



WLR Terms and Conditions

DISTANCE SELLING IMPORTANT!

If you order any Service (as defined below) from Digiweb either over the internet, the telephone, by mail order or any other distance selling method you can cancel the Contract (as defined below) pursuant to the Consumer Protection (Distance Selling) Regulations 2000 ("Regulations") at any time up to 7 working days either after receiving these terms and conditions provided that you notify Digiweb in writing of such cancellation within the 7 working day period.

You will be deemed to have received these terms and conditions 48 hours after they are posted/emailed to you.

Finally, please note that you will be deemed to have accepted these terms and conditions and agree that you will also lose your statutory right of cancellation under the Regulations upon using any Service after receiving these terms and conditions. Regardless of the above, we will not charge you anything if you cancel your telephone service within 7 working days from the date on which you agreed to take those services.

These terms and conditions are effective from 1st January 2008.

These Conditions do not affect your rights under law. These Conditions also include certain exclusions as to our liability to you.

DEFINITIONS

The following words shall have the following meanings:

"Access Provider" means the company which provides the Customer's telephone line(s) and associated telephone number(s), from which Digiweb rents such line(s) and number(s);

"Agreement", means these terms and conditions, the code of practice (including Digiweb's tariffs for the Service) as amended from time to time, the Customer Application (including the Customer Authorization Form) and the Digiweb Code of Practice which together constitute a legally binding agreement between the Customer and Digiweb;

"Call Management Services" has the meaning assigned to such term in the code of practice;

"Call Management Services Charges" are the charges applicable to the Call Management Services as specified in the code of practice;

"Carrier Pre-Selection" or "CPS" means the service whereby the Customer is able to pre-select a service provider other than eircom to carry his/her calls for national calls and/or international calls or "All Calls" (i.e. all calls except for calls to emergency numbers 999 and 112, calls to codes 199 and to those starting with 13 and 17), in accordance with Decision Notices D2/99 and D13/99 of COMREG. For the avoidance of doubt in selecting the Digiweb Service, the Customer accepts that they are selecting the "All Calls" option for the purpose of SB-WLR as defined below;

"Charges" means all charges payable to Digiweb for the Service as specified in the code of practice and includes, without limitation, the Line Rental Charges, Equipment rental charges and Call Management Services Charges;

"Code of practice" means the Digiweb Phone and Internet Pricing Guide as same may be amended by Digiweb from time to time and which is available at www.digiweb.ie;

"COMREG" means the Commission for Communications Regulation which is the national regulatory authority for the electronic communications market in Ireland;

"Cooling-Off Period" means the Customer shall have the right to cancel the Service without penalty within seven (7) days of placing an order with Digiweb ("Cooling-Off Period") by giving Digiweb notice in writing during the Cooling-Off Period that it wishes to (i) disconnect its line; or (ii) transfer to the Access Provider or another operator (in which case it must also notify the Access Provider or other operator during the Cooling-Off Period).

"Customer" means the person(s) using the Service whose details are provided in the Customer Application for the Service;

"Customer Application" means the Customer's application for the Services whether in writing, on-line or via TPV (as described below);

"Customer Authorisation Form" means a form completed by the Customer to approve the provision of the Service and which contains information as set out in the Code of Practice. This information may also be captured via TPV or sign up over the Internet as per the specified processes;

"Data Protection Legislation" means the Data Protection Acts 1988 and 2003 and any amendment, replacement or supplement thereto, from time to time;

"Digiweb Ltd" "we" "us" means Digiweb Ltd registered address of IDA Business Park Dublin Road, Dundalk, Co Louth.

"DSFA" means the Department of Social and Family Affairs;

"DSFA Scheme" means the DSFA telephone allowance scheme operated by the DSFA from time to time, to which Digiweb shall adhere to in charging a Customer who is eligible under the scheme;

"Equipment" means a telephone or other equipment of the Access Provider or Digiweb that is located on the Customer's premises;

"Line Rental Charges" means the charges for telephone line rental as specified in the code of practice;

"Minimum Period" means a period of one year (12 months) commencing on the Start Date in regard of any Service;

"National Directory Database or "NDD" means the record of all subscribers of publicly available telephone services in the State, including those with fixed, personal and mobile numbers, who have not refused to be included in that record;

"Network" means the telecommunications system used by Digiweb for the provision of the Service pursuant to its General Authorisation granted under Regulation 8 of the European Communities (Electronic Communications Networks and Services) Regulations, 2003;

