IVERTEC

General Terms & Conditions

As of 11.10.2024

1. INTRODUCTION

1.1. These general terms, any applicable special terms, and applicable IVERTEC tariff ("Terms") set out the legal relationship between you and IVERTEC ("IVERTEC LTD.").

1.2. IVERTEC is an organisation founded to provide I.T. and Broadband services in Ireland.

1.3. You may contact IVERTEC by email at info@ivertec.ie. You should use email as your primary means of communication with IVERTEC and we may ask you to follow-up any telephone or written contact by email. IVERTEC's website is www.ivertec.ie. You may contact IVERTEC for general enquiries by telephoning 066 9478811.

1.4. In consideration of IVERTEC processing your order (as described in clause 2), you agree by submitting an order, to be bound by these Terms.

1.5. You will find a printable form of these terms and conditions on IVERTEC's website at www.ivertec.ie.

2. ORDER PROCESSING, PROVISIONING AND ACTIVATION

2.1. IVERTEC reserves the right not to consider or process orders at its discretion. You agree and acknowledge that the geographic areas covered by the IVERTEC service are limited and even within IVERTEC service areas technical issues may prevent, delay or degrade the activation or provision of service.

2.2. You must provide a valid email address when placing an order and maintain this address or provide IVERTEC with an alternative address if your email address changes. IVERTEC will use this email address to contact you for all purposes under these Terms.

2.3. If you wish to place an order you may do so by completing an online order form, completing a paper order form which is available on www.ivertec.ie or by telephoning our Sales staff on 0669478811.

2.4. By placing an order, you offer to enter into a contract for the purchase of the relevant service from IVERTEC, however your offer is not accepted by IVERTEC until the ordered service has been provisioned ready for use ("activated").

2.5. You may not revoke your offer to enter into a contract unless IVERTEC informs you that it is unwilling or unable to process, provision or activate your ordered service;

2.6. Subject to clause 2.1, IVERTEC will acknowledge receipt of your order and contact you as it processes your order and tries to provision and activate your service. Neither acknowledgement of receipt of your order, nor any subsequent communication, shall be acceptance by IVERTEC of your offer to enter into a contract.

2.7. In processing your order, IVERTEC will verify that your premises are in an area in which the service is available, and carry out technical tests. However, occasionally it will not be possible to establish whether an ordered service can be activated until after installation at your premises.

2.8. IVERTEC (or others on IVERTEC's behalf) may need to visit your premises to carry out tests, provisioning or activation and you agree to such visits and to provide such co-operation and assistance as IVERTEC may reasonably require. IVERTEC will liaise with you to arrange the timing of these appointments.

2.9. If an ordered service cannot be activated, IVERTEC will notify you as soon as possible. Your offer to purchase services from IVERTEC will automatically be revoked and any charges already collected will be refunded to you.

3. SERVICE CONTRACT: FORMATION, DURATION AND TERMINATION

3.1. Activation of your ordered service shall be IVERTEC's acceptance of your offer to purchase such service from IVERTEC. These Terms, and the details set out in IVERTEC's order acknowledgement, shall form the contract between you and IVERTEC for the provision of such service ("Service Contract").

3.2. Each Service Contract shall commence on the date the relevant service is activated.

3.3. Each service contract shall continue for a minimum period of 12 Months or 24 months (Initial Term), as defined by the rules of your plan (tariff), however you may cancel your contract without penalty up to 14 days after the date of the service installation. To exercise the right to cancel, You must inform us at Ivertec Limited, Main Street, Caherciveen, Co.Kerry of Your decision to cancel this contract by an unequivocal written statement. You may use the cancellation form below but it is not obligatory.

3.4. You may terminate a Service Contract by giving one month's written notice to IVERTEC if:

3.4.1. The Initial Term of such Service Contract has expired.

3.4.2. IVERTEC notifies you of any modification to a Service or these Terms. In this case you may terminate your service immediately without penalty.

