

## Choice Rural Broadband LTD.

### Terms & Conditions

#### General Terms & Conditions of Sale.

Please take a few minutes to carefully read the Terms & Conditions for the product and services you ordered from Choice Rural Broadband.

By allowing Choice Rural Broadband to install the CPE (Customer Premises Equipment) hardware (the "Goods") at your premises to receive your chosen Broadband service you are accepting the Terms & Conditions of the contract below.

This Customer Agreement ("Agreement") is made by and between the Customer and Choice Rural Broadband for the provision and use of Wireless Internet Access (the Service) using the CPE hardware (the Goods) incorporating the Access Antenna and Router. Therefore, in consideration of the mutual promises and covenants herein contained, the adequacy of which is hereby acknowledged, and intending to be legally bound, Customer and Choice Rural Broadband hereby agree as follows:

- 1.) AGREEMENT. Customer agrees to be bound by this Agreement and to use the Service in compliance with the terms of this Agreement and with Choice Rural Broadband Acceptable Usage Policy and any modifications made to same from time to time.
- 2.) THE CUSTOMER. Customer is at least 18 years of age, is legally able to enter into contracts and is responsible for his Customer account. Customer shall pay all fees, taxes and other expenses incurred in connection with the account.
- 3.) CUSTOMER ACKNOWLEDGEMENTS REGARDING THE SERVICE.

(A)The Service consist of a Broadband Internet through a Wireless connection. While Choice Rural Broadband will undertake all reasonable commercial efforts to deliver the stated service, the Customer acknowledges that Service speed can vary depending on Internet traffic and other factors beyond the control of Choice Rural Broadband. The Service may contain material that is unsuitable for minors and Customer acknowledges that Choice Rural Broadband does not and cannot filter the content. (B) Customer acknowledges that in order to provide the Service, Choice Rural Broadband has contracted with communications and network operators for Internet

access. Customer further acknowledges that Choice Rural Broadband will only provide uninterrupted continuous Service to Subscriber pursuant to this Agreement to the extent which Choice Rural Broadband receives such services from linked communications and network operators.(C) Customer acknowledges and agrees that, from time to time Choice Rural Broadband may be required to temporarily suspend the Service to Customer to verify compliance with applicable licenses, authorizations and compliance with technical and operating parameters of the network. Under such circumstances Choice Rural Broadband will use all reasonable efforts to minimize disruption to the Service including making reasonable efforts that any such disruption take place out of normal business hours. (D) Customer accepts that Choice Rural Broadband may change or withdraw any element of the Service from time to time and will use all reasonable efforts to notify Customer of any necessary change in the Service.(E) Customer acknowledges that the Service is an “always open” connection to the internet while the equipment is powered on and it is Customer`s SOLE RESPONSIBILITY to install, configure and maintain suitable security measures to protect Customer`s computer and equipment from unauthorized or malicious access from the internet. Any advice or equipment provided by Choice Rural Broadband is provided “as is” and Choice Rural Broadband accepts no responsibility or liability for the security of Customer`s systems.

4.) EQUIPMENT. From the Service activation Choice Rural Broadband provide the necessary equipment to satisfy the Agreement, including any line, antenna, wireless router, cable and any other equipment or apparatus needed as part of the Agreement, all of which will hereafter be termed Customer Premises Equipment (the CPE). After activation and paying installation fees this CPE at all times remains the sole property of Customer. Customer agrees to use the CPE only in accordance with Choice Rural Broadband instructions and to restrict access to the CPE to only those representatives and agents authorized by Choice Rural Broadband. Customers agrees to notify Choice Rural Broadband as soon as reasonably possible once Customer becomes aware of any damage to the CPE or defect in the operation of the CPE by phone, post or email to numbers, email address or addresses published from time to time by Choice Rural Broadband.