"Off-Peak" applies 6pm - 8am, Mon - Fri, 6pm Fri - 8am Mon and public holidays;

"Service" means the SB-WLR service (as defined below) requested by the Customer in the Customer Application. The Service does not facilitate the provision by Digiweb to the Customer of the Single Billing Product Exclusions;

"Single Billing through Wholesale Line Rental" or "SB-WLR" means the facility which, through use of CPS "All Calls" Option, enables Digiweb to provide a single bill to the Customer covering all aspects of voice services, at rates Digiweb determines, where voice services means all telephone lines (PSTN/ISDN/BRA/FRA/PRA), Equipment, calls and Call Management Services, unless otherwise excluded herein;

"Single Billing Code of Practice" means the Code of Practice developed for the purpose of SBWLR and approved by COMREG, as same may be amended from time to time, a copy of which can be obtained by writing to Customer Services, Digiweb Ltd, IDA Business Park, Dublin Rd, Dundalk, Co. Louth.

"Single Billing Product Exclusions" means those services which the Access Provider, and not Digiweb, will continue to offer the Customer from time to time as specified in the code of practice, which includes eircom Charge Card, eircom i-stream, High Value CPE, spread payment contracts (for equipment purchase) and eircom discount schemes, as same may be amended from time to time;

"Start Date" means the "go-live" date from which your account will become active and Digiweb will commence providing the Services. Digiweb will communicate an estimated Start Date to you in advance but this date is not guaranteed;

"Telecommunications Scheme" means the eircom Telecommunications Scheme, 2003 available on www.eircom.ie as amended from time to time;

"Third Party Verification" or "TPV" means the independent means of verifying a Customer's consent and obtaining the information from the Customer required approving the provision of the Service. It is conducted via the telephone, with a recording of the call serving as a record of the Customer's consent.

Fixed to Fixed (F2F) means calls from a fixed line phone to a fixed line phone (as opposed to a mobile phone).

Fixed to Mobile (F2M) means calls from a fixed line phone to a mobile phone.

.Minimum Period means in the case of each of a Single Bill customer, a Broadband customer the minimum period of 12 months commencing on the Operational Service Date. The minimum period in the case of a Digiweb Limited Business Bundle customer means 12 months commencing on the date of the first Digiweb Limited Business Bundle formally discounted bill or Digiweb Limited Business Bundle formally discounted (whichever is applicable).

Bundle means, for the purposes of these terms and conditions, any of the bundles/package combined services offered, as specifically requested by the Customer in the Application From, to which these terms and conditions apply. There are a number of customer options within each Bundle or package combined services offering.

1. THE SERVICE:

By ordering and/or using the SB-WLR (WLR) service (the "Service") the Subscriber (the customer ordering and using the Service) agrees and accepts fully the terms and conditions as set out herein:

1. The Service will commence on the Start Date and will continue until cancelled, suspended, or terminated in accordance clauses 9 to 10, subject to any applicable Minimum Term.

1.1 The Customer's Contract for any Voice Bundle Package is for a Minimum Term of twelve (12) months from the Commencement Date, unless the Customer cancels during the Cooling-Off Period.

2. AGREEMENT. Subscriber agrees to be bound by this Agreement and to use the Service in compliance with the terms of this Agreement and with DIGIWEB's Acceptable Usage Policy and any modifications made to same from time to time.

2.1 This Agreement applies in regard of the provision of the Service for BS-WLR phone service.

2.2 Provision of the Service by Digiweb shall be conditional on receipt by Digiweb of a completed Customer Authorisation Form (CAF) or the required authorisation being captured via TPV, or the Customer having signed up over the Internet in accordance with Digiweb procedures.

2.3 Each Customer Application for the Service shall be deemed to be in regard of individual telephone lines and not the Customer's entire telephone account, unless otherwise specified in the Customer Application. The Customer must specify in the Customer Application each individual telephone line in regard of which it wishes to have SB-WLR applied.

2.4 The Customer accepts and acknowledges that (i) the Access Provider shall bar access to all carrier selection and carrier access codes on telephone lines that have Single Billing Service applied and (ii) override codes are not available

for use by the Customer in conjunction with the Service (i.e. a Customer cannot access another operator's network in making calls through use of a prefix). The Customer accepts that Digiweb shall have no liability for any losses or damages howsoever arising from non-provision of the Service (iii) The customer accepts that they do not own any telephone number we make available to them under your Contract. The customer may request Digiweb to 'port' the number from another communications provider and we will try to do this wherever it is reasonably practicable. However the customer accepts that this may not always be possible. In these circumstances we may have to provide the customer with a new number. If the customer has any questions in this regard please contact Customer Services.

