

[VISUALLY IMPAIRED SUBSCRIBERS ARE WELCOME TO REQUEST A HARD COPY OF THESE TERMS IN A LARGER FONT CALL 00 353 505 36007]

Parties

1. This agreement (**the Agreement**) is made between (A) Wireless Connect Limited a limited company incorporated in Ireland with CRO number 416620 (registered office at Finnoe Road, Borrisokane, Co Tipperary) with management offices at Unit 2, The Enterprise Centre, Parkwest, Dublin 12 . Tel: 0505 36007. Website: www.wirelessconnect.ie (**the Company**) and (B) the customer named on and who (or which) has signed the Subscriber Order Form by which the customer selects services from the Company.

Agreement terms

2. These terms and conditions are the Company's standard terms and conditions of service and are accompanied by the applicable product/service offerings (**hereafter "Package(s)"**) with which every customer (**hereafter "Subscriber"**) hereby accepts and agrees prior to using any of the Company's services. Subscribers are requested to read these terms and conditions and their Package details carefully. By using a broadband internet service from the Company and or by signing this Agreement a Subscriber agrees to be bound by its terms. For the purpose of this Agreement the use of the Company's services by a Subscriber includes such use by all persons permitted access to the same by the Subscriber.

Line of sight test

3. Service provision using fixed wireless access 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 the Company may offer to carry out a line-of-sight test to establish if service can be provided.

Agreement - commencement

4. This Agreement is effective on the earlier of the date signed or the date of installation and continues until service is terminated. Use by Subscribers of the Company's services and access to Subscribers' accounts constitutes acceptance of this Agreement in full. If either party terminates this Agreement Subscribers remain responsible for any charges on their account.

Cooling off period

5(a) Subscribers who are natural persons and who qualify as consumers are entitled under law to a 14-day cooling off period from the date of their Agreement with the Company for the installation of service. However, if a Subscriber wishes to be installed in under 14 days the Company will do so on condition that the Subscriber thereby accepts that if they exercise their right to cancel they will be liable as set out in 5(b).

5(b) The Company operates a returns policy that is consistent with the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013. Subscribers who wish to cancel this Agreement within the cooling off period can use the model cancellation form and guidance notes referred to in those Regulations copies of which the Company provided to them prior to the conclusion of this Agreement. The following limitations apply to such Subscriber's right to cancel:

5(b)(i) **Supply of services:** where the Subscriber has purchased a service, the Subscriber acknowledges that when the Subscriber begins using the service before the end of the cooling off period the Subscriber will be liable for all charges incurred up to the date of cancellation. Supply of services include but are not limited to :

- The installation engineering charge.
- A pro rata fraction of the monthly subscription charge.

5(b)(ii) **Diminished Value of Goods:** where the Subscriber has used the products or goods supplied to the Subscriber before the end of the cooling off period the Subscriber will be liable for any diminished value of the products or goods. This reduction in value will be assessed by reference to full market value. The Subscriber acknowledges that the moment that new products are removed from their packaging they immediately suffer a diminution in value. Similarly, if such goods are placed in a location requiring expense to access (such as a rooftop) that expense also contributes to a diminution in value.

Agreement duration

6. This Agreement will run for a minimum period of twenty four (24) months from the date of initial commencement of the service unless explicitly stated otherwise in the Subscriber's 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 (see 8. below). Service(s) provided by the Company are based on a best effort basis and the Company accepts no liability for failure of service. Subscribers are however entitled to expect that: the service(s) they order is/are provided with proper care and attention; the Company has the appropriate skills to provide them; any materials the Company uses in the work are sound and fit for their purpose, and; any goods supplied as part of the service are of acceptable quality.

Installation and connection fee

7. The installation fee, connection fee and first month's rental must be paid immediately after installation of the 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 set out in the Package details. Non-standard Installations will be dealt with on a case-by-case basis and usually attract an additional charge usually dependent upon the additional time and labour involved. Any such 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.

Billing and payment terms

8. The Company bills for most services in advance and electronically unless otherwise requested. Paper copies will be provided at an additional cost of EUR 7 Euros per invoice or statement sent out. Monthly payments via direct debit and are due in advance unless agreed otherwise in writing by the Company. Accounts remain active until cancelled by the Subscriber. Unused time or capacity in any month is non-transferable and 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 a Subscriber's 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. In the event of a Subscriber's account being suspended (e.g. for non payment) the Company will charge a re-connection fee of €50.

