

## **ebroadband General Terms and Conditions**

### **YOU MUST READ AND ACCEPT THE FOLLOWING BEFORE USING EBROADBAND NETWORK:**

#### **1.1 CONTRACTING PARTIES**

Your agreement is with ebroadband. The following Terms & Conditions apply to your use of our Services. Use of the Services provided by ebroadband, shall be deemed to constitute an acceptance of this Agreement. Subject to termination in accordance with these General Terms, the Agreement shall continue for the Minimum Term of the applicable Services and thereafter shall continue on a month by month basis until terminated in accordance with these General Terms. This Agreement is personal to you. Unless we give you prior consent, you cannot pass your rights or responsibilities under this Agreement or transfer or assign this Agreement to anyone else, even if you nominate any other person to make changes to your account. It is your sole responsibility to make sure all Services on your account are used in accordance with this Agreement.

#### **1.2. CHANGES TO THE AGREEMENT**

We may change, terminate or withdraw this Agreement, the Services or any part thereof, for any commercial, legal, technical or operational reason. These General Terms can only be changed by ebroadband giving you 30 days' notice. In the event of any such alteration, you shall have the option to terminate the Service without penalty during that 30 day notice period, subject to payment by you of all charges due to date. Your continued use of the Service after this 30 day notice period has expired signifies your acceptance of the changes.

#### **1.3. COOLING OFF PERIOD**

You have the right to cancel this Agreement within your 14 day cooling off period without giving any reason. This period will expire after 14 days from the date where you have agreed to connect to ebroadband Services and you must notify us before the expiry of your cooling off period. You can do this using contact details on our website [www.ebroadband.ie](http://www.ebroadband.ie).

We may withhold reimbursement until we have received the goods back. You will bear the direct cost of returning the goods. You will be liable for any diminished value of the goods resulting from the handling of the goods beyond that necessary to establish their nature, characteristics and function.

#### **1.4. COMMENCEMENT AND TERMINATION**

This Agreement will start on the Commencement Date, unless we agree otherwise with you. Your Agreement is for the Minimum Term shown in your customer contract. At the end of your Minimum Term, this Agreement will continue to run on a month to month basis until you decide to enter a new contract with ebroadband or either of us decides to end the Agreement in the ways allowed under Suspension or Termination below.

#### **1.5. UPGRADING OR DOWNGRADING**

You may choose to upgrade to a different Service or a tariff option of equal or higher value, or add an additional Service during your minimum contract term. You will be given a new Minimum Term which will take effect from the date the upgrade is applied. It is not possible to downgrade your Services during the first 6 months of your minimum term. In the event you wish to downgrade your service after this period; you must notify ebroadband by giving a minimum of 30 days' notice. The Minimum Term of your contract will be unaffected by downgrading.

#### **1.6. CUSTOMER INFORMATION**

Your ebroadband account will contain Customer Information, usage details and other information relating to all services being provided under that account. You can choose to provide other individuals with access to view this information or make changes to your account by nominating an authorised contact to your account by contacting us. Ebroadband may use your contact details from time to time to contact you about ebroadband products or services which may be available to you or to send you details of promotions. You may contact ebroadband via [ebroadband.ie](http://ebroadband.ie) if you do not wish to receive such communications.

#### **1.7. SERVICE AVAILABILITY**

You must have a service delivery address located within a geographic area covered by the network reach of the Access Provider's network. Your service address must be capable of a standard installation type as determined by the Access Provider. Data Roaming is excluded from all price plans. Data must only be used in the Republic of Ireland.

#### **1.8. CHANGING ADDRESS**

Ebroadband shall be under no obligation, to provide you with the Services at your new address if you move home. If you move home and ebroadband cannot provide you with Services at your new address, you remain liable to pay the applicable Charges in relation to the Minimum Period for the Services provided to your old address. If ebroadband does agree to provide the Services to your new address, you shall be entered into a new contract for all Services and will be subject to a new installation fee.

