

Pure Telecom agrees to make available to the Customer the Facility described below on the following Terms and Conditions:

Definitions

The following words shall have the following meaning:

"ADSL Line" means an asymmetric digital subscriber line.

"Pure Telecom Broadband" means the Facility.

"Agreement" means this agreement between Pure Telecom and the Customer for the provision and where applicable for the installation of the Facility.

"Rental" is the recurring charge payable by the Customer to Pure Telecom in respect of the Facility.

"Connection Charge" means the once off non-recurring charge payable by the Customer for initial provision and where applicable installation of the Facility.

"Content" means data, information, video, graphics, sound, music, pictures, text, code, scripts, photographs, software and any other material (in whatever form) which may be made available as part of the Facility.

"Charges" means rental, connection charge and any other charge payable by the Customer to Pure Telecom hereunder.

"Customer" means the person with whom Pure Telecom makes has made or is deemed to have made an agreement for the provision to such person of the Facility and also means a person to whom such Facility has-been or is being provided or shall mean the person using the Facility.

"Facility" means the provision of a Leased Line/VDSL/ADSL line at the Premises to enable the customer to avail of high-speed Internet access at a level selected by the Customer.

"Order Form" means the relevant form of order or other such appropriate form for the Facility issued by Pure Telecom, which the customer completes and communicates, to Pure Telecom.

"Initial Period" means six calendar months from the RFS date.

"Kit" means equipment comprising of, inter alia, hardware and software.

"Premises" means the location where the Facility is provided.

"Ready for Service date" (otherwise "RFS date") means the date on which Pure Telecom establishes the Facility for the Customer.

"Welcome Letter" means any letter supplied to the Customer with the Kit.

1. Agreement General

1.1 In this Agreement: The Order Form, these Terms and Conditions and the Acceptable Use Policies constitute and set out the entire agreement (“the Agreement”) between the Customer and Pure Telecom relating to the provision and where applicable the installation of the Facility. If there is any inconsistency between these documents they shall take precedence in that priority order.

1.2 The Agreement supersedes and replaces all prior communications, drafts, contracts, representations, warranties, undertakings and agreements of whatever nature whether oral or written, between the parties to the Contract.

1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

1.4 If any of the provisions of this Agreement are held to be unenforceable, illegal or void in whole or in part the remaining portions of the Agreement shall remain in full force and effect

1.5 The parties agree that the fact that this Agreement may be stored or exchanged in electronic form shall not affect its validity.

1.6 This Agreement shall be governed by and construed in accordance with Irish law.

2. Provision & Commencement of the Facility

2.1 This Agreement shall commence on the Ready for Service date and shall be for the Initial Period. Provided that this Agreement has not been terminated in accordance with its terms or in accordance with the regulations, this Agreement shall thereafter automatically renew for successive six-month periods. For the purposes of this clause 2, a six-month period will be calculated from the anniversary of the RFS date.

2.2 The Customer may cancel its order for the Facility at any time prior to the RFS date. In the event of such cancellation by the Customer it shall be obliged to return any loan equipment, which may have been provided, to it by Pure Telecom. Any equipment shall be returned to Pure Telecom at Unit 3018 Lake Drive, Citywest Business Park, Dublin 24. In the event of any equipment not being returned to Pure Telecom within ten (10) days of the cancellation of the Order for the Facility, the Customer shall be charged by Pure Telecom and shall pay to Pure Telecom such sum as is set out in the Regulations as being the charge payable in respect of the non-return of any Kit.

2.3 Provision of the Facility is subject to the suitability of the telephone line. If the line is suitable the provision of the facility may result in temporary loss of telephone Service to the Customer during the period in which initial installation is taking place.

2.4 On order completion, the Customer shall be provided with: (a) the RFS Date by Pure Telecom; and (b) where the Customer so requests Pure Telecom shall provide it with the use of an ADSL modem for the duration of this Agreement to facilitate connection to the Facility.

2.5 The Facility shall be provided either by way of Full-Install (the installation of the Facility at the Premises by an Pure Telecom technician) or, by way of Self-Install (the provision of a Kit by Pure Telecom to the Customer to enable the Customer to carry-out the installation itself).

2.6 Pure Telecom does not warrant that the Facility will meet the Customer's requirements or that the operation of the Facility will be uninterrupted or error-free.

3. Use of the Facility – General

3.1 The Customer hereby agrees to avail of the Facility subject to the provisions of the Telecommunications Scheme in force for the time being and the provisions of any legislation applicable thereto (all together hereinafter referred to as "the Regulations").