Equipment at Subscriber premises & responsibility interface

9(a) Equipment installed at a Subscriber's service address may comprise: a fixed wireless access external receiving unit (**"CPE"**); mounting and support bracketry; exterior ducting and or cabling; one or more internal wireless routers with or without a VOIP telephony ATA switch; internal cabling; VOIP telephones; power transformers/chargers; such other service equipment as may be appropriate to the development of the IoT. Any such equipment will be installed at the service address specified in the Subscriber's Package agreement.

9(b) The Company will be responsible for delivery of internet access to the CPE and thence to the data supply point (presently the first wired ethernet interface) within the Subscriber's premises. That data supply point (aka demarcation point) will be the interface between the Company and the Subscriber as regards

responsibility for service unless the Company provides additional services (such as VOIP telephony) in which case the data supply point will include service to such additional related equipment. Further distribution of the Company's services beyond the abovementioned interface is not the responsibility of the Company and no support will be provided for issues beyond the relevant interface. Subscribers accept that the installation of equipment whether within or without the premises will involve drillings and fixings to their property and both agree to the same without the right of remediation of same if and when the Subscriber's account is terminated.

Authority regarding non-owned premises

10. Where the premises to be installed by the Company are not owned by the Subscriber the Subscriber warrants that the Subscriber has obtained the permission and consent of the premises' owner to the installation.

Ownership of and title to equipment

11. All connection service equipment except mounting brackets/mounting hardware will remain the property of the Company and the Company shall be entitled to recover the same in the event of termination of the Subscriber's account. The Subscriber is responsible for ensuring that all Company equipment is used and maintained in a reasonable way.

Equipment warranty

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

Backup/failover service(s)

13. The services provided by the Company are on a best effort basis and therefore if the Subscriber requires mission-critical connectivity the Subscriber alone is responsible for obtaining and maintaining failover/back-up services. Unless the Company is providing VOIP telephony services (in which case separate terms and conditions will apply) the Company does not provide access to emergency services nor does it provide caller location information. The Subscriber accordingly accepts and agrees that the Company's services are provided only on a best effort basis and that the Subscriber has given careful consideration to redundancy/failover/backup options before deciding whether the use of the Company's services (for such options as VoIP telephones, security systems, health monitoring systems or any other systems requiring permanent, always-on connections) is appropriate for their circumstances.

Power backup and surge protection

14. Subscribers acknowledge their sole responsibility to ensure that power/battery backup is available for their wireless equipment, routers *etc.* during power outages and accept that if they fail to provide same their Internet connection will not be available during a power outage. In addition, it is the Subscriber's responsibility to ensure the Company's equipment is disconnected during or suitably protected from lightning strikes or power surges. Subscribers acknowledge that equipment damage in such circumstances will not be covered under the Company's inwards purchase warranty and that they the Subscriber will be liable to the Company for a Subscriber's failure to protect the Company's equipment as necessary.

Basic and NGA upload/download speeds

15(a) Legacy basic broadband services have minimum download/upload speeds of 1Mb/s and 256Kb/s respectively unless the applicable Package explicitly states otherwise. For the purposes of the Open Access Regulation, generally, the Company's NGA internet access broadband services have minimum download/upload speeds of 30Mb/s and 6Mb/s respectively unless the applicable Package explicitly states otherwise. Normally download and upload speeds will be within approximately 20% of the advertised speed of the package as selected on the order form. The maximum speed is much greater than both the minimum speeds and the advertised speeds on the selected Package, and because user demand and technology is constantly increasing the Company cannot give a constant precise number and therefore the safest course here is for the Company to say that the available speeds are as per the above.

15(b) These speeds can be attained by testing between the responsibility interface (the first wired ethernet interface belonging to the Company's CPE inside the premises) and a fully functional laptop with sufficient resources to perform a speedtest to an reputable independent service nominated by the Company outside the Company's network.

Public IP addresses

16. Network address assignments issued by the Company are the property of the Company and for the purposes of this Agreement are hired to the Subscriber as part of this Agreement. No Subscriber has the right to a static public IP address unless so agreed in their Package. The Company reserves the right to change any Subscriber's public IP address and will endeavour to give reasonable advance notice so as to enable the Subscriber to plan for the changeover.

