



Terms & Conditions of Sale – Rural WiFi

1. Who's Who and What's What

1. 1 When we say:

'we', 'us' or 'our', we mean Rural WiFi 'you' or 'your' we mean you, our customer.

1. 2 We also have set out below some useful definitions of words we use in these Terms and Conditions of Sale.

2. About these terms of Sale

2.1 These terms of purchase set out the conditions relating to the sale and/or supply of Products by us to you and form the agreement between you and us for Products purchased or supplied by us.

2.2 These terms do not relate to: a. the provision of Rural WiFi Services to you, these are set out in the Terms for Rural WiFi Services. Please note that you will also need to agree to the Terms for Rural WiFi if you want us to supply you with Rural WiFi Services b. any products or services you buy while using Rural WiFi Services.

3. Making an Order and Our contract

3.1 We will only accept orders from within the Republic of Ireland. No orders will be accepted if received from outside the Republic of Ireland. Rural WiFi orders shall only be accepted from persons over the age of 18.

3.2 Any contract for the purchase or supply of Products made as a result of your order via the Website will be with us. However, we may appoint an agent to collect, on our behalf, the monies for purchase of Products (where applicable) made by you from us on this Website. They will pass your payments on to us.

3.3 All information displayed on the Website, including prices illustrated for services and/or Products, do not constitute an offer to enter into a contract.

3.4 When you send an order to us through our Website for services and/or Products, your order represents an offer to us to purchase those services and/or Products selected. We shall not be obliged to accept your order. If we do, your order may be accepted by us when:

3.4.1 your credit or debit card is debited, or other payment method is cleared (it does not include any card authorisation which we may carry out before payment is taken); and

3.4.2 an email is correctly sent by us to you confirming the order and stating that we have accepted the order to the e-mail address you supplied to us with the order (please note that it is your responsibility to verify that your e-mail mailbox is in proper working order and is able to receive incoming communications - if you have any issues with your E-mail mailbox, you should contact your internet service provider); until this time, we may decide to decline your order for any reason and we will not be required to fulfil your order. Any Products and/or services on your order which we have not confirmed as part of your order via e-mail to you, do not form part of our contract with you.

4. Prices, Payment and Availability

4.1 All prices and charges on the Website are shown in Euros, include VAT and are subject to change. They do not include any delivery charges which may be payable in addition, these will be shown separately (where applicable).

4.2 Charges relating to the Rural WiFi Services are separate from any charges applicable to the purchase or supply of Products - the charges for Rural WiFi Services are indicated in your Price Plan.

4.3 All Products and/or services (including prices) displayed on this Website are subject to availability.

4.4 The price of any Products is the price in force at the time of your order.

4.5 Whilst we try to ensure that all details on this Website are correct and up to date, we cannot guarantee that they are. We try to update this Website as frequently as possible. You must ensure that, prior to placing an order, you have checked all relevant details about the Products and/or services you have selected as their relevant details may have been changed since you last visited this Website.

4.6 Payment will be taken from you when the confirmation is sent (as set out in paragraph 3.4 above) as part of our acceptance of an order. However, if the Product is temporarily out of stock, your payment will be debited when the Product is ready for delivery.

5. Delivery

5.1 Delivery will be made to the home address designated by you.

6. Rural WiFi Hardware Terms

6.1 You will be responsible for a Router as soon as it is delivered to you. If you damage or lose the Router before you have paid for it in full, you will still be required to pay us for the full price of the Router. 6.2 If we decide to offer you the option to pay us the purchase price for the Router in instalments over time: -we retain title to the Router until you have paid us all instalments owing on the Router; and

if you fail to pay your instalments by the due dates, you will be breaking your agreement and we may require you to return the Router to us or we may take legal or other collection action against you for nonpayment. This could mean you have to pay our costs and expenses, including legal costs, with interest added daily. Warranty 6.3 The manufacturer of your Router has provided you with a warranty against defects in materials and workmanship for a period of

twelve months from purchase. Further details of the manufacturer's warranty can be found in your Router Box. This warranty is in addition to your legal rights.

6.4 We only act as the manufacturer's agent for the purposes of processing any warranty claims. We are not the manufacturer of the Router and the manufacturer is the company referred to in the manufacturer's warranty documentation.

6.5 You must notify Rural WiFi's customer services if you wish to make a warranty claim.

14 day Cooling off period.

6.6 If you are eligible to avail of the 14-day cooling off refund ("the policy"), you may only terminate the agreement by returning your device and original boxed accessories, along with your proof of purchase, within 14 days of receipt of your device ("the 14-day period"). Rural WiFi does not refund the original shipping cost when hardware is returned within the cooling off period.

6.7 In circumstances where you are deemed eligible to avail of this policy, you must return the device together with all accessories and any accompanying items within the 14-day period. Incomplete or late returns will not qualify for refunds and you will be obliged to fulfil your Agreement with us if returns are late, incomplete or both. The device, accessories, any accompanying items must be returned in as new or as sold condition.

6.8 You will be liable for the cost of returning the device and original boxed accessories. Rural WiFi strongly advise you to return the device and original boxed accessories via registered post and to obtain a Receipt for Payment as you will be liable to reimburse Rural WiFi for the cost of the device if Rural WiFi do not receive the device from you for any reason within the 14-day period. You are advised to keep the Receipt For Payment until your refund has been processed.

6.9 You will be liable for the cost of data usage made during your cooling off period prior to successful termination of the contract under the 14-Day Cooling off period. Refund may take up to 30 days to ensure data usage costs are correct.