2.5 If the customer wants to set up new accounts at a new location they acknowledge they will have to provide us with what we regard as suitable proof of new address. We will follow good industry practice in deciding what proofs of address are required. If an existing customer is moving address and can not provide this information we will not be able to terminate your existing account and you will be liable for any charges that remain due in regard of the remainder of the term for the particular Service (for example, the remainder of the Minimum Period for the Broadband Service or calls made on this line).

3. THE SUBSCRIBER. Subscriber is at least 18 years of age, is legally able to enter into contracts and is responsible for this Subscriber account. Subscriber shall pay all fees, taxes, charges and other expenses incurred in connection with the account.

(a) Subscriber accepts that DIGIWEB may change or withdraw any element of the Service from time to time and will use reasonable efforts to notify Subscriber of any necessary change in the Services.

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

(c) Subscriber acknowledges that in order to provide the Service, DIGIWEB has contracted with communications and network operators for WLR and DSL internet access. Subscriber further acknowledges that DIGIWEB will only provide uninterrupted continuous Service to Subscriber pursuant to this Agreement to the extent which DIGIWEB receives such service from linked communications and network operators.

(d) the subscriber acknowledges that if have given us their permission, we will register you on the National Directory Database ("NDD") registry. The NDD is a central register of individuals who have indicated that they do not wish to receive unsolicited sales and marketing calls. Registering your telephone number on the NDD will stop telemarketing calls from all other companies in the Republic of Ireland, including those who regard you as a customer, unless you have previously told them you have no objection to them calling you.

4. CUSTOMER SUPPORT. Digiweb's Customer Support number is 1890 940405.

4.1 Digiweb's customer care policy is set out in the Digiweb Code of Practice, available on www.digiweb.ie.

4.2 The Customer shall contact Digiweb in the event that they want to alter any aspect of the Service, including, but without limiting the generality of the foregoing, the addition of a telephone line, upgrades to a telephone line, change in the Call Management Services and changes in the Customer's premises where the Service is provided.

4.3 The Customer shall raise any complaints in relation to the Service using the complaints procedure set out in the Code of Practice.

5. PAYMENT.

5.1 The Customer will receive one bill from Digiweb for all Charges incurred by the Customer in regard of this Service.

The Charges will be paid as follows:-

5.2 Digiweb's tariffs for the Service are stated in the code of practice which forms part of the Agreement. The Customer agrees that Digiweb shall not be obliged to provide a paper copy of any bill. In regard of all services provided from the 1st January 2008 all new customers will default to online billing. If the customer opts for paper or hard copy bill a €1.50 inc vat per month charge will be payable.

Line Rental and Equipment rental are charged:

Monthly in advance

Call Usage Monthly in arrears

Call Management Services Monthly in advance

All Voice packages Monthly in Advance

5.3 All sums due to Digiweb shall be paid in full by the Customer by the due date for payment set out in the Digiweb invoice. In order to avail of the Service, the Customer agrees to pay by Direct Debit, Credit or Debit Card.

5.4 In the event of late payment or non-payment, Digiweb may have under this agreement, statute, or otherwise, Digiweb reserves the right to charge Customers an additional administrative fee of €15.00 (inc VAT) for costs/administration fees incurred pursuing any late payment.

5.5 Should the Customer disagree with any charges shown on the Customer's bill, the Customer is requested to lodge a complaint in accordance with Digiweb's Code of Practice, prior to the due date for payment. Notwithstanding any complaint, all invoiced amounts shall be paid on the invoice due date pending the outcome of the complaints procedure. If, following the complaints procedure, it is established that the charges on any invoice are incorrect; Digiweb shall credit any overpayment to the Customer's account.

5.6 Save in the case of manifest error by Digiweb, all charges shall be calculated by reference to the data recorded or logged by Digiweb. Digiweb's determination in regard thereof is final.

5.7 As some usage takes longer to rate, notwithstanding any other clause herein, the Customer may, at any time, be billed for charges incurred in a prior billing period.

5.8 (i) If, immediately prior to receiving the Services from us, you were a customer of eircom, some calls (such as subscriber or premium rate services) that appear on your Digiweb bill may involve additional call charges. We will charge you for these at our rates as set out in our list of Charges (as amended from time to time). (ii) You may have existing contracts for telecommunications services (i.e. line rental, or calls, or broadband) with your old service providers, which have minimum service periods in them. You are responsible for checking any such contracts and for paying for any ongoing charges or charges on termination you may have to pay to your old service provider.