#### **1.9. TRANSFERRING THE ACCOUNT**

If you would like to transfer ownership of this Agreement you must complete and ebroadband must accept a valid transfer of ownership application.

## **2. INSTALLATION**

2.1. On the placing of an order for the Services, ebroadband will provide you with a timeline within which it will deliver the Services. This timeline may vary from customer to customer depending on the circumstances affecting the delivery mechanism for you. ebroadband will use its reasonable efforts to install the Services in accordance within the timeline it agrees with you, but such dates are estimates only and ebroadband cannot guarantee that it will meet such dates.

ebroadband will work with the Access Provider to provide the initial connection within the shortest timeframe.

2.2. Each new order for the Services may require an engineer visit. If an engineer visit is required, you will be notified with an initial appointment date and time (within normal working hours) for Service Installation. If you wish to reschedule this initial appointment, you can do so without charge until 4pm on previous working day, prior to the appointment. A once off non-recurring charge ("Installation Fee") may be payable by you for the initial connection or installation of the Service, if this is applicable, you will be notified of same during the order process.

2.3. The Service Installation will commence with an overview of your home or business premises to ensure that the premises can support the Services. You must allow the ebroadband engineer access to your property in order to allow for the installation of equipment and so that they may carry out any works necessary for the provision of such Services.

2.4. You must have the premises ready and safe for ebroadband engineer arrange the Service Installation. At the time of placing your order, you accept full responsibility to ensure that there is a clear and safe environment for the engineer to carry out the Service Installation. Ebroadband reserve the right to charge for any additional time spent on site by the ebroadband engineer as a result of having to wait, or as a result of having to reschedule the appointment due to the premises not being ready for the Service Installation.

2.5. The Service Installation may require works to be carried out on the premises, which may include a change of phone socket in the wall or drilling a hole through the wall of your property and affixing a coupler box to an external and internal wall and/or any other works which may be required to complete the Service Installation as deemed necessary by the ebroadband engineers. The ebroadband engineer will utilise any suitable available pre-existing overhead and underground infrastructure where possible, although in certain circumstances, underground digs may be required. Where no underground ducts are available, an overhead install solution may be used between homes and/ or businesses and/or from a power line, or telephone, pole onto the facade of your premises. You must be present at the premises at the arranged time for install, in order to facilitate access to the premises, as required and to acknowledge that the works have been carried out to a suitable standard.

2.6. As part of the Service Installation you may require equipment in order to receive the Services. Where this Equipment has been posted to you, it is your responsibility to have the Equipment at the premises prior to the Service Installation.

2.7. You accept that in order to install the services, certain third party consents may be required by the access provider and it may be your responsibility to obtain these consents where required. Failure to obtain these consents shall result in this agreement being terminated with immediate effect without penalty between ebroadband and you. Where rental premises are concerned, it is the responsibility of the tenant to

inform and seek permission from the landlord regarding the installation of equipment, including any required alterations to the premises. You agree that you will indemnify ebroadband in respect of any claim of trespass by a landlord or any third party in circumstances where you have failed to obtain the appropriate consent as required under this clause.

2.8. ebroadband shall make commercially reasonable endeavours to install the Services but shall not be liable in the event that it is not able to complete installation. In such event, the Agreement shall be terminated with immediate effect without penalty between ebroadband and you.

2.9. The Service Installation will be completed by the ebroadband engineers. Ebroadband does not accept any liability whatsoever for any loss or damage that may occur to the premises during the Service Installation.

2.10. You acknowledge that your power supply may be interrupted during the installation process. During the provisioning of a Service you may experience a temporary loss of existing services and ebroadband shall not be held liable to you for any losses or damages howsoever arising during such period.