3.2 The Facility is available at different levels. Each level has a particular set of features (e.g. bandwidth, loan equipment functionality etc) and a Broadband Traffic Policy (defined within the Pure Telecom Acceptable Use Policy): The Customer shall select the level of the Facility it wishes to avail of and shall inform Pure Telecom of its selection. The Customer agrees to be bound by the Broadband Traffic Policy attaching to its selected level of the Facility. In the event that Customer usage represents excessive use of the Facility, Pure Telecom may, without prejudice to its right to charge the Customer for the excess usage, request the Customer to select a level more appropriate to its usage. In the event of the Customer refusing or neglecting to select an alternative level of the Facility, Pure Telecom may, upon due notice, terminate the provision of the Facility to the Customer.

3.3 The Customer may change the level of the Facility selected by it on giving at least five (5) days notice to Pure Telecom. Any fee as set out in the Regulations, shall be charged by Pure Telecom and paid by the Customer in respect of the change of a level.

3.4 The Customer agrees to provide Pure Telecom and its agents with all such information and cooperation including, inter alia, suitable Premises, equipment and services as Pure Telecom may reasonably require from time to time to enable it to provide the Facility. Pure Telecom may, in its absolute discretion, refuse to provide the Facility where such information or co-operation is not furnished by the Customer.

3.5 The Customer agrees that from time to time it may be necessary for Pure Telecom to temporarily suspend the Facility during periods of repair, essential maintenance or alteration or improvement to Pure Telecom's telecommunications network or otherwise in accordance with the law. Where possible Pure Telecom will give the Customer notice prior to such suspension of the Facility and Pure Telecom shall restore the Facility as soon as possible after such suspension.

3.6 The Facility is provided in accordance with the relevant product description in the Regulations. The Customer acknowledges that the relevant product description may contain limitations and constraints on the use of the Facility. The customer agrees and undertakes to adhere to these constraints and restrictions.

3.7 The Facility is provided solely for the Customer's own use and the Customer shall not resell the Facility (or any part of the Facility) to any third party.

3.8 The customer has read and understands the Acceptable Use Policy (AUP) and understands that may be revised from time to time. The Facility may only be used by Customers in accordance with Pure Telecom's Acceptable Use Policy

3.9 Where additional terms and conditions or sections of the Acceptable Use Policy govern any access to any Content or to any Internet service, the Customer acknowledges that it is obliged to comply with such terms and conditions.

4. Payment

4.1 We reserve the right to alter Charges and shall notify the Customer of such a change by notice in writing and/or on the Customer bill 14 days in advance of the implementation date of such change.

4.2 The Customer shall be charged monthly in advance or otherwise as deemed appropriate by Pure Telecom for usage of the Facility.

4.2.1 The first payment shall be due by the Customer pro-rated to and corresponding with the period for which the Facility has been activated and consequently the first charge may be for connection charges, partial period in arrears in addition to the regular charge period in advance.

4.3 In order to avail of the Facility the Customer agrees to pay by Direct Debit. All sums due to us shall be paid in full by you within twenty-one (21) days of the date of the bill. Pure Telecom reserves the right to charge Customers an additional administrative fee for any unpaid Direct Debits.

4.4 Pure Telecom may from time to time require security for, or advance payment in respect of any sum of money, fee, charge, subscription or expense payable or to be payable by a Customer for the Facility.

4.5 Postage & Packaging Charge of €12 ex VAT applies to the delivery of all modems and routers.

4.6 Should you disagree with any charges shown on your bill you are requested to write or phone us before the date that payment is due highlighting the charges that you are querying, all other charges will remain due at the payment date. If the charges that you have highlighted are incorrect then we will apply a credit to your account in respect of any incorrect charges, if an amount remains outstanding we will advise you of the amount and the new payment date Unless a credit is issued the full amount remains due.

4.7 The Customer agrees that without prejudice to the Customer's right to terminate this Agreement under due notice, to pay on demand such Charges as may be fixed from time to time by or in accordance with the Regulations in respect of the Facility.

5. Termination

5.1 This Agreement may be suspended or terminated by Pure Telecom for breach of its terms or, otherwise in accordance with the Regulations.

5.2 Subject to the provisions of clause 5.3, this Agreement may be terminated by either party on three-month's written notice to the other.

5.3 If the Customer terminates this Agreement during the Initial Period, Pure Telecom may, without prejudice to its rights to treat the termination as a breach or repudiation of this Agreement, agree to accept such termination provided notice of such termination is addressed to Pure Telecom and the Customer agrees to pay to Pure Telecom as a termination charge, such sum as represents the remaining Rental due for the Initial Period plus the disconnection fee as per clause 5.3.1

5.3.1 A disconnection fee equivalent to three months service charge will apply to the service cancellation.

5.4 On termination of this Agreement for whatever reason, the Customer shall return to Pure Telecom within fourteen (14) days of such termination any loan equipment, the use of which may have been supplied to it pursuant to clause 2.4(b) by Pure Telecom as part of the Facility. In the event of failure by the Customer to return such loan equipment it shall become liable to pay to Pure Telecom such charges as are set out in the Regulation as being payable in respect of such failure.