Fair Usage

17. To try to ensure equitable Internet access for all Subscribers, the Company operates a fair usage policy on all contended services. Such fair usage policy is intended to establish an equitable balance of access for all Subscribers to and across high-speed internet services. As a result Subscribers accept that from time to time they may experience temporary throughput limitations in the event of congestion events (such as Distributed Denial of Service Attacks ("DDOS")) or similar attacks, statistically unusual concurrent demand, or failure of a primary link. Contended services are not intended for continuous high-volume carrier grade data transfers, File sharing applications (*e.g.* Bit Torrent) are permitted on the basis that they do not degrade overall network performance and are used in accordance with the law.

Access security

18. The Subscriber agrees that the username and password provided to the Subscriber by the Company will be kept secure from others to prevent unauthorized access to the Company's service(s).

Service upgrade

19. If a Subscriber wishes to upgrade their Package they will be required to enter into a new agreement and subject to them not exercising their right to cancel during the appropriate cooling off period for that new contract their preceding contract will thereby be deemed to have determined from the date such upgraded service commences.

Service termination

20. In the event a Subscriber wants to cancel a service and or their entire account they must notify the Company in writing thirty (30) days prior to such cancellation. This notice must be e-mailed, sent by post to the Company or otherwise delivered in accordance with the Company's policies. Where the service or account is cancelled before the conclusion of a minimum term contract the Subscriber will be liable for the full payment of all fees which would have been payable for the remainder of the contract period.

Internet access experience, net neutrality, traffic shaping, data sampling and protection

21(a) The Company will use best endeavours to provide a service in line with Package specifications as well as in compliance with ComReg and Irish Advertising Standards Authority guidelines. However, the Company does not guarantee Subscribers' general extraneous internet access experience due to the fact that there are many internet related dependencies which are completely outside the Company's control.

21(b) The Company undertakes to deliver good quality service over infrastructure under its control. Subject to applicable law, the Company shall not restrict content between content providers and Subscribers. The Company undertakes to ensure adequate upstream capacity on the Company's network to transit providers and local peering exchange points. However the Company is not and, can not be responsible for failure by an internet content provider to provide adequate bandwidth to the Company's local peering exchange or upstream transit points *i.e.* the Company can only exercise influence over its own network, not the internet generally.

21(c) The Company observes and maintains a net neutrality traffic policy. The Company has designed its network to avoid congestion. The Company does and shall not throttle or in any way limit specific internet services for any reason other than the proper maintenance of its network. The Company therefore must reserve the right in exceptional circumstances to prioritise and throttle traffic during unexpected network congestion events such as:

1. Failure of a primary network connection or primary network equipment
2. Failure of an upstream carrier network
3. Failure of a third party backhaul network
4. Denial of service attack on a Subscriber or generally on the Company's network
5. Onset of a statistically atypical concurrent Subscriber demand event.

21(d) The Company shall only apply technological considerations when prioritising traffic in the abovementioned exceptional congestion events so as to minimise the disruption to Subscribers' services. From a technical viewpoint this approach can be summarized as follows:

1. Network critical traffic such as BGP, OSPF, ICMP being prioritised over all other traffic,
2. Real time traffic such as VoIP (voice over IP) being prioritised over web browsing traffic,
3. Web browsing traffic being prioritised over SMTP mail traffic,
4. SMTP traffic being prioritised over Bulk FTP downloads / Peer to Peer traffic.

21(e) The Company reserves the right to collect the minimum information necessary for the purpose of carrying out the following operations namely to:

1. Validate that Subscribers are receiving adequate service,
2. Record the IP assigned to the Subscriber and the dates of its assignment and un-assignment,
3. Record the volume of data usage by Subscribers,
4. Collect and retain for no more than 1 week sampled detailed traffic packet header data to facilitate the detection and mitigation of denial of service attacks against affected Subscribers and or the Company's network.

21(f) The Company shall protect Subscriber data in accordance with the requirements of GDPR (the General Data Protection Regulation) as well as any and all other applicable data protection legislation and subsequent amendments and or replacements thereof. The Company shall not lease, sell or share user data with third parties other than as required by law (see below).