3.4.3. IVERTEC commits a material breach of such Service Contract and has not rectified such breach within thirty (30) days of a written notice from you requiring rectification.

3.5. If you purport to terminate any Service Contract otherwise than in accordance with clause 3.4, then you will be liable immediately to pay IVERTEC all charges due to the end of the Initial Term.

3.6

3.6. IVERTEC may terminate any Service Contract with you if:

3.6.1. the Initial Term of such Service Contract has expired;

3.6.2. you fail to pay any amounts properly due to IVERTEC under any Service Contract;

3.6.3. you provide us with inaccurate, or fail to update date us with, the information required in the order;

3.6.4. you commit a material breach of any Service Contract and you have not rectified (if rectifiable) such breach within thirty (30) days of a written notice from IVERTEC requiring rectification;

3.6.5. you become or are deemed to be insolvent, bankrupt or unable to pay your debts, you make an arrangement or composition with your creditors generally, you enter into liquidation whether compulsorily or voluntarily or you make an application to a court of competent jurisdiction for protection from your creditors generally or a petition is presented or a resolution is passed by you for your winding up, a court of competent jurisdiction makes an order for your winding-up or dissolution, an administration order is made in relation to you or a receiver or administrative receiver is appointed over or a person legally appointed to do so takes possession of or sells any of your assets or notice of a meeting to carry out any of the foregoing is duly served;

3.6.6. any authorisation which IVERTEC requires in order to provide the Service is not obtained, withdrawn or otherwise cancelled; or

3.6.7. An event outside IVERTEC's reasonable control which prevents continued provision of Service continues for more than thirty (30) days.

3.7. If IVERTEC has the right to terminate any Service Contract, IVERTEC may in addition (without prejudice to, waiver of or extinguishing its right to terminate) suspend such Service Contract.

3.8. The termination or expiry of any Service Contract shall be without prejudice to the rights and liabilities of either of you or IVERTEC accruing up to such date.

3.9 The following cancellation form is available to customers.

CANCELLATION FORM

To Cancellations Team, Ivertec Limited, Main Street, Caherciveen, Co.Kerry:

I/We [*] hereby give notice that during the 14 day "cooling off period" I/We [*] cancel my/our [*] contract for the provision of the following service [*],

Ordered on[*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s)

Date

4. SERVICE PROVISION

4.1. IVERTEC may from time to time make changes to its network or the technical specification of a Service. If these changes will materially detrimentally affect the Service, IVERTEC will inform you in advance via SMS.

4.2. It is technically impracticable for IVERTEC to provide a fault free service.

4.3. IVERTEC may suspend provision of a Service:

4.3.1. for operational or technical reasons (in which case IVERTEC will use reasonable endeavors to notify you prior to such suspension and to minimize the impact upon you);

4.3.2. if IVERTEC has reasonable grounds to believe that the Services are being used in breach of clause 6; or

4.3.3. if your use of the Service may damage or disrupt the proper functioning of IVERTEC's broadband network.

4.4. Except as expressly set out in this clause all other representations, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of these Terms and each Service Contract are expressly excluded.

4.5. These Terms are the exclusive statement of the agreement between you and IVERTEC related to the subject matter of these Terms. They supersede all understandings and prior agreements, whether oral or written, between the parties.

5. EQUIPMENT SUPPLY

5.1. Equipment related to the receiving of the IVERTEC service and provided by IVERTEC remains the property of IVERTEC and must be returned in good working order on termination of service or contract.

5.2. IVERTEC provides a single point Ethernet connection, and cannot protect the internal network from that point within.

5.3. You may from time to time purchase certain equipment (comprising hardware and associated software) ("Equipment") from IVERTEC, in which case the order process set out in clauses 2 and 3 above shall apply except that the Service Contract shall both be formed and fulfilled by delivery of the Equipment to you. Risk and title (where applicable) shall pass to you on delivery. You shall only have a right to reject the Equipment as set out in the applicable manufacturer's limited warranty (see clause 5.3.1) and the terms below shall apply.

