements will be extended to cover access to the new visited network;

b) Access to wholesale transit services, functions and facilities provided by NOS and used by NOS to provide retail roaming services to its customers, in particular: signaling, authentication, data clearing, billing interconnect, fraud handling, provisioning, Global Roaming Exchange and IP Exchange.

The detailed description of the services provided is included at Annex I. Configuration of the service will be in accordance with the request of Acess Seeker and following NOS assessment on feasibility. In accordance NOS will inform Access Seeker of the fair and reasonable charges for such configuration.

E. Prices and Charges

20. The prices and charges applicable to NOS’ Wholesale Roaming Access offer are included within Annex III.
21. The prices and charges are exclusive of VAT.
22. The safeguards imposed by NOS to assure payment for services provided and/or to assure recovery of investments undertaken specifically to provide access, are listed within Annex IV – Payment Guarantee.

F. Information required from Access Seeker

The following information is required from the access seeker:

a) Company name
b) Fiscal address and company registration number
c) VAT Number
d) Legal Representatives
e) Number of customers
f) Line of business (MNO, Full MVNO, Light MVNO)
g) Services requested and associated forecast
h) Geographical footprint requested (for the roaming service)
i) Financial Statements of the Company for the full business year previous to the request
j) Credit References.

G. Forecasts

NOS relies upon Access seeker forecasts to configure their networks to effectively handle access seeker anticipated traffic volumes. The access seeker must provide, at the time of the request, for the following 12 months rolling forecast with, the information below:

a) Number of users of the roaming service
b) Services to be used
c) Volumes (signaling SS7, minutes of mobile originated calls, minutes of mobile terminated calls, number of outgoing SMS, number of incoming SMS, MB of data (upload + download)) per visited country.

H. Refusal of Requests for Access

23. NOS may refuse a request for access based on objectively justified reasons, backed up by evidence where appropriate.

I. Time Limits

24. Responses to requests for access: NOS will process an initial request for Wholesale Roaming Access within two (2) weeks, after receiving the request.
25. Negotiation time: NOS will make available to the Access Seeker a draft contract within one (1) month of the access request.
26. Implementation time: Wholesale Roaming Access will be granted within three (3) months from the contract signature, subject to any delays on the part of the Access Seeker.

Notwithstanding the time limits set out above concerning Negotiation and Implementation time, NOS shall make reasonable efforts to respond as soon as possible to the Access Seeker request. Where NOS requires information or action from the Access Seeker in order to proceed and there is a delay in such provision, the period of any delay shall not count towards any relevant time limit.
The contract to be concluded between the Parties shall be a written agreement including the terms and conditions and all necessary specifications to enable the Parties to fulfill their rights and obligations in compliance with law.

NOS will do its best efforts to comply with the above mentioned times, notwithstanding in case of multiple and simultaneous request (more than one) these time limits, namely the implementation time may be subject to review and be fully justified by NOS.

J. Non-discrimination

27. The terms and conditions of provision of Wholesale Roaming Access by NOS pursuant this Reference Offer are equivalent to those relevant for the provision of services to NOS itself, including with respect to availability of access services, ordering, delivery and suspension of services for maintenance (including repairs, upgrades and modifications of NOS' network). Notwithstanding the referred above, NOS may need to prioritize requests.

K. Fraud Prevention Procedure

28. The Parties must agree on the contract fraud prevention procedures concerning fraudulent or unauthorized use by roaming customers. In order to minimize fraud or unauthorized use, the Parties will make their best efforts to implement Near Real Time Real Data Exchange (NRTRDE). Additionally, Access Seekers must deploy fraud monitoring systems to avoid the referred behaviors since their end customers' fraudulent behavior is an Access Seekers' responsibility.

L. Security and Data Privacy

29. Each Party's obligations hereunder to transfer information to the other Party shall not apply to the extent that a Party is prohibited from doing so by the regulations and laws of its own country applicable to International Roaming and/or Data Protection.

30. NOS and Access Seeker shall discuss and agree their respective obligations concerning secrecy rules, observation and data secrecy maintenance, namely regarding storage, treatment and transference of data under the contract, in accordance with Data Privacy Regulations/Laws applicable in their respective countries. The agreed obligations shall be included on the contract.
M. Confidentiality

31. All information exchanged between the Parties pursuant to this Reference Offer (hereinafter "Information") shall be treated as confidential and shall not to be disclosed in any manner whatsoever, in whole or in part, except as provided in this clause.

