

**Hi Speed Wireless Broadband Ltd Internet Service
Terms and Conditions**

Unit 25, Waterford Business Park, Cork Road, Waterford.

Customer Number _____

Wi-Fi Password _____

Definitions:

“HiSpeed Broadband”, “HiSpeed Broadband”, “HiSpeed” HiSpeed Networks Ltd T/A HiSpeed Broadband and any subcontractor acting on behalf of HiSpeed Networks Ltd T/A HiSpeed Broadband

“Customer” The customer of HiSpeed Broadband named in the order form with which the service(s) was (were) ordered.

“Switch-On Date” Date given by HiSpeed Broadband for commencement of service(s).

“Service” The service(s) that the customer has ordered from HiSpeed Broadband, terminating at the Ethernet port of the subscriber unit as owned by HiSpeed Broadband.

“Normal Working Hours” 9am – 5pm, Monday – Friday, excluding public holidays.

“Equipment” Subscriber units, antennae, radio equipment, masts, poles, brackets, cabling, junction boxes, wall outlets, connectors and any other devices or items supplied by HiSpeed Broadband for the provision of the service.

“Minimum Period” Agreed minimum period from the Switch-On Date.

“Licence Agreement” The signed order form coupled with these Terms & Conditions.

Terms & Conditions:

1. Installation & General

1.1 HiSpeed Broadband will make all reasonable efforts to provide the Service on or before the Switch-On Date, however no responsibility is taken for any consequences of a change in the Switch-On Date.

1.2 HiSpeed Broadband will make all reasonable efforts to provide the Service, however the service is provided on an “as-is” basis and no warranty is given as to merchantability or suitability for any particular purpose.

1.3 HiSpeed Broadband will make all reasonable efforts to safeguard the privacy of any communications performed by the Customer using the Service, however, as with most internet communications, it may be necessary to inspect or modify communications on the Service either manually or electronically for the purposes of, but not limited to, continued effective operation of the network, maintenance or cooperation with law enforcement agencies.

1.4 HiSpeed Broadband reserves the right to use subcontractors for the purpose of provision of the service at its own discretion.

1.5 The Customer is responsible for obtaining all necessary rights and permissions for access, running of cable, mounting of Equipment for the installation of the service and also ongoing access for the purposes of maintaining and recovering Equipment. The Customer accepts all responsibility for issues arising out of failure to obtain same.

1.6 The Customer will provide at no cost to HiSpeed Broadband, any electricity required at the Customer’s site, necessary for the provision of the Service.

1.7 The Customer will keep the areas that house Equipment clean and dry and in a state suitable for the accommodation of telecommunications equipment and will ensure that the Equipment is not damaged. The Customer takes full responsibility for damage to the equipment and warrants that any damage will be made good at the Customer’s cost, including replacement of the Equipment if necessary.

1.8 The Customer agrees not to resell or allow the use of any part of the Service without written consent from HiSpeed Broadband.

1.9 The Customer agrees to use the Service subject to any applicable legislation, laws or rules and to indemnify HiSpeed Broadband from the result of any breach of same.

1.10 The Customer agrees to use the Service subject to the Acceptable Usage Policy as available from HiSpeed Broadband on request.

1.11 The Customer agrees that HiSpeed Broadband is not responsible in any way for any networking, computer, telecommunication, software or other electronic equipment at the Customer's premises and that any malfunction of same cannot be attributed to the Service and that no trouble-shooting or repairs of same will be entered into by HiSpeed Broadband.

1.12 The Customer agrees that malfunctioning of individual websites or other third-party services accessed using the Service is not the responsibility of HiSpeed Broadband.

1.13 The customer's entitlement to support is defined in the knowledge base on the HiSpeed Broadband website. The customer should read this knowledge base to familiarise themselves with their entitlement to support. Note in particular that package speeds quoted on MyWave packages are "Up To" speeds and are not guaranteed. Dedicated and FTTB, however, are 100% CIR and no 'Up To' applies to these options.

1.15 Our wireless service is dependent online of sight from the customer's premises to one of our transmitters. If any obstruction to line of sight occurs, HiSpeed Broadband is not liable to remedy this obstruction. This includes (but is not limited to) any building being erected or any tree growth in the signal path. If an obstruction to line of sight occurs, we will advise the customer upon becoming aware of same and will recommend a course of action if available, but HiSpeed Broadband will not be liable for any costs or labour to remedy same.

2. Title

2.1 The Equipment remains the property of HiSpeed Broadband at all times and is lent to the Customer for the duration of provision of the Service subject to these terms and conditions.