5.4. If IVERTEC supplies you with Equipment:

5.4.1. Equipment is subject to a limited manufacturers' guarantee in accordance with the documentation provided with the Equipment. Such relevant documentation shall govern such guarantee, but you should be aware that in general manufacturers' guarantees only provide for (at manufacturers' option) replacement, repair or refund of Equipment which does not function in accordance with the manufacturers' applicable published specification for a period of twelve (12) months (in the case of hardware) and thirty (30) days (in the case of software) from the date of delivery and that the limited guarantee is conditional on the Equipment being used in accordance with any applicable end-user terms, manufacturer's instructions, without misuse, without excess wear and tear, without improper use or neglect, without end-user attempted repair and that you will be required to bear the cost of any return of Equipment to IVERTEC or the manufacturer unless IVERTEC informs you otherwise in writing;

5.4.2. Any malfunction or manufacturer's defects or other defects, outside the control of IVERTEC, of Equipment either sold or provided by IVERTEC to you or purchased directly by you used in connection

with the Service will not be deemed a breach of IVERTEC's obligations under these Terms. Any rights or remedies you may have regarding the performance or compliance of Equipment are limited to those rights extended to you by the manufacturer of such Equipment;

5.4.3. IVERTEC is acting as a reseller or distributor of such Equipment and makes no, and expressly excludes, any representations, warranties, terms and undertakings, express or implied, statutory or otherwise as to the quality (satisfactory, merchantable or otherwise), fitness for any purpose of such Equipment, interoperability of such Equipment or that your Equipment will operate correctly in the event of a power failure;

5.4.4. such supply is subject to any end-user license terms applicable to such Equipment, which you accept;

5.4.5. you shall not resell, transfer, export or re-export any Equipment, or any technical data derived from such Equipment, in violation of any applicable Irish or foreign law;

and

5.4.6. You shall ensure that any equipment or Equipment connected to a Service is connected to and used with the Service in accordance with relevant published instructions and any safety and security procedures notified to you.

5.5. If IVERTEC supplies you with installation services then you agree to procure access to all appropriate sites for engineers and authorised personnel at mutually agreeable times and provide such co-operation and assistance as they may reasonably require. IVERTEC shall meet your reasonable requirements about the safety of IVERTEC's people on your premises and you shall meet IVERTEC's reasonable requirements about the safety of IVERTEC's people on your premises.

5.6. Customer PC minimum requirements: Ethernet card.

5.7. Standard Installation for Fixed Wireless Access is a CPE (Client Premise Equipment) radio, mounting bracket and 15-meter cable.

6. YOUR OBLIGATIONS

6.1. You agree that you will:

6.1.1. Procure that IVERTEC has the authority to carry out works to provide you with the Services at any of your sites at which IVERTEC is providing the Services;

6.1.2. not use, nor allow others to use, the Services:

6.1.3. for any improper, unlawful, fraudulent, criminal or otherwise illegal activities;

6.1.4. in a manner which is offensive, abusive, indecent, defamatory, menacing, obscene or harassing;

6.1.5. to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, menacing, obscene or harassing;

6.1.6. to breach any intellectual property rights, including without limitation copyright;

6.1.7. to breach any other third-party rights such as, without limitation, confidence, privacy

or any other rights;

6.1.8 to make offensive, menacing, nuisance or hoax calls;

6.1.9 to cause annoyance or needless anxiety;

6.1.10 to send, provide, facilitate or knowingly receive responses to any spam or unsolicited advertising or promotional material;

6.1.11. to knowingly or negligently transmit any electronic material (including viruses, worms, Trojans, backdoors or spyware) which shall cause or is likely to cause detriment or harm in any degree to computer systems owned by IVERTEC or other internet users;

6.1.12 to knowingly or negligently permit or participate in any mail-bombing or denial of

service attacks;

