

BBnet Standard Terms and Conditions

1. **Scope** – This Network Services Agreement (“Agreement”) is entered into between BBnet, a limited company registered in Ireland, registration number 360636 having offices at Limerick Road, Ennis, Co. Clare and the Customer as identified on the Service Contract Sign-up Form. This Agreement outlines the terms and conditions under which BBnet will provide and the Customer will receive the Services. In the event of inconsistency between this Agreement and other communications, representations or undertakings with respect to the Services, this Agreement shall prevail. The parties agree to the following:

2. Interpretation – In the Agreement:

- a. “Address” means the Customer’s address in Ireland where the Equipment will be connected and Services provided, as noted overleaf or as changed from time to time as noted herein.
- b. “Equipment” means the radio transceiver, mountings, cabling, connectors, electronics, ducting, wall outlet, racks, routers, servers, network cards, software and any other telecommunication apparatus and/or any other equipment or materials supplied by BBnet in connection with provisions of any of the Services.
- c. “Minimum Period” means the period of 12 months starting on the date on which the Services are installed.
- d. “Normal Working Hours” means 9.00am to 5.30pm Mondays to Fridays (except Public Holidays);
- e. “Services” means the telecommunications transmission services, such as Internet Access, voice services, E-Mail or related value added services noted overleaf or as changed from time to time in accordance with the terms herein, whether provided directly by BBnet or under license by third party suppliers.
- f. “System” means the telecommunications network, incorporating all Equipment, licenses, contractual rights and other materials or rights utilised in providing the Services.

3. Installation and Provision of Services – BBnet’s Rights and Obligations

- a. BBnet will use commercially reasonable efforts to connect Customers to its network on the date agreed with the Customer and in compliance with the Target Service Levels as published and changed from time to time, which is incorporated herein. Any suggested date installation or connection. BBnet will make a commercially reasonable effort to site its Equipment in a location agreed with the Customer and will use commercially reasonable efforts to comply with requests made by Customers regarding the routing of cables. BBnet agrees to use its commercially reasonable efforts to minimise disturbance when undertaking any work at the Address and to make good, to the Customer’s reasonable satisfaction, subjects to the limitations of liability stated herein, any damage that it, its representatives or agents may cause at the Address.
- b. Provided the Customer complies with the terms of this Agreement, BBnet will use commercially reasonable efforts to provide the Services. In supplying the Services BBnet will use its reasonable skill and care but are unable to guarantee fault free performance. BBnet’s Services are provided on an “as is, as available” “best efforts” basis. No warranties, express or implied, including, but not limited to, those of merchantability or fitness for a particular purpose, are made with respect to BBnet’s services.
- c. BBnet shall provide such monitoring, preventative and corrective maintenance services during Normal Working Hours as it reasonably considers necessary for meeting obligations published from time to time in its Target Service Levels, and to ensure the proper functioning of the System and Equipment and for the provision of the Services to the Customer.
- d. From time to time BBnet, in its discretion, may monitor the Services electronically, including but not limited to the taping of telephone conversations, and Customer’s consent to its access, use and disclosure of any information as necessary to satisfy and law, regulation or other governmental request, or to

operate the Services properly, to improve Services, or to protect itself or its Customers. BBnet may use and/or disclose any information supplied by the Customer for its own administrative and customer services purposes, for any purpose required by law and to supply the Customer with information about other services available from BBnet directly or from associate companies. e. BBnet has the right to utilise sub contractors or third party agents to assist in providing the Services and to fulfil its obligations hereunder.