2.2 On cessation of the Service, HiSpeed Broadband will not be obliged to remove any equipment from the Customer's premises, however, if at HiSpeed Broadband's discretion, it chooses to remove equipment, the Customer agrees to provide access for same.

2.3 IP addresses assigned to customers are hired by HiSpeed Broadband for the duration of the service and may be owned by HiSpeed Broadband or its upstream providers. At cessation of the service, all addresses will be taken over for other usage by HiSpeed Broadband and no responsibility is assumed by HiSpeed Broadband for any disruption caused.

2.4 HiSpeed Broadband will endeavour not to change the IP address(es) assigned to the Customer, however, if for any reason this becomes necessary, no responsibility is assumed by HiSpeed Broadband for any disruption caused.

3. Fees & Payments

3.1 The Customer agrees to pay for the Service according to the rates published on the HiSpeed Broadband Order form.

3.2 All payments are to be made using the payment method required by HiSpeed Broadband.

3.3 Unless stated to the contrary, all published prices exclude VAT and bank processing fees where applicable.

3.4 Fees for the Service will be paid in advance.

3.5 The Customer agrees that if she does not pay fees on time that the Service may be suspended, altered or degraded and that any costs arising from these activities or from the collection of fees will be payable by the customer.

3.6 The Customer agrees to give one month's notice to HiSpeed Broadband of cancellation of the contract. If the Customer does not provide this notice, the Customer will be required to make payment in lieu of one month's subscription fee.

3.7 In the event of the Customer cancelling the Service (or their direct debit mandate) before the end of the Minimum Period, the Customer will be liable to pay all monthly fees due until the end of the Minimum Period. This fee will be payable within 30 days of cancellation and will be pur-

sued vigorously by HiSpeed Broadband.

4. Suspension of Service

4.1 HiSpeed Broadband may at any time suspend the service if it is required to do so for safety reasons or maintenance purposes or on non-payment of fees or for licencing reasons or for legal reasons or for financial reasons.

4.2 HiSpeed Broadband may terminate this agreement or the Service at any time for any reason whatsoever.

4.3 Upon termination of this agreement or cancellation or suspension of the Service, the Customer agrees to stop using the Service and agrees to allow HiSpeed Broadband to terminate the Service immediately and to cease using the Equipment immediately and agrees to allow HiSpeed Broadband to remove the equipment in a timely manner at HiSpeed Broadband's discretion and agrees that HiSpeed Broadband will not be held responsible for loss of information, communications, data or business as a result of termination of the service. The Customer agrees that failure to return any of the Equipment may result in fees payable to HiSpeed Broadband for replacement of same.

4.4 Any content hosted or carried by HiSpeed Broadband as part of the Service, including but not limited to web pages, scripts, images, files or emails will be deleted on cessation of the service at HiSpeed Broadband's discretion.

4.5 HiSpeed Broadband may take action to suspend the Service if malicious traffic is seen to emanate from or target the Customer's network, including but not limited to virus or worm-generated traffic, unsolicited emails or spam. If the said traffic is emanating from the Customer's network, HiSpeed Broadband will not be obliged to reinstate the Service until the source of the malicious traffic is identified and stopped and HiSpeed Broadband will not be liable for any loss as a result of the suspension of the Service.

5. Limitation of Liability

5.1 HiSpeed Broadband does not provide any assurances or warranties or insurances of the merchantability of the Service or the suitability of the Service for any purpose. HiSpeed Broadband does not guarantee continuous access to the Service and shall not be liable for the Customer's inability to access the Service at any time or failure to provide the Service.

5.2 HiSpeed Broadband is not responsible for or liable for any damages or loss of Service caused by matters outside the reasonable control of HiSpeed Broadband. Reasonable control includes but is not limited to lightning, weather, climate, flooding, fire, terrorism, vandalism, acts of government, industrial disputes, performance of external communications networks or other outsourced services.

5.3 On no account will any liability, fee or refund payable by HiSpeed Broadband to the Customer exceed the total amount paid by the Customer to HiSpeed Broadband.

5.4 HiSpeed Broadband will not be liable for any losses or damages suffered by the Customer as a result of use of the Service.

5.5 HiSpeed Broadband will not be liable for any penalties, costs or other liabilities imposed as a result of the Customer's use of the Service.

5.6 The Customer agrees to hereby indemnify HiSpeed Broadband of any liability for damage to devices or software at the Customer's premises as a result of interconnection with the Equipment.

6. Law

6.1 This Licence Agreement shall be governed by Irish Law.