These will be in addition to our charges.

5.9 A Customer's eligibility under the DSFA Scheme shall be indicated by the Customer when applying for the Service. In the event that it is determined that the Customer is not, or has not been, eligible for the DSFA Scheme, the Customer acknowledges and agrees that, without prejudice to any other rights or remedies that Digiweb may have under this Agreement or otherwise, any DSFA Scheme credits improperly awarded to the Customer may be recouped by Digiweb in a subsequent invoice from Digiweb to the Customer whether during or after the term of this Agreement.

5.10 Where you have entered a Contract to receive any Service from us, your account is limited in any one month to an amount which may either have been set at the time of your application or at any time thereafter while you have a Contract with us ("**Credit Limit**"). This Credit Limit is subject to the following provisions:

5.11.1 We may, depending on your payment history with us, lower your Credit Limit. On request we may agree to raise your Credit Limit. If you wish to vary your Credit Limit you should telephone Customer Services;

5.11.2 As our billing system is not instantly updated each time you make a call, it is possible to exceed your Credit Limit. The Credit Limit does not immediately act as a bar and you may be able to incur Charges that result in you exceeding your Credit Limit. You will be liable for all Charges, including any in excess of your Credit Limit.

You will be asked to pay all Charges incurred before Services are reinstated;

5.11.3 We may suspend your service if your Credit Limit is exceeded.

5.12 In addition to setting a Credit Limit, we may ask you to pay a non-interest bearing deposit which we will be able, at any time, to use to pay off any Charges you owe. Any such deposit will be reasonable and will be assessed in the light of your previous Digiweb bills and credit history. At any time, you may ask for a refund of your deposit but this may result in us reducing your Credit Limit.

5.13 Charges for calls you make using any Service will be calculated using details logged and recorded by us. Calls are charged based on the rate applicable when the call was initiated. Individual charges will be rounded up to the nearest half cent and your total call charges rounded up to the nearest whole cent. In addition, and notwithstanding the preceding sentence, there is a minimum call charge and the details of this charge will appear in our price list which is available on our Website.

5.14 You should also be aware that we may allocate Call Data Records ("**CDRs**") which have been received late, whether from other Network Operators or otherwise, into the bill for your current Billing Period. Further details of late arriving CDRs are available from Customer Services.

5.15 We shall be entitled to amend our Charges or change the Tariff Plan you are on from time to time and we will notify you of such changes by making the amended list of Charges available on our Website or by notifying you when you call Customer Services. If Charges are decreased this will be reflected in your next bill. Should we increase the Charges we shall notify our customers of such increase via our website and the increase will take effect from the end of that period. In this instance you may, in accordance with and subject to the provisions of clauses 10, be entitled to terminate the Services made available under these Conditions on giving us 30 days' written notice.

5.16 Upon termination of any Service for whatever reason all sums outstanding and any cancellation Charges arising as a result shall be treated as a debt and shall become immediately due and payable. For clarity, this includes any charge that we incur from a third party for disconnecting you from a Service.

5.17 You agree to pay all fees, charges or expenses reasonably incurred by us or our agents in collecting or attempting to collect any charges or debts owed by you to Digiweb or otherwise associated with your failure to pay the charges in accordance with this agreement.

6. USE OF THE SERVICE.

6.1 The Customer may use the Service for consumer, domestic, personal and/or business purposes; the customer understands they must take our call service along with the WLR service and that they will not be able to use another provider for any of your other calls. It is also understood our WLR and Call Service will not include: telephone or other equipment (other than line rental); or internet access.

6.2 We may be able to provide you with a number of ancillary optional WLR services, for which there may be an additional charge, please note you can change your selected service options at any time in any given month. However, any service you request may require a short provisioning period before it can be activated. We will tell you what this is when you contact us.

6.3 The Customer undertakes not to use or permit others to use the Service or the Equipment:

- (i) for business purposes to sell on or supply the Service to anyone on a commercial basis;
- (ii) for any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the Service;
- (iii) in any way that may cause degradation of service levels to other customers as determined by Digiweb or put the Network at risk;
- (iv) to send unsolicited commercial communications or promotional material;
- (v) for the communication, transmission, publication, transmission, 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;
- (vi) for the processing of automated or manual "personal data" as defined in the Data Protection Legislation and in any event, if used for such purpose in contravention of this Agreement, to delete any such personal data prior to returning the Equipment to Digiweb; or
- (vii) otherwise in any manner which does not comply with the terms of any applicable law, legislation, regulation, direction or any licence or authorisation applicable to the Customer or any instructions given by Digiweb from time to time.