6.1.13. to degrade the performance of the IVERTEC network or services; or

6.1.14. for resale to any third party;

6.1.15. safeguard security information;

6.1.16. ensure that the registration data about yourself specified in the order is updated to keep it accurate;

6.1.17. only use and connect equipment and/or networks to the IVERTEC network that are approved and comply with all relevant legislation, standards and license requirements;

6.1.18. you shall not resell, transmit, or re-transmit the IVERTEC service/signal, in violation of any applicable Irish or foreign law;

6.1.19. comply with these Terms and any reasonable instructions IVERTEC gives you; and

6.1.20. Indemnify IVERTEC against all losses, liabilities, costs (including legal costs) and expenses which IVERTEC may incur because of any third-party claims against IVERTEC arising from, or in connection with your use or misuse of the Services or breach of these Terms and/or any Service Contract.

6.2. IVERTEC may without notice to you examine, monitor or record from time to time, the use to which you put the Services and the nature of the data/information that you are transmitting or receiving via the Service where such examination, monitoring or recording is necessary:

6.2.1. to protect and/or safeguard the integrity, operation and functionality of the IVERTEC (and neighbouring) networks;

6.2.2. to co-operate or comply with any investigation or inquiry of, or by, a competent authority, or any police, judicial, regulatory or governmental order, notice, directive

or requests; or

6.2.3. To substantiate or refute any reasonable suspicion IVERTEC may have in respect of your alleged or potential breach of these Terms.

7. CHARGES, PAYMENT TERMS AND CREDIT LIMIT

7.1. The charges applicable to IVERTEC's processing of any order and the provision of any Service or supply of Equipment ("Charges") shall be the charges published on www.ivertec.ie/packages/.

7.2. Charges are of the following types:

7.2.1. activation charges ("Activation Charges") as displayed on www.ivertec.ie/packages/.

7.2.2. recurring monthly charges ("Recurring Charges") as displayed on www.ivertec.ie/packages/;

7.3. Charges quoted in the IVERTEC tariff are either inclusive (if you are a residential customer) or exclusive (if you are a business user) of VAT as set out in the applicable special terms. In either event you are liable to pay IVERTEC VAT at the then applicable rate.

7.4. Installation Fees are charges made for the provisioning and activation of a Service or the supply of Equipment. The Installation Fee(s) which apply to your order are the installation fee(s) in force at the date on which you place your order. Installation fees are displayed on www.ivertec.ie/packages/

7.5. Recurring Charges are charges made for the rental of a Service. The Recurring Charges which apply to your Service Contract for the Initial Term are the Recurring Charges in force at the date you place your order and are not subject to change for such Initial Term. After the Initial Term, the applicable Recurring Charges are the Recurring Charges published on the IVERTEC tariff on its website from time to time. Recurring Charges are due monthly in advance.

7.6. Other Charges are charges identified in the IVERTEC tariff that are not Activation, Recurring or Usage Charges and may relate, without limitation, to such matters as service upgrades or migration, feature activation, change of address or early termination. Other Charges are due as described in the IVERTEC tariff.

7.7. IVERTEC does not issue written invoices. Invoices are available on request.

7.8. You may only pay IVERTEC by Direct Debit.

7.9. All amounts due to IVERTEC shall be paid in full (without deduction or withholding except as required by law) and you shall not be entitled to assert any credit, set-off or counterclaim against IVERTEC to justify withholding payment of any such amount in whole or in part.

7.10. IVERTEC may charge interest on any overdue amounts payable from the due date until Payment of all sums owing including interest (whether before or after judgment) at the rate of 4 percent per annum above the European base rate.

7.11. An Unpaid/Missed Direct Debit payment will result in an admin fee of EUR 7.00c chargeable to the customer's account. This fee is billed in addition to the re-presented direct debit payment.

7.12. IVERTEC will charge a re-connection fee of EUR 30.00c to users that re-activate an internet service after a temporary suspension. If the re-activation results in a service call out, this fee will increase to €50. The minimum term for a broadband service that is re-activated is 6 months.