6.10 Contact info@ruralwifi.ie and Rural WiFi will advise you of how to obtain a refund. If you're eligible to return your device under the policy and have used any Rural WiFi Services during the 14 days, we'll, of course, have to charge you for them. Rural WiFi customers might receive up to two bills after closing your account, depending on what your billing date is.

6.11 If your device has been damaged since you received it, this guarantee won't cover you. To get your full refund under the policy, you must return your Router along with the original boxed accessories, documentation and proof of purchase. Your refund for your device will be in the same form as your original payment.

6.12 Rural WiFi's cooling off does not affect your statutory rights including your rights as a consumer under the European Communities (Protection of Consumers in Respect of Contracts made by means of Distance Communications) Regulations 2013. Unpaid Direct Debits & Service re-connections

6.13 All Direct Debits due and returned as unpaid by your bank are liable for €3.30 fee chargeable with the next payment due.

6.14 If the Direct Debit is in arrears for 2 months or more the Rural WiFi services will be automatically disconnected. A reconnection fee of €40.00 will apply plus the outstanding amount due on the account including unpaid bank fees.

7. Limits on our liability

7.1 All of our obligations to you relating to the purchase or supply of Products and/or services via the Website are set out in your agreement. If you wish to make any variations to this agreement or rely on any other term, you must obtain our agreement to the variation or term in writing.

7.2 Except as set out in paragraph

7.3 below:- a. all other terms, conditions and warranties relating to the products and/or services purchased or supplied by us are excluded; b. our entire liability to you for something we do or don't do will be limited to €3,000 for one claim or a series of related claims; and c. we are not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of the Products and/or services. We are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement. 7.3 Nothing in this agreement removes or limits our liability for fraud, or personal injury caused by our negligence or for any liability which can't be limited or excluded by applicable law. Your statutory rights are not affected.

8. Alteration of service or amendments to terms and conditions

We reserve the right to make changes to our website and these terms and conditions of sale/supply at any time and the most up to date terms and conditions of sale will always be displayed on the Website. You will be subject to the terms and conditions of sale/supply in force at the time that you use the Website or that you order Products from us and therefore you should check these prior to placing an order as they may have changed since you last visited the Website. If any of these conditions is deemed invalid, void or for any reason non enforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining conditions.

9. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

10. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

11. Governing law and jurisdiction

These conditions are governed by and construed in accordance with the laws of Republic of Ireland. You agree, as we do, to submit to the exclusive jurisdiction of the Irish courts.

12. Cancellation

If you decide to cancel your contract with us before the end of the minimum term you will incur a cancellation fee of €200.

The cancellation associated with the end of the term does not incur additional fees, but you need to inform us about the cancellation. 30-day notice period applies.

Rolling contract notice period: cut off point is 20th day of a month.

13. Warranty

The manufacturer of your Device has given you a warranty against defects in materials and workmanship for a period of at least 12 months from the time you bought it. If you need any more information, call Rural WiFi Customer Services on 01 211 86 53.

14. Contract length

Contract length: Rural WiFi offers 12, 18 months or 24 months contracts as well as 30 day rolling contract.

Useful Definitions

Rural WiFi Customer Services: our service team who are available to help you with your queries. They can be contacted by calling 01 211 86 53 or by email to support@ruralwifi.ie

Rural WiFi Services: the services offered by us (as further explained in the Terms for Rural WiFi Services).

Accessory/Accessories: any antennas, extenders, repeaters, wires, access points, ethernet cables, or any other item that may facilitate the use of your Router.

Boxed Accessories: all Accessories that you receive as part of the original packaging of your Router.

Cancellation Fee: a fee charged if we end the agreement to provide you with Rural WiFi Services under the Terms for Rural WiFi Services due to your conduct or if you end your agreement within its minimum term. This fee may cover (without limitation) our administrative costs, costs incurred by us in Connecting and Disconnecting the Rural WiFi Services and our payments to operators, network providers, stores or agents.

Connection: the procedure by which Rural WiFi gives you access to Rural WiFi Services.

'Connected', 'Connecting' and 're-Connection' have corresponding meanings.

Disconnection: the procedure by which Rural WiFi stops your access to Rural WiFi Services.

'Disconnected' and 'Disconnecting' have corresponding meanings.

Router: the device that is authorised by us for Connection to the Rural WiFi network and is used to access Rural WiFi Services, excluding all accessories.

Router Box: the package delivered to you containing the Router, SIM, Terms for Rural WiFi Services, and anything else required to be delivered to you.

Pay Monthly: means the provision by us of access to a use of Rural WiFi Services which are paid for upon receipt of periodic bills sent by us.

Price Guide: the document that sets out the Price Plans, our current Charges and related details for the provision of Rural WiFi Services, including any Minimum Term and payment commitments.

Price Plan: our current price plans set out in the Price Guide for the provision of Rural WiFi Services, as well as any other price plans we may introduce in the future. There may be more than one price plan offered to you and you will be required to select one before you are Connected to Rural WiFi Services. The price plans may be amended or withdrawn from time to time and can be requested from Rural WiFi Customer Services.

Products: means the items being sold or supplied to you by us but, for the avoidance of doubt, does not include the provision of Rural WiFi Services.

Terms for Rural WiFi Services: means the terms that governs the supply of our Rural WiFi Services.

Website: means Rural WiFi website: www.ruralwifi.ie