(viii) as a means of communication, the purpose of which is other than that for which the Service is provided (including without limitation abusive or malicious calls), or which is carried out in an unauthorised way or for fraud or criminal activities;

6.4 The Customer hereby agrees to avail of the Service subject to the provisions of the Telecommunications Scheme in force for the time being and the provisions of any legislation, regulations, bye-laws or codes of practice applicable to such use.

6.5 The Customer shall ensure that all persons having access to the Service or the Equipment comply with the terms and conditions herein stated.

6.6 The Customer shall ensure that all Equipment is maintained and kept in good working order.

6.7 The Customer shall comply with all reasonable instructions given to the Customer by Digiweb in relation to the use of the Service.

6.8 The Customer shall indemnify and hold Digiweb Ltd harmless against all liabilities, claims, damages, losses, expenses and proceedings howsoever arising from or in any way connected with the use of the Service and/or the Equipment and/or any breach of this clause by the Customer.

6.9 If you are moving home, we will do our best to arrange the transfer of your line whilst retaining your existing telephone number. However, you accept that we may not always be able to do so and we are not liable to you if we cannot.

6.10 You accept that the installation of a new line in your new home will usually attract new line connection charges and a new twelve (12) month minimum term contract.

6.11 If you have been allocated or have chosen to obtain a new number, you accept that we may bill you for your calls at a higher rate than normal until our Call Service has been activated on your line.

6.12 If there is a fault with your Service, you should contact Customer Services. We will try to repair a service failure within two (2) working days after the day you report the fault to us.

6.13 You may also be able to claim compensation if we fail to repair your Service or if we fail to respond to a fault when we said we would. Please contact Customer Services for further information on reporting a fault.

Compensation claims will be dealt with on a case-by-case basis. If your compensation claim is successful, the amount you receive will be credited to a later invoice. The maximum compensation claimable is €250.00 per line per annum.

6.14 Please note, you cannot claim compensation if:

6.14.1 You have not made your claim in writing within one (1) month from when we put things right;

6.14.2 Someone other than Digiweb has caused the fault;

6.14.3 The fault was caused by something outside Digiweb's control, e.g. network or atmospheric conditions;

6.14.4 We ask to come onto your property and you do not allow us to;

6.14.5 We reasonably ask you for other help and you do not give it; or

6.14.6 Your Service(s) haven't been fully installed and activated at your address (whether you're a new customer or are moving house and taking your Service with you).

6.15 If you have agreed to a visit from our engineer, but the engineer is not able to come onto your property, we will charge you an abortive visit charge.

6.16 We can also charge you for any such engineer visit if we reasonably believe that you have caused the fault by damaging the phone line or phone plug in your wall.

6.17 Call Monitoring or recording of your calls may take place for our business purposes, such as quality control and training, to prevent unauthorised use of our telecommunications systems and to ensure effective systems operation and in order to prevent or detect crime.

6.18 We make every effort to ensure the security of your communications. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient.

6.19 Any calls you make using the Service, whether to Customer Services or otherwise, may be recorded and so you hereby grant us, or our agents, the right to monitor or record your calls, emails or SMS for our lawful business purposes, such as quality control and training, to prevent unauthorised use of our telecommunications systems, to ensure effective systems operation and in order to prevent or detect crime.

6.20 Failure by either you or us to exercise or enforce any right conferred by statute or the Contract shall not be deemed as a waiver of any such rights nor prevent the exercise or enforcement of such rights at a later date.

6.21 Except in the case of any permitted assignment of the Contract, a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any clause of the Contract.

7. LIABILITY

7.1 Digiweb shall use reasonable actions to ensure that the Service is available for use by the Customer in accordance with the standards for the time being relating to the Service as set out in Digiweb's Service literature, but shall not be liable for any delay, failure, interruption, or deterioration therein, howsoever arising. Our service/s may not be available to a small number of customers in certain circumstances. We will tell you if this applies to you.

7.2 Digiweb shall make reasonable efforts to prevent unauthorised access to the Service 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.

7.3 Save as expressly provided herein, Digiweb 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.

7.4 Under no circumstances shall Digiweb be liable for any loss or damage arising as a result of:

7.4.1 the failure of the service or equipment due to the incompatibility of the service with any equipment not supplied by Digiweb.