21(g) The Company reserves the right to retain data sampled as described above in raw form for analysis to try to calculate the origin of attacks as well as how to detect and mitigate further such attacks in the future. For the further security of Subscribers' data the Company undertakes to maintain separation between IP address assignment database and said the sampled attack traffic.

21(h) Subscribers acknowledge accept and understand that the Company may be obliged by law to disclose user data to third parties such as, as a result of lawful data retention requests as set out by the memorandum of understanding between Hotline.ie (formerly ISPAl) and the Gardai, the Permanent Defence Forces and Revenue Commissioners.

21(i) The Company reserves the right to aggregate Subscriber total and or average usage data (both upload and download) in common with that of all other Subscribers so as to allow for network maintenance, planning and upgrade purposes as well as for internal and regulatory reporting purposes. The Company undertakes to aggregate sufficient Subscriber data so as to ensure that no one Subscriber's data usage habits (even in anonymized format) can be identified. 21(j) Subscribers are referred to the Company's Code of Practice for further information.

Software license(s)

22. 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 Company's services. Unauthorized copying of the software is expressly forbidden. Subscribers may not sub-license, assign or transfer the license or the software.

No censorship & DNS-based filtering

23. The Company has a no censorship policy nor unless requested does the Company does implement opt-out filtering of Internet traffic for users. The Company does however acknowledge and respect the rights of parents and schools to protect children in their care. Accordingly, the Company offers a DNS-based filtering service to Subscribers who wish to filter internet content for children under their care. The Company cannot however guarantee the efficacy of the said DNS filtering system and utilizing Subscribers accept that it is up to them to monitor and protect vulnerable users when they are using the internet. Once again, further information is set out in the Company's Code of Practice.

Risk and Indemnity

24. Subscribers accept and assume all risk and liability for their use of the Company's services. Subscribers agree to hold harmless and 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.

Limitation/exclusion of warranties/liability

25. In providing Internet access and any other services the Company, its officers, directors, employees, representatives and agents, make no representations or warranties beyond those required by law except as expressly stated herein and to the extent permitted by law (but only to that extent) expressly disclaims 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 the Company will not be liable for damages resulting from *inter alia*: the use or inability to use its services; 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, electronic attacks; delays in operation or transmissions; or any other failure of performance. These exclusions do not affect Subscribers' statutory rights.

Changes to Agreement and Package terms

26. The Company reserves the right to change its charges and otherwise modify the terms and conditions of its Packages and or this Agreement at any time by giving 30 days advance notice to Subscribers of the effective date of such changes. In the event that Subscribers wish to terminate their account due to an implemented price increase or change of terms any such Subscribers have from the date of notification of the effective increase until the increase implementation date to either email or post the Company a written request to reject the new terms or to terminate services. Otherwise, the existing service(s) will be billed at the new rate if applicable from the notified implementation date.

Compliance with and change of terms

27. The Company reserves the right to take whatever actions it considers appropriate to enforce the policies described in this Agreement and or the Packages. The Company also reserves the right to change such policies at any time upon proper notice as described above. The actions the Company takes may include account suspension or termination. The Company does not issue any credits for accounts cancelled due to policy violations and or breaches of these terms and conditions.

No re-sale

28. The Subscriber is not permitted to re-sell or redistribute the Company's services to other parties unless agreed to in writing by the Company. Violation of this clause will result in the immediate termination of service(s).

Illegal internet activity

29(a) Any internet activity by a Subscriber which references back to the Company or its services in a damaging manner will result in suspension or termination of the relevant Subscriber's account(s). Illegal internet activity conducted over or using the Company's services or referencing to the Company will result in immediate account termination and may be referred to the Garda Siochana.

29(b) Subscribers 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.

29(c) Subscribers shall not use their account to create or distribute any images, sounds, messages or other material, which are obscene, harassing, racist, malicious, fraudulent or libellous, nor use the account for any activity that may be considered unethical, or illegal.

29(d) Subscribers shall not intentionally seek information about, browse, obtain copies of or modify files, passwords, data or equipment belonging to other persons, no matter where they are located, unless specifically authorized to do so by those persons.

29(e) Subscribers shall not attempt to decrypt any encrypted material belonging to the Company including but not limited to CPE passwords, network access keys / tokens.