2.11. Please note you will be liable to pay a cancellation charge to ebroadband, in each of the following cases: (a) If you have not provided the necessary cancellation notice period in respect of the scheduled Service Installation Appointment (i.e. up to 4pm of the previous working day) or do not answer your phone within 10 minutes of the scheduled Service Installation Appointment; (b) If the ebroadband engineer cannot gain access to the premises due to a third party access issue, for example within an apartment block; (c) If you refuse to allow the ebroadband Engineers onto your property on the agreed appointment date; (d) If the premises has not been cleared for the ebroadband engineers to work. This can include the removal of furniture or carpet etc.; or (e) where the environment is considered dangerous or unsafe to the ebroadband engineers, the works may not proceed but the cancellation/penalty charge may be levied regardless.

### **3. PROVISION OF THE SERVICES**

3.1. After installation has been completed, ebroadband will provide the Services in accordance with this Agreement.

3.2. Due to the nature of the Services, we are not in a position to guarantee or offer any minimum service levels as to the quality and availability of the Service other than as set out in this Agreement. In supplying the Services, ebroadband will use reasonable skill and care but cannot guarantee fault free performance. You may experience issues, from time to time, which impact the quality and availability of the Service. Ebroadband does not warrant that the Services will be suitable for specific customer requirement or applications, that the operation of the Services will be uninterrupted, timely or error-free or that the Services will support or be compatible with any applications or other services which the Customer uses in conjunction with the Services.

3.3. Due to the wide range of causes of faults, many of them outside of ebroadband's control, it is not possible

for broadband to fix a particular fault in a guaranteed timeframe. However, e broadband will use all reasonable endeavours to repair faults in a timely fashion.

3.4. Broadband Speeds: Your broadband speeds will vary depending on the type of broadband available in your area and the internet product you have chosen.

The maximum download speed is the speed that we are realistically able to deliver and it will be specific to your location. Please note that the speed delivered may be different to the throughput rate you experience on your device. The throughput rate depends on factors such as device capabilities, the capacity of the host provider you are accessing, the number of other people using the network, the location you are using the service and if you are using a direct cable or WiFi to connect devices in your home.

3.5. We will confirm your download broadband speed once your line is connected and we have tested the line. We will provide you with an estimate of the download speed available on your access line before you agree to connect to the Services. We will then confirm your maximum download speed during installation visit.

3.7. Contacting us regarding speeds: If you experience any continuous issue or regularly recurring difference with the speed communicated for your access line then please contact us at [www.ebroadband.ie](http://www.ebroadband.ie) and we will attempt to diagnose and resolve your issue. We will endeavour to resolve any issues on your access line as soon as possible within 10 working days. In exceptional circumstances longer resolution times may need to apply and in any case we will look to resolve within 28 days. Please note we will often rely on our wholesale network operator to troubleshoot and diagnose access line issues. If having gone through our diagnosis process it is not possible for e broadband to remedy a situation where you are not continuously or regularly achieving the speeds that we have communicated and, where the relevant facts are established by a monitoring mechanism certified by ComReg, this may constitute non conformity of performance for the purposes of triggering the right to seek potential remedies available to you under Irish law. You may choose to exercise your rights under consumer protection legislation such as the Sale of Goods and Supply of Services Act 1980 which provides remedies for refund or repair or to exercise your rights under common law for remedies such as restitution of rescission of contract.

3.8. We may modify or suspend the service wholly or partially, with or without notice, if such action is deemed necessary by us; or if we are requested by an authorised authority; or are required to do so by legislation; or for other technical, maintenance, security reasons; or other valid reasons. All reasonable efforts will be made to minimise such service disruptions. You will have to pay for all Charges during any such service disruptions unless we decide otherwise.

3.9. E broadband shall make reasonable efforts to prevent unauthorised access to the Services by third parties but shall have no liability to the Customer for any loss or damage caused by unauthorised third party access to Services or the Equipment.

3.10. Reliance on call or data session content made over the e broadband Network is at your sole risk. We will not

be liable for any content sent or received by you. We make no representation as to the quality, accuracy, correctness, completeness or suitability of any call or data session content. You agree not to manipulate, distort, adapt, modify or forward any other content without the prior consent of the holder of the rights in such content. We do not accept responsibility for the security of data sessions; when you conduct a data session, you do so at your own risk and are solely responsible for adopting such appropriate security measures against unauthorised access to and interference with your equipment.