7.4.2 the acts and omissions of other telecommunication operators (including the access provider); or

7.4.3 breach in the security or privacy of messages transmitted using the service provided by us unless the breach results from the willful default of Digiweb or its employees.

7.5 Under no circumstances shall Digiweb be liable to the customer or any third party whether under contract, tort, statute or otherwise, for any indirect, economic, special or consequential loss, loss of profits, loss of data or loss of use of data, howsoever arising as a result of the customer's use of the service or the equipment or otherwise in connection with this agreement.

7.6 Without prejudice to the exclusions of liability set out in this clause, Digiweb's entire aggregate liability to the customer 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 the customer to Digiweb in the 12 months prior to the date of the last event giving rise to such claim(s) and (ii) €250, provided that this shall not operate to exclude any minimum liability imposed by statute.

7.7 This Clause shall continue to apply notwithstanding termination of this Agreement for any reason whatsoever or howsoever arising.

7.8 For the avoidance of doubt, any limitation or exclusion of liability under these terms and conditions shall only be to the extent permitted by law. Nothing in this Agreement shall limit or exclude Digiweb's liability to the Customer for personal injury or death.

7.9 Alarm systems: Although alarm signals can be carried across a Network, we are not responsible for lack of service or failure to deliver an alarm signal due to:

7.9.1 Your use of the Services;

7.9.2 A Network going down;

7.9.3 Suspension of your account

7.9.4 Failure arising from any misuse of your phone line or telephone equipment;

7.9.6 for reasons outside our control (including, without limitation, if there is a technical failure of a Network, because a Network is being tested, modified or maintained or if access to any Network is denied to us).

8. CUSTOMER RIGHT OF CANCELLATION. AND BUNDLE RESTRICTIONS

8.1 The Customer shall have the right to cancel the Service without penalty (subject to clause 8.2 below) within seven (7) days of placing an order with Digiweb ("Cooling-Off Period") by giving Digiweb notice in writing during the Cooling-Off Period that it wishes to (i) disconnect its line; or (ii) transfer to the Access Provider or another operator (in which case it must also notify the Access Provider or other operator during the Cooling-Off Period).

8.2 If the Customer exercises the right of cancellation set out in paragraph 8.1, the Customer shall be liable for any Charges for usage (including line rental and call charges) actually incurred up to and including the date of disconnection (which shall be no later than 72 hours after receipt of notice of cancellation), or, in the case of transfer to the Access Provider or another operator, up to and including the effective date of such transfer, and for any costs

incurred in the return of the Equipment. Digiweb shall refund any remaining Charges which have been paid in advance by the Customer in regard of the Service.

8.3 Additional Bundle Restrictions

8.3.1 Each option within the Digiweb Limited Business Bundle comprise of a Bundle of F2F and F2M calls and the bundle cannot be separated.

8.3.2 F2F calls within Digiweb Limited Business Bundle consists only of calls to geographic fixed line numbers in Ireland and to numbers beginning with 00441 and 00442 in the U.K.

8.3.3 In the event of call minutes in a Bundle option not being exhausted by a Customer in the relevant month any unused call minutes shall be forfeited by the Customer and cannot be carried forward.

8.3.4 Once a Customer has exhausted the number of monthly call minutes applicable to the Bundle option, all call minutes incurred in excess of same shall thereafter be charged at the then Digiweb Limited prevailing rates for such calls.

8.3.5 Call minutes which form part of a Bundle option begin to accrue from the 1st of the month in which all components of the Bundle are available to the customer.

8.3.6 The minutes of F2F calls within the monthly recurring bundle option charge is an aggregate number of minutes in respect of local, national and specific bundles UK calls. For the avoidance of doubt Digiweb Limited, by way of example, if the number of F2F call minutes available under a bundle option is used fully by calls to national landlines all calls to local landlines will be charged at the prevailing Digiweb Limited Charges.

8.3.7 The minutes of F2M calls within the monthly recurring Bundle option charge is an aggregate number of minutes in respect of Irish mobile calls. For the avoidance of doubt Digiweb Limited, by way of example, if the number of F2M call minutes available under a bundle option is used fully by calls to Irish mobile numbers will be charged at the prevailing Digiweb Limited Charges.

8.3.8 A contract period of 12 months with 30 days cancellation notice period there after applies to all combined voice services packages or broadband bundles.