32. The Parties will disclose Information only to their directors, employees, professional advisers and agents who need to know such Information for the exclusive purposes of this Reference Offer and any contract resulting there from.

33. Information may be transmitted to governmental, judicial or regulatory authorities, as may be required by any governmental, judicial or regulatory authority of the respective Party’s own country.

34. Information shall not be considered to be confidential if the Information is (i) in or passed into the public domain other than by breach of this clause; or (ii) known to a receiving party prior to the disclosure by a disclosing party; or (iii) disclosed to a receiving party without restriction by a third party having the full right to disclose; or (iv) independently developed by a receiving party to whom no disclosure of confidential Information relevant to such Information has been made.

35. This clause shall survive the termination of the relationship of the Parties pursuant to this Reference Offer for a period of ten (10) years, but shall not in any way limit or restrict a disclosing Party’s use of its own confidential Information.

N. Law and Jurisdiction

36. This Reference Offer is governed by and will be construed according to the laws of Portugal and any dispute arising therefrom shall be subject to the exclusive jurisdiction of the courts of Lisbon, Portugal.

O. Dispute Resolution

37. In the event of a dispute arising in connection with this Reference Offer between undertakings providing electronic communications networks or services in Portugal, either Party may request ICP - ANACOM to resolve the dispute. ICP-ANACOM shall, without prejudice to the provisions of paragraph below, issue a binding decision to resolve the dispute.

38. In case ICP - ANACOM declines to resolve a dispute through a binding decision and after four (4) months the dispute is not resolved, and if the dispute has not
been brought before the courts by the Party seeking redress, either Party may request ICP - ANACOM to issue a binding decision to resolve the dispute.

39. The procedure referred above shall not preclude either Party from bringing an action before the courts.

40. In the event of a cross-border dispute arising under this Reference Offer, where the dispute lies within the competence of both ICP – ANACOM and another national regulatory authority, any Party may refer the dispute to the national regulatory authorities concerned. The national regulatory authorities shall coordinate their efforts in order to bring about a resolution of the dispute.

41. In case the national regulatory authorities jointly decline to resolve a dispute and after four (4) months the dispute is not resolved, if the dispute has not been brought before the courts by the Party seeking redress, and if either Party requests it, the national regulatory authorities shall coordinate their efforts in order to bring about a resolution of the dispute.

42. The procedure referred above shall not preclude either Party from bringing an action before the courts.

P. Contract Term, Termination and Suspension

43. The contract shall have an initial term of one (1) year, automatically renewed for successive periods of one (1) year, and subject to the conditions of paragraphs below shall remain in force unless terminated by one of the Parties in writing with a prior notice of sixty (60) days to the end of its current duration.

44. Notwithstanding anything in the contract to the contrary, NOS may without liability suspend the services in the following situations:
   a) use of equipment which is defective or illegal; or
   b) suspected illegal, unauthorized or fraudulent use, or
   c) technical or other problems on NOS public network, or
   d) maintenance or enhancement of NOS network, or
   e) breach of payment obligations, or
   f) where NOS would suspend or terminate those services to its own customers.

45. In case of a proposed suspension, NOS shall use its best efforts to give written notice prior to the suspension taking effect. If the suspension continues for more than three (3) months, NOS shall have the right to terminate the contract with immediate effect by written notice.
46. In addition to the conditions set out above and within clause R. Force Majeure, the Parties may also terminate the contract as follows:
   a) by mutual agreement; or
   b) by one of the Parties, with immediate effect, when the other Party is in material breach of the contract and does not or is not capable of remedying such breach within sixty (60) days of receipt of a written notice to such effect; or
   c) by one of the Parties, with immediate effect, if the other Party becomes bankrupt or insolvent, or if that other Party enters into any composition or arrangement with its creditors and that other Party is not able to ensure performance of its obligations; or
   d) by written notice of either Party to the other in the event that International Roaming becomes technically or commercially impracticable on either Party's public mobile network and the provisions set out above within this clause are not sufficient to solve the problem or if an unacceptable level of unauthorized use occurs and the other Party is not capable of remedying such unauthorized use within sixty (60) days of receipt of a written notice to such effect; or
   e) immediately in the event a final order by the relevant governmental authority revoking or denying renewal of the license(s) or permission to operate a public mobile network(s) granted to either Party, or any other license necessary to operate the service(s), takes effect.