Bulk emails (spamming)

30. The use of a Subscriber's 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 the relevant account at the sole discretion of the Company.

Impersonation

31. 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.

Liability for spamming and other consequential costs

32. In addition to any other fees and penalties that may be assessed by the Company, as provided herein, Subscribers shall be liable for any and all costs incurred by the Company as a result of their 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 and or internet service violations.

Severability

33. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

Clause headings

34. Captions and paragraph headings throughout this Agreement are for convenience and reference only, and shall in no way be deemed to define, limit, or add to the meaning of any provision of this Agreement.

Waivers

35. Any waivers in relation to a Subscriber's agreement must be made in writing and the failure of the Company at any time to require a Subscriber's performance of any obligation under their agreement shall not affect the Company's right subsequently to require performance of that obligation. Any waiver of any breach of any provision of a Subscriber's agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of any other provision.

Entire agreement

36. This Agreement hereby supersedes all previous representations, understanding, or agreements, written or oral, by or between the parties and shall prevail notwithstanding any variance with terms and conditions of any and all orders previously submitted to the Company.

Jurisdiction and governing law

37. This Agreement including the Packages 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.

Complaints procedure

38(a) All complaints will be given due consideration and generally will be responded to after being confirmed in writing within 2 business days. The Company's complaints handling team will propose a remediation plan to the Subscriber. If the affected Subscriber remains dis-satisfied with the outcome of the handling of their complaint they should in the first instance request that it be escalated to a senior member of staff and still dis-satisfied the matter will ultimately be referred to a director of the Company. In the event of continuing dis-satisfaction with the outcome of their complaint Subscribers are directed to ComReg Consumer Queries Phone [018049668](tel:018049668) Email consumerline@comreg.ie for further assistance.

38(b) If a Subscriber is dis-satisfied with the Company's service(s) and complaints procedures (and has contemporaneously and duly notified the Company of the Subscriber's dis-satisfaction) on the grounds of any continuous or regularly recurring discrepancy between the actual performance of the internet access service regarding speed or other quality of service parameters and the performance indicated in accordance with points (a) to (d) of Article 4 of the Open Access Regulation they are free to: seek assistance from ComReg customer queries as described above. in the event they remain dis-satisfied such Subscriber, has the remedy of issuing legal proceedings for compensation in respect of the diminution in the value of the affected services for which they have paid the Company.

38(c) Subscribers are also referred to the Company's non contractual Code of Practice which do not form part of these terms and conditions.

38(d) In the unlikely event that a Subscriber has complained to the Company regarding its service(s) and subject to: (i) the Subscriber fully cooperating at all times with the Company's support team in diagnosing the issue (ii) the Company determining the root cause of the fault being attributable to the Company, then if the resolution of the issue cannot be resolved within 10 working days the Subscriber shall be entitled to request a refund of subscription from the date of the notification of the complaint until the Company's support department determines the technical fault has been resolved. The Subscriber will be notified of the fix in writing and the fix will be recorded on the Company's support ticketing system.

38(e) If the Company accepts there is a defect in goods and/or services provided and fails to resolve the issue within 20 working days, under consumer protection legislation the Subscriber has rights to have defects remedied under the Sale of Goods Acts, 1893 & 1980 and to seek rescission of the contract.

Contact, support and complaints information

39. All enquiries and Customer service requests should be directed to the following contacts according to Subscribers' requirements:

- (a) Sales: sales@wirelessconnect.ie 050536007
- (b) Technical Support: support@wirelessconnect.ie 050536007
- (c) Complaints: complaints@wirelessconnect.ie 016205585

40(a). MODEL CANCELLATION FORM

[Complete and return this form only if you wish to cancel the contract.]

— To Wireless Connect Limited, Unit 2, The Enterprise Centre, Parkwest, Dublin 12

--- sales@wirelessconnect.eu:

— I/We [] hereby give notice that I/We [] cancel my/our [] contract of sale of the following goods/ services /for the provision of the following service [],

— Ordered / received on _____

— Name of consumer(s), _____

— Account number, _____

— Customer Eircode _____

— Address of consumer(s), _____

— Signature of consumer(s) [only if this form is notified on paper] _____ —

Date _____