8.3.9 Unlimited calls to destinations does not apply to business customers .Unlimited minutes apply to calls up to 59 minutes long , after which standard minute rates apply .

9. SUSPENSION/BARRING OF THE SERVICE.

9.1 Without prejudice to any of its rights of termination under clause 10, Digiweb reserves the right to temporarily bar, suspend, restrict, and/or disconnect the Customer's use of the Service (collectively "suspension") at any time for non-payment of the Charges (in accordance with the terms of Digiweb's Code of Practice payment must be made within seven (7) days of you being reminded to pay your bill or for any other breach of this Agreement whatsoever. Digiweb shall use reasonable actions to contact the Customer, but shall not be obliged to contact the Customer, prior to any such suspension of the Service.

9.2 Digiweb shall be entitled to maintain suspension of the Service under clause 9.1 until any breach is remedied to Digiweb's satisfaction.

9.3 If the Service is suspended in accordance with this Agreement, the Customer will be able to make emergency calls only and may not have access to broadband services during the suspension period.

9.4 The Customer shall remain liable to pay the Charges throughout any period of suspension of the Service.

9.5 Digiweb shall be entitled to charge a reconnection fee of €25.00 (inc VAT) on reconnection of a Customer following any temporary period of suspension under clause 9.1.

9.6 Digiweb may suspend the Service from time to time, without liability, for the alteration, improvement or maintenance of the Network or the Services.

9.7 If we suspend the Services under clause 9.6, your Contract will still continue and you shall reimburse us our costs and expenses reasonably incurred in suspending the Services and/or recommencing them. In addition, you must pay all Charges due from you under your Contract incurred prior to the time when your Contract is properly terminated. If we suspend any Service, we will not provide it again until you confirm that you will use the Service only as agreed in this Contract.

10. TERMINATION/TRANSFER OF SERVICE.

10.1 Save where a Customer exercises its right of cancellation under clause 8, or as otherwise expressly provided in the Code of Practice, monthly Charges which are required to be paid in advance by the Customer shall not be refunded on termination of this Agreement for any reason.

10.2 Without prejudice to its right of cancellation under clause 8.1, the Customer may transfer the provision of the Service at any time either without notice, by procuring the transfer of the relevant telephone line to the Access Provider or another operator.

10.3 Neither party may terminate the Contract during any applicable Minimum Period (if applicable) other than as provided herein. Should the Customer terminate its Contract prior to the end of any applicable Minimum Period, the Customer shall be liable for the Termination Charge being the balance of the remaining unexpired contract and authorizes Digiweb to debit the Termination Charge from the Customer's bank account in accordance with clause 1.

10.4. After the Minimum Period or, if there is no Minimum Period, at any time, either party may terminate the Service on giving the other 30 days' written notice.

10.5 The Customer must contact the Access Provider or other operator to transfer its line under clauses 8.1 or 10.2 and termination shall only take effect once any such transfer has occurred. The Customer acknowledges that Digiweb shall continue to provide the Service and the Charges shall continue to apply pending any such transfer.

10.6 Digiweb shall be entitled to terminate this Agreement and cease providing the Service forthwith without notice (giving only retrospective notice) if:

10.6.1 the Customer is in material breach of this Agreement (including non-payment of the Charges in accordance with the Code of Practice);

10.6.2 the Customer is in breach of any term of this Agreement and has failed to remedy such breach within 30 days of a notice from Digiweb requiring the Customer to remedy such breach;

10.6.3 the Customer is in breach of clause 6;

10.6.4 the Customer uses the Equipment otherwise than as permitted under this Agreement;

10.6.5 any information supplied by the Customer to Digiweb is false or misleading;

10.6.6 Digiweb is obliged to comply with an order, instruction or request of Government, COMREG, an emergency service organization or other competent authority;

10.6.7 the Customer is 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;

10.6.8 the Customer dies, becomes mentally ill or becomes the subject of bankruptcy or insolvency proceedings in any jurisdiction or has become unable to pay its debts as they fall due.

10.7 Digiweb shall be entitled to terminate this Agreement immediately by giving the Customer notice if any event of Force Majeure continues for a period of 30 days or longer.

10.8 Digiweb shall be entitled to effect termination under clauses 10.6 or 10.7 either by disconnecting the Customer or by transferring the Customer back to the Access Provider.

10.9 If, on termination, any Charges are outstanding, Digiweb may continue to bar the Customer's line following termination until all Charges have been paid up to date by the Customer.

10.10 The termination or suspension of this Agreement or default of the Customer hereunder shall not affect the accrued rights and obligations of the parties under the Agreement.

