



Wireless Connect Ltd
Unit 31, The Enterprise Center,
Parkwest, Dublin 12.
Email: sales@wirelessconnect.ie
Web: www.wirelessconnect.ie
Phone: 1890 253 106

BROADBAND SERVICE STANDARD TERMS AND CONDITIONS

Wireless Connect Limited, a Limited Company incorporated under the laws of the Republic of Ireland with registered offices at Finnoe Road, Borrisokane, Co Tipperary. Tel. 1890 253106 , Website www.wirelessconnect.ie

These are Wireless Connects standard terms and conditions. They are to be accompanied by the applicable package details.

Version: 1.1

Revision Date: 17-07-2010

Before initiating one of our services, you must agree with our terms and conditions below. Please read the following carefully. By signing this agreement and or requesting a Broadband service from Wireless Connect Ltd you are agreeing to be bound by this contract.

This Subscriber Agreement (Agreement) is made by and between Subscriber and Wireless Connect Limited, each as defined in this document, for the provision and use of Fixed Wireless Broadband Internet access. Now therefore, in consideration of the mutual promises and covenants herein contained, the adequacy of which is hereby acknowledged, and intending to be legally bound, Subscriber and Wireless Connect Limited hereby agree the following. As used in this Customer document, the term the "Company" refers to Wireless Connect Limited. The term "Subscriber" refers to the individual or entity who subscribes to the service provided by Wireless Connect Limited.

1. The Company provides all services on an "As Is" basis. In providing Internet access and any other services, the Company, its officers, directors, employees, representatives and agents, make no representations or warranties except as expressly stated herein and EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SECURITY, AND SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. WITHOUT LIMITING THE FOREGOING, WIRELESS CONNECT LIMITED WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES OR TO ACCESS THE INTERNET, RELIANCE ON INFORMATION OBTAINED THROUGH THE INTERNET, INTERRUPTIONS IN SERVICE, DELETION OF FILES OR E-MAIL, LOST DATA, UNAUTHORIZED ACCESS TO THE CUSTOMER'S RECORDS OR FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSIONS OR ANY OTHER FAILURE OF PERFORMANCE.

2. The service provided by the Company is best effort and thus, NOT "life safety" qualified. You agree that you have considered the "best effort" nature of your Internet connection supplied by the Company before deciding whether the use of VoIP telephones, security systems, health monitoring systems or other systems requiring permanent, always-on connections is appropriate.

3. To ensure equitable Internet access for all Subscribers, the Company operates a Fair Usage Policy on all contended Services. Fair Usage establishes an equitable balance in Internet access across High-speed Internet Services for all Subscribers. To ensure this equity, heavy usage Subscribers may experience temporary throughput limitations during peak usage hours. Contended services are not intended for continuous high-volume data transfer.

Data transfer limits apply to all services with a maximum aggregate data transfer of limit 5Gb per month, unless explicitly stated differently in the package details. Please read your package details carefully. File

Registered Office: Wireless Connect Ltd Finnoe Road, Borrisokane, Co. Tipperary

Phone: 1890 253 106 – email sales@wirelessconnect.ie

Website: <http://www.wirelessconnect.ie> VAT# IE 6436620P



Wireless Connect Ltd
Unit 31, The Enterprise Center,
Parkwest, Dublin 12.
Email: sales@wirelessconnect.ie
Web: www.wirelessconnect.ie
Phone: 1890 253 106

sharing eg Kazaa, Bit Torrent applications are tolerated on the basis that they do not degrade overall network performance, and are used in accordance with the law.

4. Residential Users will not host any type of Server and allow other users to access the Server via the Internet.

5. Subscriber assumes ALL risk and liability for any use of the service. The Subscriber agrees to indemnify the Company against all claims, liability, damages, costs and expenses, including but not limited to reasonable legal fees, arising out of or related to Subscriber's use of the service.

