Digiweb

LLU BROADBAND SERVICE TERMS AND CONDITIONS
Version 8, May 8th 2015

This Subscriber Agreement ("Agreement") is made by and between Subscriber and Digiweb Ltd. ("DIGIWEB"), for the provision and use of DSL Internet access (the "Service"). Now therefore, in consideration of the mutual promises and covenants herein contained, the adequacy of which is hereby acknowledged, and intending to be legally bound, Subscriber and DIGIWEB hereby agree as follows:

1. 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. 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.

3. SUBSCRIBER ACKNOWLEDGEMENTS REGARDING THE SERVICE.

(a) The Service consists of a DSL internet connection over a phone line. While DIGIWEB will undertake all reasonable commercial efforts to deliver the stated service the Subscriber acknowledges that service speed can vary depending on Internet traffic and other factors beyond the control of DIGIWEB. The Service may contain material that is unsuitable for minors and Subscriber acknowledges that DIGIWEB does not and cannot filter the content.

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

(c) 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.

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

(e) Subscriber acknowledges that the Service is an "always open" connection to the internet while the equipment is powered on and that it is Subscriber's SOLE RESPONSIBILITY to install, configure and maintain suitable security measures to protect Subscriber's computer and equipment from unauthorised or malicious access from the internet. Any advice or equipment provided by DIGIWEB is provided 'as is' and DIGIWEB accepts no responsibility or liability for the security of Subscriber's systems.

4. EQUIPMENT.

(a) From service activation DIGIWEB will loan certain ADSL modem and associated equipment, hereafter termed "Equipment", to Subscriber to access the service. This Equipment at all times remains the sole property of DIGIWEB and Subscriber agrees to provide DIGIWEB access and permission to recover said equipment on demand without delay, obstruction or interference.

(b) Subscriber agrees to use the Equipment in accordance with DIGIWEB's instructions and to restrict access to the Equipment to only those representatives and agents authorized by DIGIWEB. Subscriber agrees to take reasonable steps to protect the Equipment from damage, loss or theft.

(c) Subscriber agrees to notify DIGIWEB as soon as reasonably possible once he becomes aware of any damage to the equipment or defect in the operation of the equipment by telephoning or emailing DIGIWEB at the numbers or addresses published from time to time, or **support@digiweb.ie**

(d) On termination or cancellation of the Service Contract for any reason whatsoever, it is the responsibility of the Subscriber to return to Digiweb by recorded mail and in good condition and suitably packaged the DSL Modem and Filters and any other related equipment provided by Digiweb. Failure to return equipment within 14 days of the service termination/cancellation date will generate an automatic equipment fee of €75 including VAT which will be deducted from Subscribers and Subscriber hereby agrees to same.

5. TERM.

This Agreement is for an initial term of 12 months, and shall automatically renew for subsequent month term, until terminated in accordance with this Agreement. After the Initial Term, Subscriber may terminate this Agreement upon thirty (30) days written notice to DIGIWEB. Should Subscriber terminate this agreement for any reason during the initial term,

subscriber will be liable for a termination charge consisting of all relevant fee's which would have been payable to the end of the initial term, and Subscriber acknowledges and agrees to pay such fee and return any equipment provided. For customers who have subscribed to a DSL and Voice bundle the termination charges will consist of all relevant fee's which would have been payable to the end of the initial term. DIGIWEB may in its sole discretion terminate this Agreement at any time. In the event that DIGIWEB terminates this Agreement for reasons other than breach of this Agreement by Subscriber, then DIGIWEB shall endeavor to the extent reasonably possible to provide 30 days notice to Subscriber. Subscriber is liable under this Agreement for all fees and charges until such time as the Agreement has been terminated. SUBSCRIBER UNDERSTANDS THAT UNLESS WRITTEN NOTIFICATION IS RECEIVED BY DIGIWEB AFTER THE INITIAL TERM, THE SERVICE SHALL CONTINUE AND SUBSCRIBER WILL CONTINUE TO BE RESPONSIBLE FOR PAYMENT OF APPLICABLE SERVICE FEES.

6. TERMINATION.

(a) If Subscriber is dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, and if these issues cannot be resolved through Digiweb's Customer Complaints procedure Subscriber's sole remedy is to discontinue using the Service, cancel the account, and pay any cancellation fees that apply. To cancel the Service Subscriber must send a written request for termination by mail or fax to DIGIWEB and same must be signed by an authorised representative of Subscriber to arrive not less than 5 working days before the end of the current billing term. Should Subscriber terminate this agreement during the initial term for any reason other than a failure by Digiweb to provide Internet Access service for a period in excess of 5 days, a cancellation fee equal to €121 including VAT will become immediately due (or the remaining value of the initial term contract for DSL Lite), and Subscriber acknowledges and agrees to pay such fee.

(b) Upon cancellation or otherwise upon termination of this Agreement, related email and hosting services will be terminated and all Subscriber files stored on DIGIWEB servers may be deleted. DIGIWEB may terminate this Agreement, your password, your account, or your use of the Services for any reason, including, without limitation, if DIGIWEB, in its sole discretion, believes you have violated the Agreements or if Subscriber fails to pay any charges when due.

(c) Sections 11, 20, 21, and 22 of this Agreement shall survive termination of this Agreement.