4. Installation and Provision of Service – The Customer’s Rights and Obligations

- a. The Customer shall obtain the necessary rights and permissions necessary in order for BBnet to connect and maintain the Equipment, and agrees to hold BBnet harmless from any obligations, costs or liabilities arising from the lack of such proper authority. The Customer agrees that he has authorised BBnet to carry out the actions necessary to install and maintain the Equipment on a continuing basis and agrees to provide reasonable access to the Equipment to for purposes of monitoring, maintenance or recovery.
- b. The Customer shall provide, at his/her cost, an electricity power supply of such a type and at such points as BBnet requires in order to provide the Services.
- c. The Customer shall keep the equipment free from any damage, shall maintain the area housing any Equipment which is located on the Customer’s premises in a reasonable, safe, dry and clean manner suitable to telecommunications equipment, and agrees to notify BBnet as soon as he/she is aware of any damage to the Equipment or detect in the operation or performance of the Service by telephoning, E-Mailing or writing to BBnet at the address or telephone number as published from time to time.
- d. The Customer agrees not to dispose of, move, remove, encumber or otherwise allow liens to be place on the Equipment.
- e. The Customer agrees to take reasonable steps to protect the Equipment against loss or theft and insure any of the Equipment against any loss, theft or damage for the full replacement value.
- f. The Customer agrees to use the Equipment in accordance with BBnet’s instructions and to restrict access to the equipment to only those representatives or agents that are authorised by BBnet. The Customer agrees not to connect equipment or devices to BBnet’s System, or make alterations to the Equipment or System that are not authorised by BBnet.
- g. The Services are provided solely for the Customer’s use, and the Customer agrees not to re-sell the Services, or allow their use by third parties without written permission from BBnet, which BBnet may give or withhold in its sole discretion.
- h. The Customer agrees to use the Services in compliance with all applicable laws, regulations and rules. In addition to the other remedies available to BBnet hereunder, agrees to indemnify and hold BBnet harmless for any losses, costs, obligations or other liabilities arising from any breach thereof. I, The Customer agree to utilise the Services in accordance with the Fair Usage Policy published by BBnet, which is incorporated herein as changed from time to time in BBnet’s published materials and as published on its website.

5. Title

- a. The Equipment shall remain the property of BBnet at all times and upon termination the Customer agrees to return the Equipment to BBnet.
- b. All content, including but not limited to trademarks and taglines identifying BBnet or its affiliates, graphics, images, content, button icons, and service names are and will remain solely BBnet’s property. Customers agree not to use BBnet’s logo, trademarks and other registered brands or identities for any purpose whatsoever, or to allow third parties to access or use such devices, unless the use of the device is approved in advance by BBnet in writing.
- c. Network address assignments issued by BBnet are the property of BBnet and are considered to be hired to the Customer as part of this Agreement. In the event service with BBnet is discontinued for any reason, such addresses will

revert to BBnet unless agreed otherwise in writing at the time of discontinuance of Service.

6. Charges and Payments

- a. The Customer agrees to pay the charges for the Services as set out in BBnet's tariff card, as published from time to time. Charges for Services that are provided over a period of time will be payable in advance of receiving the Service, and will be pro-rated for the proportionate period, from the date of installation of the respective services. Charges may be levied for damages or breaches of this Agreement. Unless stated to the contrary, all rates or charges published are exclusive of VAT. Any rates which advise VAT incl., are at the government applied rate of VAT at the time. BBnet has no responsibility for VAT rates.
- b. BBnet may alter the tariff card from time to time, upon on month's notice to the Customer.
- c. BBnet agrees to notify the Customer of the charges due, on a monthly basis, or other periodic basis as agreed with the Customer, via e-mail or one of the alternative billing methods available from BBnet as published from time to time and agreed with the Customer.
- d. The Customer agrees that if his/her bill is not paid in time, he/she may be liable for interest or other charges at 2% above the base rate as published by the Bank of Ireland, suspension or cancellation of the Services, administrative charged for the cost of delayed payment or bank charges and the costs of debt recovery proceedings to recover and debt owed by the Customer to Bbnet. Please note BBNET does not add any additional charges for this facility.
- e. If the Customer has agreed to pay his bill(s) by Direct Debit, or other electronic banking methods, this Agreement provides BBnet the authority to alter the variable credit/direct debit instructions according to the charges as published from time to time, applicable to the Services. This Agreement provides the authority for BBnet to notify the Customer's relevant credit card provider, bank or building society each month of the sums due in respect of the Service.
- f. If the customer wishes to pay via the paypal process, a charge of €3.00 will be applied for each transaction. This is to cover charges incurred through the Paypal process. Please note BBNET does not add any additional charges for this facility.