5.5 Termination of a broadband connection at any time shall result in an €75 ex VAT charge to be paid in full by the customer on termination of the service.

5.6 Where this Agreement is terminated by the Customer for the purposes of availing of Bitstream Port Transfer, the transfer to another authorised operator shall not come into effect until such time as the Customer has paid to Pure Telecom all Charges due and owing, up to the date of termination together with all Charges arising from such termination as set out in this clause 5.

6. Liability

6.1 In so far as the same is permissible by law, Pure Telecom shall not be liable in contract, tort or otherwise for any loss, injury or damage, other than death or personal injury arising directly from: a) any act, omission, error, default, failure or delay in respect of the provision, installation, operation, maintenance or termination of the Facility; (b) any failure of the Facility; (c) any failure of, or defect in, anything provided as a part of or in association with the Facility.

6.2 In no event shall Pure Telecom be liable to the Customer for damage suffered by the Customer as a consequence of acts or omissions of third parties. The Customer acknowledges that it accesses the Internet at its own risk and that Pure Telecom has no responsibility for any goods, services, information, software or other materials accessed by the Customer whilst using the Facility

6.3 In no event shall Pure Telecom be liable to the Customer in contract, tort or otherwise including any liability for negligence or breach of duty for: (i) any loss of revenue, business, contracts, Anticipated Savings, or profits, or (ii) any loss or corruption of data or software configuration (iii) any indirect or consequential loss, howsoever arising. "Anticipated Savings" means any expense, which the Customer expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of using the Facility.

6.4 The Customer shall indemnify Pure Telecom against all claims made against Pure Telecom, for loss, damage or injury to any person or property occasioned by or arising from the use of the Facility by the Customer.

7. Maintenance

7.1 The Customer shall notify Pure Telecom as soon as possible after a defect, fault or impairment in the operation of the Facility is detected and Pure Telecom shall endeavour to attend as soon as practicable during normal business hours to the fault at the Premises or at whichever location Pure Telecom considers the reported fault to be located.

7.2 Pure Telecom reserves the right to charge the Customer reasonable costs and expenses incurred by Pure Telecom in providing maintenance services where the need for maintenance services results from any one of or a combination of the following: (i) acts of God, lightning, electric voltages and currents impressed on the telecommunications line by lightning or otherwise, fires, floods, storms or other catastrophes; or (ii) government control, restrictions or prohibitions; or (iii) any other act or omission of any public authority (including Government) whether local, national or international; or associated with any telecommunications systems other than that of Pure Telecom ; or (vii) any other cause whatsoever which is beyond the reasonable control of Pure Telecom (iv) the wilful or negligent act or default of the Customer or of any supplier, agent of the Customer; or (v) failure of the Customer to comply with any of the provisions of this Agreement; or (vi) fault in or other problem or damage to equipment supplied.

7.3 The charges payable in respect of the provision of such maintenance are as set out in the Regulations.

7.4 In the event of loan equipment replacement from Pure Telecom. The cost of return of the replaced equipment will be the responsibility of the customer.

7.5 The term "maintenance" means maintenance of the NTU (Network Termination Unit) and/or the Splitter but not any internal wiring, which at all times remains the responsibility of the Customer.

8. Miscellaneous

8.1 Notices to Customer: Pure Telecom shall send all notices either to the Customer's billing address as provided on Customer Application Form or place same on the Pure Telecom website and this shall be accepted as proper notification. All written correspondence from Pure Telecom shall be deemed served 48 hours after posting or on earlier proof of delivery. Notices to Pure Telecom: Pure Telecom's address for service of any notice hereunder shall be Unit 3018 Lake Drive, City West Business Campus, Dublin 24 or such other address as we may specify

8.2 Downgrade: A €45 ex VAT charge shall be charged to the in the event of a request to downgrade a broadband service.

8.3 Assignment: The Customer may not assign this Agreement in whole or in part without the prior written consent of Pure Telecom. Pure Telecom may assign this Agreement to an Affiliate without consent

8.4 No Waiver: Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or

enforcement thereof, or of any such right or any other right on any later occasion. Any deficiency in the Customer's authority to avail of the Facility or to use the Equipment shall not preclude reliance by Pure Telecom on any of its rights under this Agreement

8.5 Pure Telecom reserves the right to alter these terms and conditions without prior notice.