(d) DIGIWEB may terminate this agreement immediately if Subscriber is subject to bankruptcy, insolvency examinership, receivership, liquidation or any similar proceedings, or in DIGIWEB's exclusive opinion is unable to pay fees due to DIGIWEB.

7. FEES AND PAYMENT.

(a) Subscriber shall pay a monthly service fee and all other applicable fees, charges, taxes, and other amounts for the Service at the rates in effect for the current billing period. DIGIWEB may increase or decrease the monthly service fee. DIGIWEB will use all reasonable efforts to

provide Subscriber thirty (30) days or more notice of same. If such changes to the basic monthly service fee are to Subscribers detriment

(e.g. a price increase), Subscriber may terminate this agreement by giving thirty (30) days written notice, and Subscriber will remain liable only for any balance on the account.

(b) Subscriber must provide valid payment details to Digiweb. These details will be retained on file for payment of Subscriber charges. Should the payment details become invalid the Subscriber must provide new payment details. Payment is due in full by Direct Debit or Credit Card on the date stated on the invoice unless an alternative payment method has been formally agreed with Digiweb. Any account where a valid Direct Debit or Credit Card is not held on file will be subject to a €1.50 administration fee per invoice. 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 30 days old. If any payment is more than 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. The Subscriber is not relieved of the obligation to pay the monthly service fee while an account is suspended. DIGIWEB may at its sole discretion terminate the Service and this Agreement for any accounts which are 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. Subscriber agrees to pay the reasonable costs of any collection agency, solicitor or court used by DIGIWEB to collect past due amounts or to enforce this Agreement. Returned cheques, failed Direct Debit or Credit Card charges will be subject to a €5 administration fee.

(c) Monthly charges commence 2 days following the DSL Line activation date.

(d) Package cannot be downgraded within contract, outside contract €30 downgrade fee applies.

(e) Provision of certain services may require an additional charge. Any such charge for provision of services will be notified to you in advance.

8. SUBSCRIBER ACCOUNT.

(a) Subscriber will receive a username, password, account reference, and various other account details. Subscriber is solely responsible for use of the Service and for ensuring their information is kept confidential. Subscriber must notify DIGIWEB immediately upon discovering any unauthorized use of their account.

(b) Subscriber 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. FAIR ACCESS POLICY.

To ensure equal Internet access for all subscribers, DIGIWEB operates a fair access policy. Fair access establishes an equitable balance in Internet access across high speed Internet services for all subscribers. To ensure this equity, certain types of traffic such as email and browsing may be prioritized over other traffic. DIGIWEB provides the Service on a "best effort" basis and does not guarantee upload or download speeds. Further, all services are subject to a Traffic Quota which is the sum of the upload and download traffic generated during a 30-day period. The Quota level for each service varies and is displayed with the Service details at **www.digiweb.ie.** and may be modified from time to time. Accounts which exceed their quota may be restricted or suspended without notice, however DIGIWEB will endeavor to advise of such actions, and may provide web-based information to the Subscriber to review their usage level.

10. CUSTOMER COMPLAINT POLICY.

Should you be dissatisfied for any reason with the service provided by DIGIWEB a formal complaint process is provided to ensure that your issue is addressed as quickly as possible and at the highest level necessary, as follows:

(a) GENERAL: If you have a general complaint regarding DIGIWEB, email full details and your account reference us at **customercare@digiweb. ie** – issues registered in this way automatically enter Digiweb's complaint tracking systems thus ensuring the most appropriate and quickest handling of same.

(b) BILLING: If you have a billing enquiry or complaint, please contact the Accounts Department via the number shown on your invoice or statement by email to **customercare@digiweb.ie**.

(c) WRITTEN: If you prefer to put your complaint in writing, we will respond to your letter by telephone and will confirm any details in writing if you wish. Your letter should be addressed to: Customer Care Dept., DIGIWEB, IDA Industrial Park, Dundalk, Ireland.

(d) IDENTITY: If telephoning DIGIWEB, each staff contact receiving your call will provide his or her name on request. Record same for future reference or to revert later to the same person working on your query or complaint.

(e) RESOLUTION: The staff member receiving your call will either resolve your complaint or transfer your complaint to a more appropriate person to endeavor to resolve your complaint to your satisfaction. Where possible, our staff will resolve your concern at the first point of contact.

(f) ESCALATION: If you are not satisfied with the resolution, or if you feel that you have not received a fair hearing, your complaint can be escalated to a supervisor or manager on your request. He or she will review your complaint and resolutions offered and discuss the complaint with you. If your complaint remains unresolved, it can be escalated to the General Operations Manager and subsequently the Managing Director of the company.

11. SOFTWARE LICENSE.

DIGIWEB grants to Subscriber a non-exclusive, non-assignable and non-transferable license to use and display the software provided by or on behalf of DIGIWEB only for purposes of accessing the Service. Unauthorized copying of the Software is expressly forbidden. Subscriber may not sublicense, assign or transfer the license or the Software.

12. INSTALLATION.

(a) The installation, use, inspection, maintenance, repair, and removal of the equipment may result in service outage or potential damage to your computer. Subscriber is solely responsible for backing up all existing computer files and data. DIGIWEB 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.