5.) TERM. This Agreement is for initial term of 30 days and shall automatically renew for following month term, until terminated in accordance with this Agreement. After the Initial Period, Customer may terminate this Agreement upon thirty (30) days written notice to Choice Rural Broadband. Choice Rural Broadband may in its sole discretion terminate this Agreement at any time. In the event that Choice Rural Broadband terminates this Agreement for reason other than breach of this Agreement by Customer, then Choice Rural Broadband shall endeavor to the extend reasonably possible to provide thirty (30) days notice to Customer. Customer is liable under this Agreement for all fees and charges until such time as the Agreement has been terminated.

CUSTOMER UNDERSTANDS THAT UNLESS WRITTEN NOTIFICATION IS RECEIVED BY CHOICE RURAL BROADBAND AFTER THE INITIAL PERIOD, THE SERVICE SHALL CONTINUE AND CUSTOMER WILL CONTINUE TO BE RESPONSIBLE FOR PAYMENT OF APPLICABLE SERVICE FEES.

- 6.) TERMINATION. (A) If Customer is dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines or practices and if these issues cannot be resolved through Choice Rural Broadband Customer Complaints Procedure Customer's sole remedy is to discontinue using the Service, cancel the account and pay any cancellation fees that apply. To cancel the Service, Customer, or authorized representative must send a written request for termination by post or fax to Choice Rural Broadband, to arrive not less than five (5) working days before the end of the current billing period (i.e. Calendar month) upon which the Customer's Service will be cancelled at midnight on the last day of that particular calendar month. (B) Upon cancellation or termination of this Agreement related email accounts and hosting services will be terminated and all Customer files stored on Choice Rural Broadband servers may be deleted. Choice Rural Broadband may terminate this Agreement, Customer's password, Customer's account, or Customer's use of the Service for any reason, including, without limitation, if Choice Rural Broadband in its sole discretion, believes Customer has violated the Agreement or if Customer fails to pay any charges when due. (C) Sections 11, 20, 21 and 22 of this Agreement shall survive termination of this Agreement. (D) Choice Rural Broadband may terminate this agreement immediately if Customer is subject of bankruptcy, insolvency, examinership, receivership, liquidation or any similar proceedings, or in Choice Rural Broadband exclusive opinion is unable to pay Customer's fees due to Choice Rural Broadband.
- 7.) FEES AND PAYMENT. (A) Customer shall pay a monthly service fee and all other applicable fees, (including a one off standart installation fee of E 150.00 to be paid at the time of installation by cash) this fee is inclusive of training and introduction to be able to use your equipment, and 50 euro of this amount is VAT inclusive. Charges, taxes, and other amounts for the Service at the rates in effect for the current billing period. Choice Rural Broadband may increase or decrease the monthly service fee. Choice Rural Broadband will use all reasonable efforts to provide Customer at least thirty (30) days notice of any change. If such changes to the basic monthly service fee are to Customer's detriment (e.g. a price increase), Customer may terminate this agreement by giving thirty (30) days written notice and Customer will remain liable only for any balance on the account. (B) Monthly Airtime Payment is due in full by Standing Order on the 15<sup>th</sup> day of every month for the duration of the contract, except where annual prepayment has been selected (all prepayments are only part payments towards the annual contribution/subscription). The first monthly payment is payable on the 15<sup>th</sup> after installation. All subsequent monthly charges will be collected via Standing Order. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than thirty (30) days old, unless formally agreed in writing with Choice Rural Broadband. If any payment is more than seven (7) days