7. Changing or Assigning the Agreement

- a. The Customer may add to or reduce the Services from time to time by contacting BBnet at its published address or phone number. If BBnet provides any additional Services to the Customer at his request, the Customer agrees to accept those Services and incorporate them as part of this Agreement for a minimum period of 30 days.
- b. Provided the customer and BBnet agree, this Agreement will continue to apply if the Customer moves to another address. Where BBnet provides Services to a new address, that new address will be deemed to be the Customer's Address for the purposes of this Agreement until such time as the Agreement is terminated.
- c. BBnet may amend or vary the terms of this Agreement (including charges, technical specifications, Target Service Levels, Fair Usage Policy or other terms of providing the Services) from time to time by providing the Customer 30 days notice of such changes. In the event changes are significant, the Customer will have the right, within the 30-day notice period, to terminate this Agreement by providing BBnet written notice. If the Customer does not provide such notice within the 30-day notice period, the respective changes will be deemed to be accepted, and incorporated into this Agreement.
- d. BBnet retains the right to assign this Agreement to other parties by providing 30 days notice to the Customer, provided the assignee agrees to the terms and conditions described herein. In this instance, the Customer has the right to terminate this Agreement within the 30-day notice period by providing written notice to BBnet. Failure to provide notice of termination within the 30 day notice period will be deemed an acceptance of such assignment, which will be incorporated into the terms of the Agreement

e. The Customer agrees not to assign or transfer this Agreement without the written approval of Bbnet.

8. Suspension of Services

a. BBnet may suspend the Services immediately upon giving the customer notice if the Customer has not paid the Charges on a timely basis, or the customer has exceeded his approved credit limit, or BBnet is otherwise entitled to terminate this Agreement, or BBnet needs to carry out any maintenance, repairs or improvements to any part of the System, or BBnet's license conditions have changes, or BBnet is legally required to do so, or is required for safety reasons to do so, or in BBnet's reasonable opinion the Customer is in violation of the Fair Usage Policy described above or it is otherwise necessary or desirable under the provisions of this Agreement to do so.

b. If the Services are suspended as a result of a breach of the Agreement by the Customer, BBnet may make a charge in connection with suspending and/or recommencing the Services. Unless otherwise agreed with BBnet, such charges must be paid before the Services will be recommenced.

9. Termination

a. This Agreement will commence at the date of signature noted overleaf and continue for the Minimum Period. After the Minimum Period expires the Agreement may be terminated by either the Customer or BBnet, by giving the other 30 days' prior notice. If the Customer terminates this Agreement before the end of the Minimum other than in the circumstances outlined above as a result of notification of significant changes to the Agreement, the Customer will be liable for all charges thru the remainder of the Minimum Period.

b. If, during the Minimum Period, BBnet notifies the Customer of significant changes to the charges, the Agreement or the Services, the Customer may terminate this Agreement without incurring the balance of the charges due during the Minimum Period, by providing notice of intent to terminate within 30 days of receiving notice of the changes.

c. When this Agreement reaches its agreed end the Customer authorises BBnet to deactivate the Services and any other Equipment supplied by BBnet to obtain the Services. The Customer agrees he shall immediately cease to use the Equipment, and agrees to allow BBnet to remove the Equipment. Upon termination, the Customer agrees to the continuance of any way leave or right of access granted for the purposes of cabling or other equipment or materials located on the premises, unless the termination of the way leave is agreed to and notified by BBnet. The Customer agrees that failure to facilitate the return of any item of the Equipment may result in additional charges for any individual item of Equipment as published in BBnet's tariffs from time to time or otherwise notified to the Customer.

d. Where this Agreement is terminated for any reason or if any of the Services are cancelled BBnet will be entitled to retain any money (including, deposit monies and/or advance payments) held, and to apply that money towards any obligation or debt which the Customer may owe.

e. BBnet may terminate this Agreement with immediate effect if The Customer becomes insolvent or bankrupt, or enters into any composition scheme for the benefit of creditors or if any legal execution is levied or threatened on the property; or BBnet suspects that the Customer has committed or may be committing any fraud against it; or any way leave or other consent under which BBnet is entitled to connect, maintain, modify or replace its Equipment is revoked, suspended or otherwise terminated for any reason, or the Customer fails to comply with any of the provisions of this Agreement. However, in respect of the breach of a provision which is capable of remedy, BBnet will provide notice of the breach and at least 7 days to remedy it before this Agreement may be terminated.

f. If this Agreement is broken, BBnet may choose, in its discretion, to overlook such a break without losing its rights hereunder.