3.12. We make no representation and give no warranty as to the content, quality, availability, suitability or timeliness of any Third Party Service. We reserve the right to suspend or withdraw access to Third Party Services on a temporary or permanent basis at any time. Third Party Services are used at your sole risk and we are not liable for any loss or damage suffered by you arising from the use of such services. We may be required to bill you for such services. This clause includes, but is not limited to, the use of Services to access third party websites not controlled by us. We accept no responsibility for their content or services and no endorsement or approval of such sites by us may be implied.

3.13. To ensure equal internet access for all subscribers, E broadband operates a fair usage policy. Fair usage establishes an equitable balance in internet access across high speed internet services for all subscribers. To ensure this equity, certain types of traffic such as email and browsing may be prioritized over other traffic. You agree to comply with any policy as issued by us from time to time that applies to your use of the Services.

#### **4. CUSTOMER RESPONSIBILITIES**

4.1. All information and details provided by you to e broadband is correct and accurate and you shall promptly advise e broadband immediately in writing with any changes to that information. You undertake and agree to use the Equipment as supplied by e broadband only to access e broadband Services and you shall not use the Equipment otherwise than permitted under this Agreement. The Services are provided solely for your own use. You undertake not to use or permit others to use the Services or the Equipment:

4.1.1. to sell on or supply the Services to anyone on a commercial basis;

4.1.2 for any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the Services;

4.1.3 in any way that may cause degradation of service levels to other customers as determined by e broadband or that in any way jeopardises, impairs, interrupts or interferes with the integrity or security of the Services;

4.1.4. to send unsolicited commercial communications or promotional material;

4.1.5 for the communication, transmission, publication, distribution or dissemination of any material which is, may be or is intended to be a hoax or is of a defamatory, offensive, abusive, obscene, indecent or menacing nature or in breach of any intellectual property right;

4.1.6. for the processing of personal data in contravention of Data Protection Legislation;

4.1.7. in any manner which does not comply with the terms of any applicable law, legislation, regulation or any instructions given by e broadband.

4.2 You shall ensure that all persons having access to the Services or the Equipment comply with this Agreement. You agree that You are responsible for keeping all usernames and passwords of all your Services secure and private at all times.

Please contact e broadband immediately using the details on our website if you suspect or become aware of any: a. violation of the security on your e broadband account; b. breach of the security software on your Services; c. unauthorised use of your Services; or d. other breach or suspicious performance on your Services.

## **5. EQUIPMENT**

5.1. If you select specific Equipment from e broadband, a once off Equipment Fee may apply, otherwise e broadband will supply suitable Equipment to you in order to facilitate provision of and use of the Services. This Equipment remains the property of e broadband at all times and may only be used in connection with the Services and you must comply with all manufacturers' instructions and any other reasonable instructions provided by e broadband in relation to the use of this Equipment. E broadband may add to or substitute the Equipment as necessary to provide the Services or for other valid reasons.

5.2. E broadband will retain ownership of all Equipment, including but not limited to any cables, antennas, brackets and fittings provided to you under this Agreement and may remove them during or upon the termination of this Agreement. Title to any Equipment will not transfer to you and it shall remain vested in e broadband unless agreed otherwise between you and e broadband. In such circumstances title to such Equipment will pass to you upon full payment of any relevant equipment fees only.

5.3. You shall ensure that all Equipment is maintained and kept in good working order. You shall be responsible for use of all equipment in connection with the Service and you agree that access to the internet is at your own risk and subject to all applicable laws. E broadband advises all customers to install an appropriate internet security solution on your own equipment but e broadband shall have no liability to you for any loss or damage arising from installation, use or non-use of such software.

5.4. E broadband does not guarantee that hardware, other than that supplied by e broadband, will work with the Services. E broadband does not encourage you to connect any equipment to the Services which has not been supplied or approved by e broadband. E broadband shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by you, for use in connection with the Services. Any such equipment must be compatible with the Services, must not cause damage or loss to the Services and the e broadband Network and must be used in accordance with relevant instructions, safety and security procedures.