overdue or is returned by the bank unpaid, the Service may be suspended with immediate effect and remain suspended until the due amounts are paid in full. A fee of E 50 will be charged on reconnection. Customer is not relieved of the obligation to pay the monthly service fee while an account is suspended. Choice Rural Broadband may at its sole discretion terminate the Service and this Agreement for any accounts which are fourteen (14) days or more overdue. A reactivation fee or deposit may be required before Service is reactivated after suspension or termination. Credit account balances shall not accrue interest. Customer agrees to pay the reasonable costs of any collection agency, solicitor or court used by Choice Rural Broadband to collect past due amounts or to enforce this Agreement. Returned cheques will incur a E10 administration fee. (C) Package may be upgraded at any time during the contract with no extra fee applied. (D) To ensure the best possible process for installation, the installation and hardware costs and completed standing order mandate are required to secure a confirmed installation date. (E) In the case where the CPE is paid for by monthly instalment, title to the CPE shall remain vested in Choice Rural Broadband and shall not pass to the Customer until the purchase price for the CPE has been paid in full and received by Choice Rural Broadband. Until title to the CPE passes: 1.) Choice Rural Broadband shall have authority to retake, sell or otherwise deal with/or dispose of all or any part of the CPE 2.) Choice Rural Broadband and its agents and employees shall be entitled at any time and without the need to give notice, enter upon any property upon which the CPE or any part of, is stored, or upon which Choice Rural Broadband reasonably believes them to be kept. 3.) Customer shall store or mark the CPE in a manner reasonably satisfactory to Choice Rural Broadband indicating that title to the CPE remain vested in Choice Rural Broadband and 4.) the Customer shall insure the CPE to their full replacement value and arrange for Choice Rural Broadband to be noted on the policy of insurance as the loss payee.

(D)

- 8.) CUSTOMER ACCOUNT. 1.) Customer is solely responsible for use of the Service and for ensuring their information is kept confidential. Customer must notify Choice Rural Broadband immediately upon discovering any unauthorized use of their account. 2.) Customer acknowledges that usernames, passwords and IP addresses may change or be changed from time to time, and specifically that fixed IP addresses are not guaranteed, except in the case of custom services where this specifically comprises part of the service contract.
- 9.) CUSTOMER COMPLAINT POLICY. Should Customer be dissatisfied for any reason with the Service provided by Choice Rural Broadband, a formal complaint process is provided to ensure that Customer`s issue is addressed as quickly as possible and at the highest lever necessary, as follows: (a) GENERAL: if Customer has a general complaint regarding Choice Rural Broadband, Customer has to email full details and Customer`s account reference to us at [office@choicerb.ie](mailto:office@choicerb.ie) Issues registered in this way automatically enter Choice Rural Broadband complaint tracking systems thus ensuring the most appropriate and quickest handling of it. (b) BILLING: If Customer has a billing

enquiry or complaint, Customer has to contact the Accounts Department via the number shown on your invoice or statement by email to [office@choicerb.ie](mailto:office@choicerb.ie) (c) WRITTEN: If Customer prefers to put complaint in writing, we will respond to Customer's letter by telephone and will confirm any details in writing if Customer wishes. Customer's letter should be addressed to : Choice Rural Broadband 12 Bank Place, Cashel, Co. Tipperary (d) IDENTITY: If telephoning Choice Rural Broadband each staff member receiving Customer's call will provide his or her name on request. Customer should record this name for future reference or to revert later to the same person working on Customer's query or complaint. (e) RESOLUTION: The staff member receiving Customer's call will either resolve Customer's complaint or transfer Customer's complaint to a more appropriate person to endeavor to resolve Customer's complaint to Customer's satisfaction. Where possible, our staff members will resolve Customer's concern at the first point of contact. (f) ESCALATION: If Customer is not satisfied with the resolution, or If Customer feels that did not receive a fair hearing, Customer's complaint can be escalated to a supervisor or manager on Customer's request. He or she will review Customer's complaint and resolutions offered and discuss the complaint with Customer. If Customer's complaint remains unresolved, it can be escalated to the Business Partners. (g) ARBITRATION: In the event of dispute between the parties as to any matter which has not been resolved through the steps outlined above in our Customer Complaint Policy, such dispute shall be referred to an expert for determination who shall in default of agreement between the parties be appointed on the application of either party by either the President of the Incorporated Law Society of Ireland or the President for the time being of the Institute of Engineers of Ireland, and such an expert shall act as an arbitrator as defined in the Arbitration Acts 1954 as amended. The decision of expert shall be final and binding on both parties and it shall have the power to award the costs of determination against either party.