10.10 Without prejudice to the generality of clause 10.9, on termination of the Agreement, all Charges accrued by the Customer 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 in accordance with Clause 5 hereof.

10.10 On termination, the Customer shall return any Equipment received from Digiweb in regard of the service to Digiweb.

10.11 On cancellation or termination of this Agreement, any other agreement between Customer and Digiweb in regard of the same line shall automatically terminate.

11. FORCE MAJEURE

11.1 Neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments) 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, failure of the Access Provider's networks or services, 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, highway authorities or other circumstances beyond the control of the parties ("Force Majeure").

12. ASSIGNMENT

12.1 Digiweb may assign this Agreement without consent provided that any Assignee shall be bound by the same obligations as Digiweb under this Agreement.

12.2 The Customer shall not assign this Agreement in whole or in part without the prior written consent of Digiweb.

13. WAIVER

13.1 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or enforcement thereof, or of any such right or any other right on any later occasion.

13.2 Any deficiency in the Customer's authority to avail of the Service or to use the Equipment shall not preclude reliance by Digiweb on any of its rights under this Agreement.

14. NOTICE

14.1 Digiweb shall send all notices to the Customer either: (i) in writing to the Customer's billing address as provided on registration; and/or (ii) via an email address provided to Digiweb by the customer (iii) on the Customer's bill; and/or (iv) by placing same on the Digiweb website and/or directly on our customer account portal; and/or via national newspapers.

14.2 Customer shall send all notices to the address that appears on the last written correspondence sent by Digiweb to the Customer or such other address as may be prescribed by Digiweb for the purpose.

14.3 Notice given by post or via the Digiweb website shall be deemed served 48 hours after posting or on earlier proof of delivery. Notice given by Digiweb in national newspapers shall be deemed served on the date of publication.

15. USE OF INFORMATION

15.1 Digiweb shall process your personal data (as defined in the Data Protection Legislation) in accordance with the Data Protection Legislation.

15.2 Any information obtained by Digiweb through an application for or the use of the Service may be accessed and used by Digiweb and its Affiliates, agents and sub-contractors for the purposes of credit references, accurate billing and efficient operation of the Service, including disclosure to and retention by the Access Provider in connection with the operation, suspension and/or termination of the Service and for the insertion, change and deletion of the SB-WLR Customer Listing by Digiweb and/or the Access Provider. The Customer shall be deemed in accepting these terms and conditions to have given consent for the use of his information for such purposes. The use of such information for purposes other than those outlined in this

Agreement shall be subject to the Customer's consent as given in its Customer Application and the Customer Authorisation Form.

15.3 Digiweb may use Customer's contact details from time to time to contact Customer about Digiweb promotions, products or services which may be available to Customer or to send Customer details of such promotions, products or services. Customer may indicate in its Customer Application or contact Digiweb at any time at that it does not wish to receive such communications.

16. MISCELLANEOUS

16.1 This Agreement (comprising these terms and conditions, the code of practice and the Customer Application), constitute the entire agreement between the parties in relation to the Service and, for the avoidance of doubt, supersede any terms which may have governed the provision of the CPS or SBWLR Residential Calling Service to the Customer. In the event of conflict between any of the documents incorporated in this Agreement, the following order of precedence shall apply:

1. These terms and conditions;
2. Digiweb Code of Practice;
3. The Customer Application.

16.2 Digiweb reserves the right to alter any terms of this Agreement for legal, technical, operational or commercial reasons, or to terminate any package or change its tariffs, on giving 14 days' notice to the Customer. Notwithstanding any other provision of this Agreement, Digiweb shall give notice for the purposes of this clause by either publishing notice in a national newspaper, publishing notice on its website or by notifying the Customer in writing or any combination of the foregoing. In the event of any such alteration, the Customer shall have the ability to terminate the Service without penalty during the notice period, subject to payment by the Customer of all Charges due to date.

16.3 Any dispute that arises in relation to this Service shall be dealt with in accordance with the dispute process contained in the section entitled "Code of Practice" as amended from time to time on www.digiweb.ie. For the avoidance of doubt, the Customer's obligations under this Agreement, including payment obligations, shall not be effected for the duration of the complaint resolution.

16.4 If any provisions of the Agreement are held to be unenforceable, illegal or void in whole or in part the remaining portions of the Agreement (and the remaining portion of such provisions) shall remain in full force and effect.

16.5 This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish courts.

Date: 11/05/09