5.5. Devices configured and sold by e broadband are intended only to be used with the Services. To ensure that you are provided with the highest possible level of service and support, and to preserve the integrity of the e broadband Network, all devices sold by e broadband shall be administered by e broadband only. This means that under no circumstances shall e broadband supply you with administration access for hardware, including when you close or cancel your account.

5.6. E broadband does not support or make any assurances as to the quality of the Services supplied through the use of Third Party Equipment and shall not be responsible for any loss or damage howsoever arising from Third Party Equipment or the Services as a result.

5.7. On termination of this Agreement, cancellation of any Service or on receipt of any replacement Equipment, you shall within 14 days of the date of such termination, cancellation or receipt of replacement Equipment, return the required Equipment to e broadband. If you fail to return the required equipment, you may be charged an equipment non-return fee.

5.6. If the customer requires replacement Equipment from e broadband outside the period of their Equipment warranty, a charge may apply.

## **6. LIMITATION OF LIABILITY**

6.1. Nothing in this Agreement shall limit or exclude e broadband's liability to you for personal injury or death resulting solely from its act or omission.

6.2. E broadband shall use reasonable endeavours to ensure that the Service is available for use by you in accordance with the terms of this Agreement but shall not be liable for any delay, failure, interruption, or deterioration.

6.3. E broadband shall make reasonable efforts to prevent unauthorised access to the Services by third parties but shall have no liability to you for any loss or damage caused by unauthorised third party access to the Services or the Equipment.

6.4. You acknowledge that e broadband shall to the greatest extent permitted by law, have no liability whatsoever for any delay, failure, interruption, non-availability or deterioration in any Equipment or Services provided under this Agreement.

6.5. E broadband disclaims all representations, warranties, guarantees, terms or conditions of any kind, whether express or implied, including but not limited to implied undertakings regarding quality of service implied under Section 39 of the Sale of Goods and Supply of Services Act, 1893 and 1980, to the fullest extent permitted by law and the customer agrees that is fair and reasonable. Any limitation or exclusion of liability under these terms and conditions shall only be to the extent permitted by law.

6.6. Under no circumstances shall e broadband be liable for any direct, indirect or consequential loss or damage arising as a result of:

6.6.1. the failure of the Services or Equipment due to the incompatibility of the Services with any equipment not supplied by e broadband;

6.6.2. the acts and omissions of other telecommunication operators (including the Access Provider); or

6.6.3. breach in the security or privacy of messages transmitted using the service provided by us.

6.6.4. any unlawful or unauthorised use of or access to the network, service or Equipment by you or third parties;

6.6.5. any claim arising out of any act or omission by you, your servants, or engineers, or arising out of any reliance placed by such persons on content;

6.6.6. any valid suspension of the service or termination of the Agreement;

6.6.7. any claim arising in relation to the provision (or non-provision), maintenance or use of telecommunications lines, channels, equipment, networks or services or arising out of transmissions being dropped or connections being lost for any reason.;

6.7. Under no circumstances shall e broadband be liable to you or any third party for any indirect, economic, special or consequential loss, howsoever arising as a result of your use of the Services or the Equipment or otherwise in connection with this Agreement, whether foreseen or unforeseen, including but not limited to loss of time, loss of savings, loss of data, loss of business, loss of revenue, loss of opportunity, loss of goodwill or loss of profits.

6.8. Without prejudice to the exclusions of liability set out in this Agreement, e broadband's entire aggregate liability to you or any third party for any and all claims, howsoever arising out of or in connection with this Agreement and whether under contract, tort, statute or otherwise, shall not exceed the lesser of (i) the total charges paid by you to e broadband in the 12 months prior to the date of the last event giving rise to such claim(s) and (ii) €1,500, provided that this shall not operate to exclude any minimum liability imposed by statute.