6. It is the Subscriber's responsibility to ensure that battery backup is available to your wireless equipment, routers, etc, during power outages; otherwise the Internet connection won't be available during a power outage. In addition, it is the Subscriber's responsibility to ensure equipment is disconnected or suitably protected from lightning strikes or power surges. Damaged equipment is unlikely to be covered under warranty, and the Company will not be liable for your failure to protect your equipment as necessary.

7. The Company does not guarantee Internet network performance. The Company provides an Internet access service, and most conditions on the Internet are completely outside the control of the Company.

8. The Company reserves the right to change its rates and otherwise modify the terms and conditions of this Agreement at any time by notifying you 30 days in advance of the effective date of such changes. In the event that you wish to terminate your account due to a price increase, you, the customer, will have 10 days from the date of notification of the effective increase to either mail or fax the Company a written request to terminate services. Otherwise, the existing service will be billed at the new rate. This Agreement hereby supersedes all previous representations, understanding, or agreements, written or oral, by or between you and the Company, and shall prevail notwithstanding any variance with terms and conditions of any and all orders submitted.

9. The Company reserves the right to take whatever actions we deem appropriate to enforce these policies. The Company also reserves the right to change these policies without prior notice at any time. The actions the Company takes may include account suspension or termination. The Company does not issue any credits for accounts canceled due to policy violations. The Company reserves the right to refuse service to anyone at anytime for any reason.

10. The Subscriber agrees that this service is and shall be governed by and construed in accordance with the laws of Ireland and both Parties hereby submit to the exclusive jurisdiction of the Irish Courts to resolve any dispute arising hereunder.

11. The Customer Premises Equipment will be installed at the Service Address as specified in the Subscriber Agreement. The Company is responsible for delivery of service to the Customer Premises Equipment Subscriber interface, further distribution of the service is not the responsibility of the Company and no support will be provided for issues beyond the Customer Premises Equipment Subscriber interface.

12. The Subscriber is not permitted to resell or redistribute your Internet connection to other parties unless agreed to in writing by the Company. A violation of this policy will result in the immediate termination of your account.

13. The Subscriber is responsible for creating their own back-up copy of any important or critical information that they may have stored on their system or any Company server.



Wireless Connect Ltd
Unit 31, The Enterprise Center,
Parkwest, Dublin 12.
Email: sales@wirelessconnect.ie
Web: www.wirelessconnect.ie
Phone: 1890 253 106

14. The Subscriber agrees that the user name and password will be kept secure from others to prevent unauthorized access to the service.

15. The Company grants to the subscriber a non-exclusive, non-assignable and non-transferable license to use and display any software provided by or on behalf of the Company only for the purposes of accessing the service. Unauthorized copying of the software is expressly forbidden. The Subscriber may not sublicense, assign or transfer the license or the software.

16. Network address assignments issued by the Company are the property of the company and are considered to be hired to the Subscriber as part of this agreement. In the case of the Company network upgrade it may be necessary to issue a new Public IP Address, if this arises the Company will endeavor to give reasonable advance notice to enable the Subscriber to plan for the changeover.

17. Any Internet activity, which references back to the Company or its services in a damaging manner, will result in suspension or termination of account(s). Illegal Internet activity using or referencing to the Company or an account or services provided by the Company will result in immediate termination, possible prosecution, and assessment of legal fees accrued.

a) Users are responsible for the integrity of content for messages sent from their account, whether sent as mail or as electronic postings, and must therefore meet standards as if they were tangible documents.

b) Users shall not use their account to create or distribute any images, sounds, messages or other material, which are obscene, harassing, racist, malicious, fraudulent or libelous, nor use the account for any activity that may be considered unethical, immoral, or illegal.

c) Users shall not intentionally seek information about, browse, obtain copies of or modify files, passwords, or tapes belonging to other people, no matter where they are located, unless specifically authorized to do so by those individuals.

d) Users shall not attempt to decrypt any encrypted material unless authorized to do so.