7.13 In the event of a reduction or increase in the VAT rate, IVERTEC will not adjust the VAT-inclusive prices previously advertised or paid by the customer. The price agreed at the point of sale, inclusive of VAT, shall remain binding, irrespective of any subsequent changes to the VAT rate.

8. PRIVACY AND DATA PROTECTION

8.1. In processing, provisioning, and activating your order, providing Service, billing you and otherwise interacting with you as its customer, IVERTEC will collect, store and process data relating to you. The way in which this data may be collected, stored, processed and/or transferred by IVERTEC is set out in IVERTEC's privacy policy accessible on IVERTEC's website from time to time at www.Ivertec.ie. You agree that IVERTEC shall be entitled to collect, store, process and/or transfer data about you in accordance with the terms of this privacy policy.

8.2. You have the right to request a copy of information relating to you that is held by IVERTEC, by written request and upon payment of our administrative fee. You may correct or update the personal information held by us at any time by advising us in writing.

9. LIMITATIONS OF LIABILITY

9.1. Nothing in these Terms shall restrict or exclude either party's liability for fraud or for death or personal injury caused by its, or its employees' or agents', negligence.

9.2. Subject to clause 9.1, neither party shall be liable to the other party or to any third party for any Consequential Loss or Damages whether in contract, tort or otherwise (including negligence). For the purposes of this clause 9.2 "Consequential Loss or Damages" shall mean any economic loss (whether direct or indirect) including, without limitation, any loss of profits, anticipated savings, business, contracts, revenue, time or goodwill or loss or harm of data always provided that this shall not include:

9.2.1. charges payable;

9.2.2. the incremental cost to a party of procuring replacement Services in the event of default by the other party; and

9.2.3. The repair (or if repair is not practicable, replacement) of any tangible physical property of a party intentionally or negligently damaged by the other party or its employees whilst on the first party's premises.

9.3. Your sole and exclusive remedy in respect of any failure to meet any service levels (if applicable) set out in any service level agreement (if applicable) shall be to the compensation schemes set out in such service level agreement.

9.4. You shall always be under a duty to mitigate any losses suffered by you.

9.5. Each provision of this clause 9 is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this clause is held inapplicable or unreasonable.

10. MISCELLANEOUS

10.1. IVERTEC shall not be liable for any delay or failure in performance of its obligations to the extent that such delay or failure is attributable to matters beyond its reasonable control.

10.2. IVERTEC may assign the benefit or burden of these Terms or any Service Contract upon notice to you. You may not assign the benefit or burden of these Terms or any Service Contract.

10.3. IVERTEC's failure to exercise or enforce or any delay in exercising or enforcing any right or benefit conferred by these Terms shall not be deemed to be a waiver of any such right or benefit nor operate to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

10.4. Subject to clause 3.4.2, IVERTEC may change these Terms from time to time by notifying you of the revised Terms by publication on its website. You may not change these Terms.

10.5. These Terms do not create any rights for, or enforceable by any third party.

10.6. These Terms shall be governed and construed in accordance with Irish law, and the Parties irrevocably agree to the exclusive jurisdiction of the Irish courts always provided that IVERTEC may commence proceedings against you in any jurisdiction in which you are incorporated, resident or hold assets.

10.7. If you move to a new location, then you will pay us a fee of €70 to cease Service at your old address and commence Service at your new address. Activation at your new address is not guaranteed and is subject to the terms of this contract as if it were an initial activation.