## **7. DATA PROTECTION:**

7.1. We will comply with all of our legal obligations without limitation under the Data Protection Legislation. We will collect and process personal data for legitimate business purposes that are connected with the delivery of the Services to you as set out in our Privacy Statement. By entering this Agreement, you acknowledge that your personal data will be used for the legitimate business purposes of e broadband which may include the following:

7.1.1. processing your application.

7.1.2. conducting credit and anti-money laundering checks.

7.1.3. supplying you with our products or Services.

7.1.4. administering your account.

7.1.5. calculating usage, charges and invoicing.

7.1.6. customer services and to track reported problems.

7.1.7. to prevent, detect and investigate fraud or any other criminal activity.

7.1.8. to investigate improper use of the Services or the network.

7.2. The use of your information for purposes other than those outlined in this Agreement will be subject to your consent as given in your Customer Acceptance Form and

your authorisation. If you wish to change your preferences at any time, please contact us via our website.

7.3. E broadband, will as part of any dispute resolution process, between itself and you, only disclose such personal data as it deems reasonable and necessary, to an arbitrator/mediator in confidence.

7.4. If you are not registered with us, we shall not provide you with any statements in relation to your account or records of calls made or received in the normal course of the Service.

## **9. CHARGES**

9.1. E broadband keeps an up to date set of details of prices and tariffs available on the e broadband website at [www.ebroadband.ie](http://www.ebroadband.ie) where up-to-date information on applicable tariffs and charges may be obtained. E broadband reserves the right to alter such tariffs from time to time and shall notify customers of such changes in accordance with these terms. Charges include VAT unless otherwise specified. Any unused portion of the monthly allocation associated with tariff cannot be carried over to the next billing period.

9.2. Your bill will be provided on a monthly basis and will state the amount you owe to us and the due date of payment. By default, your bill is provided to you online via electronic format.

9.3. All Charges and other payments due to e broadband shall be paid in full by you by the due date for payment set out in e broadband invoice. Where payment of the Charges is not made by the due date, e broadband may apply a once-off late payment fee. E broadband reserves the right to contact you directly through the Services, by email, by post, or by telephone in relation to overdue payments.

9.4. In order to avail of the Service, you agree that all Charges and payments payable by you under this Agreement shall be paid by Direct Debit (unless otherwise specifically agreed with e broadband). You hereby authorise e broadband to debit the Charges and other payments due to e broadband under this Agreement from your bank/credit card account. E broadband reserves the right to apply a charge for each occasion a Direct Debit payment fails provided the failure is not caused by e broadband.

9.5. You agree that you are liable for any Charges incurred on your account irrespective of whether those Charges were incurred by you or anybody else with or without your consent.

9.6. We charge for your price plan in advance but cannot do this for usage of the Services. Therefore, on your bill, the service charges are for the upcoming month and the usage charges are for the month just passed. If you disagree with any charges shown on your bill, you should contact e broadband via our website prior to the due date for payment. All invoiced amounts shall be paid on the invoice due date pending the outcome of the complaints procedure. If, following contact with e broadband, it is established that the Charges on any invoice are incorrect, e broadband shall credit any overpayment to your account.

9.7. All Charges shall be calculated by reference to the data recorded or logged by e broadband. E broadband's determination in respect thereof is final.

9.8. Where customer billing is dependent on information received by e broadband from other networks or operators then you accept that such information is an accurate record of your use of the Services.

9.9. Where Charges are not applied to your invoice for the billing period relating to when they were incurred, notwithstanding any other clause herein, you remain liable for any accrued Charges and may, at any time, be billed for Charges incurred in a prior billing period.