Q. Liability

47. NOS shall not be liable to the Access Seeker under or in connection with this Reference Offer except to the extent of its negligence where such negligence results in proven damage or loss to the Access Seeker, in which event NOS' liability shall be limited to and shall in no event exceed two hundred and fifty thousand (250,000) EURO in respect of any one incident or series of incidents arising from the same cause.

48. Furthermore, in no event shall NOS be liable for any consequential damage or loss of whatsoever nature, including but not limited to, loss of profit or loss of business.
R. Force Majeure

49. Non-performance of either Party's obligations or delay in performing same shall not constitute a breach pursuant this Reference Offer, as long as it is due to a force majeure event, including, but not being limited to, governmental action, or requirement of regulatory authority, lockouts, strikes, shortage of transportation, war, rebellion or other military action, fire, flood, natural catastrophes, or any other unforeseeable obstacles that a Party is not able to overcome with reasonable efforts, or non-performance of obligations by a sub-contractor to a Party pursuant to any of the aforementioned reasons.

50. The Party prevented from fulfilling its obligations shall, on becoming aware of such event, inform the other Party in writing of such force majeure event as soon as possible. The respective deadline for compliance will be delayed for a period corresponding to the delay, without prejudice of the Party prevented from fulfilling its obligations to develop its best efforts in order to minimize the consequences of the force majeure event. If the force majeure event continues for more than six (6) months, either Party shall have the right to termination with immediate effect by written notice.

S. Testing procedure

51. NOS and the access seeker(s) shall agree on performing the tests necessary for the provision of the services to be agreed between both parties.

52. In these tests the access seeker(s) will assume the following responsibilities:
   a) Send and make available all necessary information concerning the SIM and/or USIM-card(s), i.e. IMSI, MSISDN, PIN, PUK from the users involved in testing procedures
   b) To include all TAP-data for traffic generated by these test SIM and/or USIM-card(s) in the normal billing and accounting procedures to be invoiced by NOS
   c) Ensure the operation of the services to be provided

53. NOS will assume the following responsibilities:
   d) Support the access seeker(s) in the tests and troubleshooting part where NOS network/billing is involved.
   e) Send the relevant information for the tests.”

54. The level of testing to be conducted will vary depending on the structure of the access seeker and the services to be supplied.
T. Entry into force

55. This Reference Offer enters into force on January 1st 2013 and may be revised at any time by NOS. This Reference Offer shall at least be updated every year in order to update regulated prices.

56. Any revised version of this Reference Offer shall be published by NOS on its website.

U. Annexes

The following annexes attached to this Reference Offer are an integral part hereof:

I. List of Wholesale Access Services;
II. Service Level Agreement;
III. Prices and Charges;
IV. Payment Guarantee;
V. Contacts
Annex I: List of Wholesale Access Services

NOS will provide Wholesale Roaming Access services as described below:

V. Direct Wholesale Roaming Access/Direct Access:

Roaming services provided by NOS as a Visited Network are in accordance to the GSMA Permanent Reference Documents and include:

a) Mobile Originated Voice Calls;
b) Mobile Terminated Voice Calls;
c) Short Message Service; and
d) Data service.

These services are supported implemented and supported by NOS as a Generic roaming agreement between NOS and an MNO.

W. Wholesale Roaming Resale Access/Resale Access:

Services provided by NOS as a Wholesale Roaming Reseller are the ones provided by the Visited Networks, when a Roaming customer roams in a Visited Network, and include:

a) Mobile Originated Voice Calls;
b) Mobile Terminated Voice Calls;
c) Short Message Services; and
d) Data.

These services are supported implemented and supported by NOS and its Roaming Partners.

In this Resale Access model, for the provision of this services the Access Seeker may require from NOS additional services, such as:

a) Network Elements (HLR, STP, AuC, IN, MMSC, SMSC, GGSN)
b) Ordering of SIM cards.
c) Provisioning in the AuC (to allow the usage of the SIM cards).
d) APIs for provisioning & management of the services in the network elements (Activation, Barring, Forwarding, among others).

e) Availability of the CDRs from the network elements and the tap files, for the integration in the Rating/Charging systems of the MVNO.

f) Availability of the NRTRDE (Near Real Time Roaming Data Exchange) files for the integration of the Access seeker fraud system.

g) CDRs without costs presentation since the Commercial Systems are from the MVNO.

h) Supervision 24x7 for process for troubleshooting of incidents (2nd Technical Line)

i) Operational/Technical Reporting (example: Number of IMSIs provisioned in the network).