10.8. IVERTEC:

10.8.1. Cannot ensure, and you agree to take responsibility for, the compatibility of your computer equipment and software with web-based applications, including the capability to send and receive emails (via the World Wide Web or through a POP3/IMAP capable client); and you acknowledge and agree that IVERTEC exercises no control over, and accepts no responsibility for, the content of the information passing through our host computers, network hubs and points of presence or the Internet, and in particular, IVERTEC does not warrant that you will not receive or be affected by viruses, spam or any other illegal material whether from the internet or otherwise through our network. This applies even though we may run identifying, protective or filtering devices or software as part of the Service;

10.8.2. service only comprises the configuration and set up of the installed Equipment and connection to the IVERTEC Service in accordance with our published specification. It does not include any element of audit, design or connection to your equipment and IVERTEC makes no representation or warranty about the interworking, interoperability or compatibility of the installed Equipment with your equipment or end to end system functionality. You accept responsibility for your own equipment, connection to any IVERTEC installed Equipment and system functionality;

10.9. The price of the service includes, where applicable, a provision for installation work of a type and quantity usual with services of this type. IVERTEC may need to raise supplementary charges if an unusually large amount of installation work is required. IVERTEC or its agent will seek agreement from you if such charges are necessary.

10.10. You must have permission from your Landlord if the install premises are not owned by you.

10.11. Problems with products that may not be covered by a warranty or service contract include: –

Installation of any software other than basic workstation operating systems.

Any consequential or indirect loss and damage.

Causes arising from or out of accidental damage to or misuse of computer equipment, fire, lightning, explosion, malicious damage, storm, water damage, impact, burglary and/or theft.

Loss or damage relating to or arising out of any defect in computer equipment which was known to the Purchaser at the time of sale.

Loss or damage arising out of or relating to reformatting of the disk in any computer equipment.

Any defect caused by abuse, improper installation or operation authorized modification, loss of parts, tampering or attempted repair by a person not authorized by IVERTEC.

11. SPECIAL IP ADDRESSES TERMS

11.1. Unless a static IP address is provided with the Service you have ordered, or you specify that you require a static IP address in your order you will receive either a dynamic or a static IP address at our discretion.

11.2. If IVERTEC assigns you a static IP Address, you should be aware that the IP Address will be reassigned to IVERTEC or to another IVERTEC customer if your Service is disconnected for any reason or if you terminate the Service.

11.3. IVERTEC is required by RIPE (the European IP address authority) to document on a 'whois' server which entity is using the IP space. If you are assigned a static IP address, you consent to IVERTEC's inclusion of your name, company name, postal address, e-mail address, IP address, and telephone number in the 'whois' server.

12. FIREWALLS

It Is your responsibility to provide any firewall software/hardware, and any anti-virus software

13. RESIDENTIAL TERMS

13.1. If you are a person ordering or purchasing domestic Services from IVERTEC then:

13.1.1. you agree to use the Service only for domestic and not business use;

13.1.2. all Charges quoted are inclusive of VAT

14. BUSINESS TERMS

14.1. If you are a company, partnership or sole trader ordering or purchasing business Services from IVERTEC ROADBAND then:

14.1.1. you agree to use the Service only for business and not domestic use; 14.1.2. all Charges quoted are inclusive of VAT;

15. SUPPORT

15.1. Please note our network is monitored 24 hours a day and technicians respond to issues affecting multiple users immediately. Individual customer internet connections are not monitored. Callouts to customer sites must be booked through the office during regular office hours. Technicians work Monday through Friday.

15.2. We recommend that you follow the following simple steps before calling the help desk: Check that all cables are firmly plugged in, power sockets are functioning, and cables are plugged in the right way. Power off and on the power source for the antenna or NTU (wait about 10 seconds before turning back on). Wait a further 30 seconds then do the same for a router or switch (if you have one) lastly power down and restart your computer(s). Frequently these few simple steps will resolve your issue.

15.3. Our technicians will perform a “Ping” operation to your hardware and if a reply is received the broadband service is deemed to be live. Further troubleshooting is at the discretion of the technician and while many common computer problems can be resolved over the phone, you may need the services of a qualified computer technician.

15.4 A minimum charge of €50 will apply to any customer who requires a call out because of a technical issue or damage to their broadband connection. Only customers who are connected for 6 months or less are exempt from the applicable fees. Additional charges will apply if hardware necessary to IVERTEC’s service require replacement.