## **10. SUSPENSION OF THE SERVICE**

10.1 E broadband is entitled to temporarily suspend the Services during periods of repair, essential maintenance or alteration or improvement to the Services or otherwise in accordance with the law. E broadband may immediately, without notice, temporarily suspend, restrict or disconnect your use of the Services wholly or partially for any valid reason, including without limitation, where:

- 10.1.1. You fail to pay any Charges set out in this Agreement.
  - 10.1.2. You fail to observe any other term or obligation set out herein or any relevant law.
  - 10.1.3. You engage in or permit any activity e broadband considers to be contrary to existing legislation or regulations applicable to provision of the Services or is or is likely to have an adverse impact on the quality of the Services.
- 10.2. We will make reasonable efforts to contact but shall not be obliged to, prior to any such suspension of the Services.
- 10.3. E broadband shall be entitled to maintain suspension of the Services until any breach outlined in this clause is remedied to e broadband's' satisfaction.
- 10.4. During any period of service suspension, you will remain liable for all Charges unless we decide otherwise. E broadband shall be entitled to charge a reconnection fee, on reconnection of a customer following any temporary period of suspension.

## **11. TERMINATION**

- 11.1. Neither party may terminate the Agreement during any applicable Minimum Term. If you terminate the Agreement during the minimum term you agree to pay a cancellation fee calculated by multiplying the price plan monthly recurring charge by the number of months remaining in your minimum term. This cancellation fee will not apply for any cancellation you make within 14 days of entering into the Agreement.
- 11.2. After the Minimum Term either party may terminate this Agreement or any of the specific Services. This may be done by you, the customer, providing e broadband with 30 days notice.
- 11.3. E broadband shall be entitled to terminate this Agreement and cease providing the Services without notice if:
  - 11.3.1. You are in material breach of this Agreement (including non-payment of the Charges as set out in this Agreement);

- 11.3.2. You are in breach of any term of this Agreement and have failed to remedy such breach within 30 days of being notified of such breach;
  - 11.3.3 Any information supplied by you to e broadband is false or misleading;
  - 11.3.4 E broadband is obliged to comply with an order, instruction or request of Government, COMREG, an emergency service organisation or other competent authority;
  - 11.3.5 You are suspected of involvement with fraud or acts which are of defamatory, offensive, abusive, obscene, menacing, unsuitable or unlawful character in connection with use of the Service;
  - 11.3.6 You die, become mentally ill or become the subject of bankruptcy or insolvency proceedings in any jurisdiction or have become unable to pay your debts as they fall due.
- 11.4. E broadband shall be entitled to terminate this Agreement immediately by giving you notice if any event of Force Majeure continues for a period of 30 days or longer.
- 11.5. On termination of the Agreement, all Charges accrued by you together with any termination charges shall become immediately due and payable and following termination, the Customer shall continue to pay the Charges accrued during the term of the Agreement or Minimum Term.

## **12. SWITCHING PROVIDER**

- 12.1. If you are switching your fixed service to or from e broadband then you will need to comply with the switching requirements of the gaining and donor operator. Switching services away from us will be treated as a termination of the Agreement for the services. We do not warrant, represent or guarantee that any equipment will function or operate on any other telecommunications network.
- 12.2. You cannot withdraw your instruction to switching once the switching process has commenced.
- 12.3. A request to switch may be rejected if information you provide is incorrect, inaccurate, false or misleading.
- 12.4. We do not warrant, represent or undertake that your Service will be switched within any specified timeframe or at all, however, we will endeavour to switch your service within the shortest possible time on the date we have agreed.

## **13. INTELLECTUAL PROPERTY RIGHTS**

All rights, including copyright in Services and their content, belong to e broadband, e broadband's Access Provider(s), or e broadband's engineers. Nothing contained in this Agreement shall be construed as granting or conferring any rights to you by license, franchise, title, interest or otherwise in e broadband or any property of e broadband, including, without limitation, e broadband trade names, trademarks, service marks or proprietary information. The 'e broadband' trademark and other related images, logos and names on the Services are proprietary marks of e broadband. E broadband hereby reserves all rights. The Services and Equipment must not be used in any way which breaches the Intellectual Property Rights of e broadband.