- 10.) **INSTALLATION.** (a) The installation, use, inspection, maintenance, repair and removal of the equipment may result in service outage or potential damage to your computer. Customer is solely responsible for backing up all existing computer files and data. Choice Rural Broadband and its employees, agents, contractors and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data or peripherals. (b) Choice Rural Broadband will endeavor to provide the Service to all eligible applicants, subject to technical and commercial feasibility. Choice Rural Broadband may, in its sole discretion, determine that it cannot or will not service a particular site or Customer, and reserves the right to cancel the installation process and refund any money that Customer has paid. Choice Rural Broadband will notify Customer of its intent to cancel as soon as reasonably possible. It may take up to ninety (90) days or more days to determine if Choice Rural Broadband is able to provide Service in certain locations. Choice Rural Broadband shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the Service.

- 11.) SOFTWARE LICENSE. Choice Rural Broadband grants to Customer a non-exclusive, non-assignable and non-transferable license to use and display the software provided by or on behalf of Choice Rural Broadband only for purposes of accessing the Service. Unauthorized copying of the software is expressly forbidden. Customer may not sublicense, assign or transfer the license or the software.
- 12.) COPYRIGHTS AND LICENSES. The content on the Service is protected under applicable copyright law. Any copying, modification, distribution, publication or other use by Customer, or by any user of Customer's account, of any such content is prohibited, except as expressly permitted by the holder of the applicable copyrights.
- 13.) NO ENDORSEMENT. Choice Rural Broadband does not endorse or in any way vouch for the accuracy or completeness of any content made available through the Service. Choice Rural Broadband does not recommend that such content be relied on by Customer without appropriate verification.
- 14.) CUSTOMER CONDUCT. Customer shall comply with all laws, rules, regulations and legal obligations related to the Service and with all acceptable use policies and procedures established from time to time by Choice Rural Broadband. Customer shall not use the Service to conduct any business or activity or to solicit the performance of any activity which is prohibited by any law, rule, regulation or legal obligation. Customer shall not intercept email in an unauthorized manner or engage in "spamming" or any similar conduct.
- 15.) THIRD PARTY ACCESS. (a) Customer shall not resell, share, lease, hire, or otherwise permit access to the Service to any third party, including but not limited to the connection of any third party to the Service through use of direct cable connection, network connection, wireless networking, or any other means. (b) Choice Rural Broadband reserve the right to suspend the Service pending investigation where it reasonably suspects the above clause is breached by Customer and reserve the right to terminate with immediate effect the Service and this Agreement where such breach has taken place.
- 16.) SERVICE MONITORING. Choice Rural Broadband has no obligation to monitor the Service, but may do so and disclose information regarding use of the Service for any reason if Choice Rural Broadband, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its Customers. Choice Rural Broadband may immediately remove Customer's material or information from Choice Rural Broadband's servers, in whole or in part, which Choice Rural Broadband, in its sole and absolute discretion, determines to infringe another's property rights or to violate Choice Rural Broadband's Acceptable Use Policy.
- 17.) CUSTOMER'S EQUIPMENT. Customer shall maintain and operate suitable and fully compatible terminal equipment and communication devices required to access the Service. Choice Rural Broadband makes no representation or warranties, either express or implied, regarding such Customer's equipment.

- 18.) **DISCLAIMER OF WARRANTIES.** Access to the Service is not guaranteed. The Service is distributed on an “as is” and “as available” basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose or otherwise.
- 19.) **LIMITATION OF LIABILITY.** Neither Choice Rural Broadband nor any of its information or content providers, service providers, licensors, employees, agents or contractors shall be liable for any direct, indirect, incidental, special, punitive or consequential damages arising out of Customer`s use of the Service or inability to use the Service or any breach of any representation or warranty. In any event, no such liability shall exceed the total amount actually paid by Customer for services provided under this agreement for the prior six (6) month period.
- 20.) **INDEMNITY.** Customer assumes all risk and liability for any use of the Service. Customer agrees to indemnify Choice Rural Broadband against all claims, liability, damages, costs and expenses, including but not limited to reasonable legal fees, arising out of or related to Customer`s use of the Service.