16. VOICE OVER INTERNET PROTOCOL (VOIP)

16.1. Voice Over Internet Protocol (VOIP) means a voice/phone service provided to you under an agreement between you i.e. the customer and IVERTEC. This service allows a customer to both make and receive calls to other VOIP users using a broadband connection.

16.2. This service is only accessible to customers who sign up for both a broadband and phone service with IVERTEC.

16.3. The IVERTEC – Broadband and Voice services are available in both residential and business packages on which you may decide.

16.4. The customer may use the service in agreement with IVERTEC.

16.5. The service is supplied exclusively for the customers own use and therefore the customer may not sell or resell the product/service to a third party.

16.6. Irrespective of the size of the bandwidth package only one call can be made or received at any given time to other VOIP users.

16.7. The details of each package including speed, connection fee and monthly fee are available on the company website www.Ivertec.ie

16.8. Relative to the VOIP service if supplied IVERTEC will allocate a new telephone number if required and if not, the same landline number will be sufficient.

16.9. There is no cost for a new number if needed.

16.10. Costs from moving to IVERTEC from your current telephone provider are zero. This process is known as porting.

16.11. If porting of a number is required IVERTEC will ensure that this will be done in the shortest possible time frame i.e. 24-48 hours.

16.12. Free minutes left over after a period cannot be carried forward to the next period.

16.13. Calls over the free minutes will be charged at the normal rates. All rates/charges are included on the company website www.ivertec.ie.

16.14. Free minutes will reset automatically on the first calendar day of each month.

16.15. Customers will receive an automated message saying “Insufficient Credit” when they try to dial a premium number.

16.16. Once the customer uses the service supplied by IVERTEC the customer comprehends that they can’t use another provider for their broadband and phone service.

16.17. IVERTEC will not provide free access to premium numbers.

16.18. The customer has a choice of payment options available to them and includes VISA, Debit card or PayPal.

16.19. The customer will be responsible for all call charges from the use of the service whether incurred by the customer individually.

16.20. Call Quality – VOIP services are dependent on the quality of broadband. IVERTEC cannot certify the call quality in the event of any unanticipated situations i.e. power outages. However, IVERTEC will attempt to provide the best possible service.

16.21. VOIP/phone services are carried out in the public domain and therefore IVERTEC cannot certify the protection of these calls.

16.22. Emergency Calls – Calls to 999/emergency services will be aimed at the emergency services. IVERTEC cannot guarantee the dependability of these calls. Customers should be informed that power outages can hamper PC equipment and internet connectivity and therefore will eliminate use of the service for emergency calling.

16.23. Due to the nature of the VOIP service, it may not be possible for the emergency services to establish the specific location of the caller. Users of the IVERTEC phone service will have to notify the emergency services of their precise location.

16.24. IVERTEC will not provide compensation for any loss of service caused.

16.25. The customer must report a fault with the service to IVERTEC. If a fault is reported IVERTEC will endeavor to respond to the customer as soon as possible.

16.26. IVERTEC will attempt to solve a dispute with a customer in the shortest possible time frame.

17. FIBRE SERVICE TERMS.

17.1. The Service consists of an internet connection over a fibre optic or copper cable. While IVERTEC will undertake all reasonable commercial efforts to deliver the stated service the Subscriber acknowledges that service speed can vary depending on distance, internet traffic and other factors beyond the control of IVERTEC. The Service may contain material that is unsuitable for minors and the Subscriber acknowledges that IVERTEC does not and cannot filter the content.

17.2. The Subscriber acknowledges that to provide the Service, IVERTEC has contracted with communications and network operators for internet access. The Subscriber further acknowledges that IVERTEC will only provide uninterruptible continuous Service to the Subscriber pursuant to this Agreement to the extent which IVERTEC receives such service from linked communications and network operators.