18. Use of the Company's services and the access of your Internet account by you as a company and/or an individual constitutes acceptance of this Agreement in full. This Agreement is effective when you first use the Company's services, including but not limited to access to the Internet, and continues until service is terminated. If either party terminates this Agreement, you are still responsible for any charges on your account.

19. The connection fee and first month's rental must be paid immediately after installation of wireless equipment. Unless a special offer in writing or part of an offered package says different. There is a fixed charge for a Standard Installation. Non-standard Installations will be dealt with on a case-by-case basis and usually attract an additional connection fee. Any additional fee will be agreed with the Subscriber in advance of installation and be paid at time of installation or collected on the first Direct Debit transaction.

20. Service provision using Wireless technology is dependent on Line-of-sight between a Base Station and the Subscriber premises. In the case where there is doubt regarding Line-of-sight, Wireless Connect Limited may offer to carry out a Line-of-sight test to establish if service can be provided.

21. The Company bills for most services in advance. Payments are due in advance unless stated explicitly as otherwise. Accounts are considered active until canceled by the user. Unused time in any month is non-refundable. Accounts in default may be subject to a late payment charge of up to EUR 80 and an interest charge of 1.5% per month on the outstanding balance. If your account is referred to collection the Subscriber agrees to pay any collection costs incurred including reasonable legal fees, and court costs. A bounced Direct debit, cheque or standing order will incur a charge of up to EUR 14.50 per each occurrence.

Registered Office: Wireless Connect Ltd Finnoe Road, Borrisokane, Co. Tipperary

Phone: 1890 253 106 – email sales@wirelessconnect.ie

Website: <http://www.wirelessconnect.ie> VAT# IE 6436620P



Wireless Connect Ltd
Unit 31, The Enterprise Center,
Parkwest, Dublin 12.
Email: sales@wirelessconnect.ie
Web: www.wirelessconnect.ie
Phone: 1890 253 106

22. Billing statements can be sent via e-mail. A paper copy can be requested at a cost of EUR 7 Euros per invoice or statement sent out.

23. The use of your account to send out any bulk and/or unsolicited e-mail, commercial or otherwise (spamming), is strictly prohibited. Bulk e-mail (spamming) is defined as identical or similar e-mail messages sent to 25 or more recipients where the recipient has not specifically requested such e-mail. Any violation of this policy may result in the immediate termination of your account, at the sole discretion of the Company.

24. Impersonating another user or otherwise falsifying one's user name in e-mail or any post to any newsgroup or mailing list is strictly prohibited.

25. In addition to any other fees and penalties that may be assessed by the Company, as provided herein, you shall be held liable for any and all costs incurred by the Company as a result of your violation of any terms and conditions of this Agreement. This includes, but is not limited to, solicitors' fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations.

26. In the event you want to cancel the Service, you must notify the Company in writing thirty (30) days prior to such cancellation. This notice must be e-mailed, faxed or mailed to the Company or otherwise delivered in accordance with the Company's policies. Where the Service is canceled before the conclusion of a minimum term contract the Subscriber will be liable for the full payment of all fees for the remainder of the contract period.

27. All connection service equipment except mounting brackets/mounting hardware will remain the property of the Company and will be recovered in the event of disconnection of service. It will be the responsibility of the customer to ensure that all equipment is used and maintained in a reasonable way.

28. The broadband service shall have a maximum download speed 1Mbps and upload speed of 128kbps, unless the applicable package explicitly state otherwise.

29. All inquiries and Customer service requests shall be directed to sales@wirelessconnect.eu

30. This agreement will run for a minimum period of twelve (12) months or for as long as explicitly stated in the accompanying document stating this particular package details. Non-payment of charges will result in suspension or termination of service. Reconnection of service after such an event will have a charge associated that must be paid in advance of a reconnection along with any outstanding balance. This service is based on a best efforts basis. Wireless Connect Limited undertakes no liability for failure of service

31. All additional equipment purchased including but limited to cabling, hardware and software carries a 1 year warranty replacement unless otherwise stated.