Therefore and upon request by the Access Seeker, NOS following an assessment on feasibility, will inform Access Seeker of the fair and reasonable charges for such configuration.
Annex II: Service Level Agreement

This Annex sets out the standards of service which the Access Seeker can expect in the case of direct and resale wholesale access as well as the respective compensation for failure to meet such SLA.

The roaming service is offered by NOS following the GSMA Permanent Reference Documents, which do not include SLAs. Hence, NOS cannot commit to SLAs.

NOS will deliver the service in accordance to the timings of its roaming partners.

<table>
<thead>
<tr>
<th>ASPECTS OF PERFORMANCE</th>
<th>SLA</th>
<th>COMPENSATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery: initial order</td>
<td>Three months after contract signature or reception of order form, whatever the latest</td>
<td>To be set, according to the setup fee to be charged. Not applicable if delay is due to third partners.</td>
</tr>
<tr>
<td>Delivery: subsequent service changes/upgrades</td>
<td>Three months after contract signature or reception of order form, whatever the latest</td>
<td>To be set, according to the setup fee to be charged. Not applicable if delay is due to third partners.</td>
</tr>
</tbody>
</table>
Annex III: Prices and Charges

**S. Regulated Wholesale Roaming charges**

Regulated Wholesale charges are applicable to Regulated Roaming Calls, Regulated Roaming SMS Messages and to the Regulated Data Roaming Service, as defined in clause C. Definitions.

The tariffs below are valid until 30th June 2014 and are calculated over a 12 month period.

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
<th>Charging</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voice</td>
<td>0.10€/min</td>
<td>An initial minimum charging period of 30 seconds to calls + by second</td>
</tr>
<tr>
<td>SMS</td>
<td>0.02€/SMS</td>
<td>By event</td>
</tr>
<tr>
<td>Data</td>
<td>0.15€/MB</td>
<td>Per Kilobyte</td>
</tr>
</tbody>
</table>

Listed prices are exclusive of VAT.

Premium destinations are excluded.

**T. Non-regulated Wholesale Roaming charges**
The roaming service is provided by third parties (visited foreign operators) who charge NOS for such service. The prices charged to NOS depend on each visited network, destination of the calls and time of the day or day of the week (peak/off-peak).

Hence, the roaming cost can only be assessed while taking the specific profile of traffic of the Access Seeker.

The following prices are presented for the sake of illustration. The prices will be adjusted in accordance to the forecasts provided by the Access Seeker and/or its actual traffic profile.

Non-regulated roaming communications are charged according to the following:

- For incoming traffic, services are charged in function of the country which the roamer customer of the access seeker is visiting.
- For outgoing traffic, service is charged in function of the country which the roamer customer of the access seeker is visiting and the destination of the call/SMS, whichever price is higher. Example: a call made by a Roaming Customer visiting an African country and calling a Satellite network, will be charged with the Satellite tariff.

<table>
<thead>
<tr>
<th></th>
<th>Rest of Europe</th>
<th>Africa &amp; America</th>
<th>Asia &amp; Oceania</th>
<th>Satellite</th>
<th>Plane and Maritime Services</th>
<th>Charging</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outgoing calls</td>
<td>0,85€</td>
<td>1,00€</td>
<td>1,20€</td>
<td>5,00€</td>
<td>2,00€</td>
<td>Per minute</td>
</tr>
<tr>
<td>voice</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incoming calls</td>
<td>0,35€</td>
<td>0,40€</td>
<td>0,70€</td>
<td>1,20€</td>
<td>1,20€</td>
<td>Per minute</td>
</tr>
<tr>
<td>voice</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outgoing SMS</td>
<td>0,27€</td>
<td></td>
<td></td>
<td>Not Available</td>
<td>0,27€</td>
<td>Per event</td>
</tr>
<tr>
<td>Received SMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data</td>
<td>€10/MB</td>
<td></td>
<td></td>
<td>Not Available</td>
<td>100 KB</td>
<td></td>
</tr>
</tbody>
</table>

Listed prices are exclusive of VAT.
Premium destinations are excluded.