17.3. The Subscriber acknowledges and agrees that from time to time IVERTEC may be required to suspend the Service to the subscriber to verify compliance with applicable licenses, authorizations, and compliance with the technical and operating parameters of the network. Under such circumstances IVERTEC will use all reasonable efforts to minimize disruption to the Service including making reasonable efforts that any such suspension take place outside of normal business hours.

17.4. The Subscriber accepts that IVERTEC may change or withdraw any element of the Service from time to time and will use all reasonable efforts to notify the Subscriber of any necessary change in the Services.

17.5. The Subscriber acknowledges that the Service is an “always open” connection to the internet while the equipment is powered on and that it is the Subscriber’s SOLE RESPONSIBILITY to install, configure and maintain suitable security measures to protect the Subscriber’s computer and equipment from unauthorised or malicious access from the internet. Any advice or equipment provided by IVERTEC is provided ‘as is’ and IVERTEC accepts no responsibility or liability for the security of the Subscriber’s systems.

17.6. IVERTEC is not responsible or liable in any way for, and does not endorse, any content, goods or services the Subscriber may be able to access or acquire using the iFibre broadband service and is not responsible in any way for any content emailed, downloaded or uploaded using the Service. IVERTEC’s role is limited to transmitting content and IVERTEC exercises no control over the content, goods or services.

17.7. The Subscriber is aware and acknowledges that as a FTTH service is delivered over fibre, it will not support traditional voice telephone services delivered on copper lines, and the Subscriber may not be able to access services which rely on such a facility, including without limitation, landline service, including calls to the Emergency Services, monitored alarms, fax line, and some TV boxes or other services that rely on the use of a traditional copper circuit switched phone line. Ivertec’s iFibre Broadband Service does not provide a PSTN service and does not provide a voice service through which

access to emergency services and caller location information is provided. Voice services are optional and are excluded by default.

18. FAIR USAGE POLICY

Ivertec operate a Fair Usage Policy which ensures the provision of a fair and consistent service to all customers. Each Fixed Wireless Broadband package comes with a fair usage daily data allowance. Customer data usage is counted during the hours of 8am-midnight.

When a customer exceeds their fair usage daily data allowance, a customer's connection speed will be throttled. IVERTEC will not charge customers for exceeding their fair usage daily data allowance, nor will a customer lose internet access, however IVERTEC will reduce the customer's bandwidth to a lower level until mid-night when the speed throttle is lifted for the following day. The subscriber's fair usage daily data allowance is defined by the rules of the broadband package in use and displayed on www.ivertec.ie.

19. Open Access

The full text of Regulation (EU) 2015/2120 (the Open Internet Access Regulations) is to be found at: https://eurlex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015R2120&from=EN

Article 4(1) of the Regulation requires Ivertec to provide a clear and comprehensive explanation of the minimum, normally available, maximum, and advertised download and upload speed of the internet access services in the case of fixed networks and how significant deviations from the respective advertised speeds could impact the exercise of the end-users' rights. Ivertec provides this information about its broadband speeds on its website and this information can be found on this link: https://ivertec.ie/support/my-broadband-speed/

If you experience any continuous or regularly recurring discrepancy between the actual performance of the Broadband Service and the speeds set out you should contact us, and we will endeavor to diagnose and resolve your issue. Where your account has had several or reoccurring unresolved issues in relation to your service and it is not possible to remedy the issue and where the relevant facts in relation to the actual performance of the Broadband Service are established by a monitoring mechanism certified by ComReg or to Ivertec's satisfaction, then you have the right to withdraw from this Agreement without penalty. You may also choose to exercise your rights under common law such as seeking rescission of the contract or under consumer law, such as the Sales of Goods and Supply of Services Act, 1980 (as amended) in accordance with your rights under Irish law. For the purposes of this clause, "continuous or regularly recurring" means that the customer has raised the matter with Ivertec in accordance with Ivertec's Code of Practice and Ivertec has been given the opportunity to remedy the situation.