#### 14. FORCE MAJEURE

Neither party shall be held in breach of its obligations hereunder (except in relation to continuing obligations to pay Charges) nor be liable to the other party for any loss or damage which may be suffered by the other party, due to any cause beyond its reasonable control including, without limitation, any act of God, failure, interruption of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labour disturbance, acts or omissions of Government, regulatory authorities or other circumstances beyond the control of the parties.

#### 15. GENERAL

If we need to send you notices under this Agreement, we will send them to you by phone, post, email, SMS or by uploading them to [www.ebroadband.ie](http://www.ebroadband.ie). We will use the contact details you have provided to us and you must tell us about any changes to your contact details. We will treat any notices we send you by post, email or SMS text as having been received by you within a reasonable amount of time after we send them. We will treat any notices we make via [www.ebroadband.ie](http://www.ebroadband.ie) or as having been notified to you from the date of publication. This Agreement is governed by Irish law and subject to the jurisdiction of the Irish Courts. Any reference to any legislative act or provision will, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted or replaced. Where we exercise any of our powers under this Agreement, such exercise will not prejudice or affect the exercise of any other right or remedy which may be available to us. This Agreement is the complete agreement between you and ebroadband. Any provisions of this Agreement which are intended by their nature to continue, or to come into effect after termination or suspension, will survive termination or suspension of this Agreement and continue in full force and effect. If any of the terms of this Agreement are not valid or enforceable this will not affect the other terms. We may replace any term of this Agreement that is not valid with a similar term that is. Any waiver, concession or extra time we allow you is limited to the specific circumstances and case in which it was given and does not affect our rights under the Agreement in any other way.

#### DEFINITIONS

**Access Provider** - means the wholesale provider of your broadband Service network through which ebroadband provides you with fixed broadband or other services.

**Agreement** - means these Terms together with the Customer Application

Form and any Service specific terms and conditions, tariff plans or promotions constituting a legally binding agreement between ebroadband and you.

**Charges** - means the charges for the Services, including, but not limited to, connection charges, service options, monthly rental or tariff charges, call charges, reconnection charges, termination charges, Equipment Non-Return Fees and administrative charges.

**Commencement Date** - means the date whereon ebroadband has accepted your Customer Application Form and activated your Service.

**Customer** - means the customer who, being an individual enters into this Contract by completing and signing the Customer Application Form or who, being an organisation, enters into this Agreement by virtue of the completion and signing of the Customer Application Form by an authorised signatory;

**Customer Information** - means all content, including any data, information, video, graphics, sound, music, photographs, software and any other materials transmitted, published, disseminated, distributed or otherwise made available by or on behalf of you, via e-mail, website or otherwise, using the Services;

**Customer Application Form** - means your application process for the Services. This form or application via online or phone approves and authorises the provision of the Services by ebroadband to you and contains such information as ebroadband may reasonably specify. The form, content and medium of the Customer Acceptance Form (in writing, on-line or via other means) shall be as specified by ebroadband from time to time;

**Equipment** - means any ebroadband supplied or Third Party Equipment as required for the supply and use of the Services and provided to you by ebroadband for such purposes;

**Fixed** - the word fixed when used in conjunction with a service means services which are associated with a specified address or location;

**Minimum Term** - means the minimum period for the supply of the Services, such period to be as specified on the Customer Application Form or as specified in the service specific terms and conditions commencing on the commencement date unless otherwise agreed between the parties;

**Services** - means the ebroadband fixed and wireless broadband services.

**Termination Charge** - means the fee payable by you where you choose to terminate this Agreement before the expiry of the Minimum Term and which is equal to the Charges for the balance of the remaining unexpired Minimum Term.

**ebroadband** - means Ebroadband Communications Limited, a private company limited, registered in Ireland with registered office at Unit 20B, Zone C, Clonmore Industrial Estate, Mullingar, Co. Westmeath, N91 PKW0. Company Number: 676097

**Ebroadband Engineers** - means any third party that carry out services and/or business activities on ebroadband's behalf;

**Website** - [www.ebroadband.ie](http://www.ebroadband.ie).