**U. Termination of incoming calls and outgoing SMS:**

<table>
<thead>
<tr>
<th></th>
<th>UE27/EEA</th>
<th>Rest of Europe</th>
<th>Africa &amp; America</th>
<th>Asia &amp; Oceania</th>
<th>Satellite</th>
<th>Plane and Maritime Services</th>
<th>Charging</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Incoming voice calls</strong></td>
<td>0,05€</td>
<td>0,25€</td>
<td>0,30€</td>
<td>0,60€</td>
<td>2,0€</td>
<td>2,0€</td>
<td>Per minute</td>
</tr>
<tr>
<td><strong>Outgoing SMS</strong></td>
<td>0,06€</td>
<td>0,12€</td>
<td></td>
<td>0,12€</td>
<td></td>
<td></td>
<td>Per event</td>
</tr>
</tbody>
</table>

Listed prices are exclusive of VAT.

Premium destinations are excluded.

**V. Payment and invoicing**

The charges for the Service will be calculated in accordance with the prices agreed on a monthly basis. Charging for the Service will begin on the Service Commencement Date and will be calculated in Euro in accordance with the details recorded by NOS.

Value Added Tax (VAT) will be added to each Party’s invoices, if applicable. To avoid such procedure both Parties will remit a VAT residence certificate.

The Parties will invoice each other on a monthly basis for the Service in Euro currency, in English and issue date no later than 15 (fifteen) calendar days of every month from the end of the month the traffic refers to.

Original invoices shall be sent by post and a soft copy shall be sent via e-mail in pdf format to the addresses detailed in Schedule 5 no later than 5 (five) calendar days from the issue date of the invoice.
Invoices shall include traffic volume in minutes by destination, rates by destination, subtotal by destination, VAT tax amount charged and total amount due. Invoices shall be in English and shall include both Parties legal VAT or tax registration numbers.

Each undisputed portion of the invoice must be paid in full, in Euro currency, by electronic bank transfer, so that the payment is received in the other Party’s bank account detailed in Schedule 5 no later than 22 (twenty two) calendar days from the end of the month traffic refers to (Due Date).

If the amount in dispute is less than 3% (three percent) of the corresponding invoice’s or netting proposal’s total amount, the Party must settle the entire amount of such invoice before the Due Date, notwithstanding its right on refund after the dispute is settled.

Notwithstanding notification of a billing dispute, the purchasing Party shall be in default, without further notification to that effect, if it fails to make payment of the undisputed portion by the Due Date. The Parties may charge daily interest on late payments at a rate equal to 3% (three percent) per annum over the base-lending rate of the European Central Bank. Interest will accrue daily but will not be compounded.

An invoice shall be deemed to have been accepted by the invoiced Party if the latter does not present a Contestation Notice before the Due Date as established in Clause 91. Nothing in this paragraph shall relieve the invoiced Party from paying those portions of an invoice that are not in dispute, provided that the latter shall not be entitled to withhold payment of any portion of an invoice.

The late payment interest shall not be applied (and the date of the invoice shall not be taken into account) in the event the invoiced Party presents a Contestation Notice before the Due Date, in good faith, the amount invoiced to it by the other Party and under the condition that the contesting Party:

(a) pays all invoiced and uncontested amounts on their Due Date; and,

(b) sends to the other Party its Contestation Notice prior to its Due Date; and,

(c) undertakes to pay the amount agreed on between the Parties at its new Due Date, that is the next invoice.
Both Parties may decrease their charges immediately on notice and increase their charges on 7 (seven) days' prior notice to the other Party. Each Party is not obliged to comply with the prior notice in case of any regulatory or legal requirement that impairs such prior notice.

The invoices can be corrected by the invoicing Party within 6 (six) months of issuing the invoice.

W. Set-up & Maintenance fee

A Set-up fee will be charged, in accordance to the Access Seeker's request of services to be implemented. For the non-regulated services that the Access Seeker may request to be provided by NOS, namely on the Resale access model, a monthly maintenance fee may be applicable in function of the requested service(s).
Annex IV: Payment Guarantee

Indebtedness includes charges:

a) invoiced but not yet paid; and,
b) incurred but not yet invoiced plus an amount equal to the Value Added Tax (if applicable) that will be payable on that sum.

In addition, NOS reserves the right to negotiate with the access seeker the revision of the latter’s security deposit or require additional security (including the increase of the security amount) in the event of a substantial modification of the financial situation of the other Party, or in the event of the ordering or use of additional Services.
Annex V: Contacts

Requests in relation to this Reference Offer may be directed to mobile.resellers@nos.pt, accompanied by the information specified in Sections F and G.