10. Limitation of Liability

- a. BBnet is not an insurer of access to its services nor accepts any liability for defective Services or Equipment other than as provided from time to time in its Target Service Levels. BBnet cannot guarantee that the Customer will have uninterrupted access to the Services, and makes no representations or warranties, including implied warranty, that BBnet will be able to provide access to the Services. BBnet shall not be liable for failure to provide the Services or otherwise undertake its obligations as outlined in this Agreement for reasons outside of its reasonable control. Matters outside reasonable control will include but not limited to lighting, flood or severe weather conditions, fire or explosion, civil disorder, terrorist activity, war, actions of local or national government or industrial disputes. Performance of the Telecommunications network or other operators and anything outside of our Equipment, is beyond BBnet's reasonable control.
- b. BBnet's liability for defective Services and Equipment will be limited to the amounts published from time to time in its Target Service Levels. In no event shall BBnet's aggregate liability exceed the amount paid by the Customer to BBnet for the Services.
- c. Customers release BBnet from and BBnet shall have no liability or responsibility for any direct, indirect, incidental, or consequential damages suffered by Customers (whether or not such damages were notified to or reasonably foreseeable by BBnet) in connection with use of or inability to use BBnet's Services including, but not limited to, damages from loss of data resulting from delays, non-deliveries, miss-deliveries, or service interruptions, or due to inadvertent release or disclosure of information sent even if the same is caused by BBnet's own negligence. Without limiting the generality of the foregoing, BBnet disclaims to the full extent permitted by applicable law any responsibility for (and under no circumstances shall be liable for) any conduct, content, goods, and services available on or through the Internet or BBnet's Services. Use of any information obtained via BBnet's Service is at the user's own risk. BBnet specifically disclaims any responsibility for the accuracy or quality of information obtained through its Services. BBnet will not be liable for any unforeseen or indirect loss, loss of profits, business, revenue. Loss of or diminished contracts or anticipated savings, wasted expense, financial loss, lost or destroyed data, liability to third parties or for damage or compensation for loss of use of the Services.
- d. BBnet will not be liable in any way for any loss or damage which is caused to Customer's own equipment or apparatus arising as a result of its use in conjunction with the System and the Customer agrees to indemnify BBnet for any damages, losses, costs or other obligations that BBnet incurs with respect to the Customer's or any third party's equipment connected to the System.
- e. The Customer agrees that they are solely responsible for any losses, costs, damages or other penalties imposed for using the Service to view, use or provide any material, or undertaking any action, that is illegal, immoral or otherwise contravenes any law, or damages or harms any other person. Customers agree to indemnify BBnet completely in respect of any and all liabilities, claims and losses which are in any way connected with his use or misuse of the Services or any other breach of Customers' obligations under this Agreement.

11. Law, Arbitration, Force Majeure and Notices

- a. This Agreement shall be governed by and construed in accordance with Irish Law. Any dispute arising under this Agreement which does not involve either a complicated issue of law or a sum exceeding €6,349 may be referred to arbitration under the procedures agreed between BBnet and agreed arbitrators.
- b. If any provision of these terms is prohibited by law or found to be unlawful, void or otherwise unenforceable, such provision shall, to the extent required by applicable law, be severed from these Terms and Conditions. The remaining provisions of these Terms and Conditions shall not as far as possible be

changed or modified and all other terms and conditions not so severed shall continue in full force and effect. No failure to or delay in exercising any right, power or privilege hereunder will act as a waiver hereof, except as expressly provided herein.

c. Neither party shall be in breach of this Agreement or incur any obligation, cost or liability resulting from delay or prevention of performance caused by an event of Forced Majeure, defined as events outside of the reasonable control or foresight of the party, including but not limited to acts of government, labour disputes, flood, fire, storm, acts of war, acts of God or acts of the public enemy. In the occurrence of events of forced majeure, the parties agree to utilise commercially reasonable efforts to remedy any non performance as soon as is reasonably practical, and if such non performance is not remedied within 60 days of one party notifying the other, the parties will have the right to terminate this Agreement in accordance with the provisions herein.

d. The headings of this Agreement are strictly for convenience and will not in any way be construed as amplifying or limiting the provisions contained herein.

e. Except as otherwise expressly provided herein, the rights and remedies provided herein will be in addition to and cumulative of all rights and remedies otherwise available in law or equity.

f. The parties' respective representations, warranties and covenants, together with the obligations of indemnification and limitations of liability will survive the termination of this Agreement.

g. Notices to be given by either party must be in writing and be delivered by hand, electronically by E Mail or sent by fax or ordinary post to the customer at the Address or to BBnet at the address specified, with the exception that changes to tariffs or technical specifications of Services may be published from time to time in newspapers, radio broadcasts or other public media, or on BBnet's website.

Any changes by the Customer to Services ordered may be by phone. h. Any notice period shall commence from the day on which the notice is delivered, if sent by hand, or from two working days after the date of post, if sent by ordinary post or the date of successful transmission if sent by fax.