

DIGIWEB LIMITED**GENERAL TERMS & CONDITIONS****1. Contracting Parties**

This Agreement is made between; (i) Digiweb Limited (Company number 263513, registered office IDA Industrial Park, Dundalk, County Louth) (“Digiweb”) and (ii) the party contracting to accept and pay for services from Digiweb (“You”).

2. General Terms & Conditions

Set out within this document are the general terms and conditions (the “General Terms”) which apply to all Digiweb fixed telephone (including VOIP) and broadband services (excluding satellite) (the “Services”).

3. Other Specific Terms & Conditions

In addition to the General Terms, other more specific terms may apply and relate to the specific Service ordered by You (the “Specific Terms”).

4. Binding agreement

The General Terms together with the Order Process and any Service specific terms and conditions, tariff plans or promotions constitute a legally binding agreement (the “Agreement”) between Digiweb and You. If any of the Services ordered by You are used by You or anybody else (with or without Your permission), that shall also be deemed to constitute an acceptance of this Agreement.

5. Commencement and Term

From the Commencement Date, You shall be bound by and deemed to have accepted the Agreement.

Subject to termination in accordance with these General Terms, the Agreement shall continue for the Minimum Term of the applicable Services and thereafter shall continue on a month by month basis until terminated in accordance with these General Terms.

6. Changes to the Services or the Agreement

Digiweb may vary or change the Agreement or any part of the Services for any commercial, technical or operational reason and any material changes shall be notified to You in advance.

These General Terms can only be changed by Digiweb giving You thirty (30) days’ notice. In the

event of any such alteration, You shall have the option to terminate the Service without penalty during that 30 day notice period, subject to payment by You of all Charges due to date. Your continued use of the Service after this 30 day notice period has expired signifies Your acceptance of any amendment.

7. Wholesale Providers Requirements

The Service may rely on a Wholesale Provider of either fixed telephone line or fibre access to allow provision of the Services. You must have a service delivery address located within a geographic area covered by the network reach of the Wholesale Provider’s network, and be capable of a standard installation type as determined by the Wholesale Provider.

8. Moving Home

Digiweb shall be under no obligation, to provide You with the Services at Your new address if You move home, but may attempt to do so if it is within our serviceable area. If You move home and Digiweb does not provide You with Services at Your new address You remain liable to pay the applicable Charges in relation to the Minimum Period for the Services provided to Your old address.

If Digiweb does agree to provide the Services to Your new address, You shall be entered into a new Minimum Term contract for all Services associated with Your account from the date of activation in the new address.

9. Transferring the account

If You would like to transfer ownership of this Agreement You must complete and Digiweb must accept a valid transfer of ownership application. It is also possible to change and amend the account holder details for Your Digiweb customer account. You can find out more information on www.Digiweb.ie.

10. Timing of Installation

Timelines for Service installation will vary depending on the circumstances affecting the delivery mechanism for You. Digiweb will, on receipt of an order, endeavour to provide You with an estimated timeline within which it will deliver the Services. Digiweb will use its reasonable efforts to install the Services in accordance with the timeline it agrees with You, but such dates are

estimates only and Digiweb cannot guarantee that it will meet such dates. Digiweb will work with the Wholesale Provider to provide the initial connection to You as soon as possible and in any event within forty five (45) days of the date on Your Order Process or as otherwise agreed with You. If using commercially reasonable efforts, we do not provide You with the initial connection within such 45 day period, Digiweb shall not be liable, but the Agreement may be terminated with immediate effect without penalty between Digiweb and You.

11. Engineer Visits for Installation

If an Engineer is required to visit Your home or place of business (the "Property") to install the Equipment ("Engineer Visit"), You will be notified with an initial appointment date and time (within normal working hours) for the Engineer Visit. If You wish to reschedule this initial appointment, You can do so without charge until 4pm on previous working day, prior to the appointment.

The Engineer must be allowed access to the Property in order to allow for the installation of Equipment and so that they may carry out any works necessary for the provision of such Services.

12. Preparing the property for the engineer

You accept full responsibility to ensure that there is a clear and safe environment for the Engineer to carry out the installation of the Service, including moving any obstructing furniture prior to the arrival of the Engineer. The Engineer is forbidden from engaging in such activity and Digiweb reserve the right to charge for any additional time spent on site by the Engineer as a result of having to wait, or as a result of having to reschedule the appointment due to the Property not being ready for the installation.

You may require Equipment in order to receive the Services. Where this Equipment has been posted to You, it is Your responsibility to have the Equipment at the Property prior to the Engineer Visit.

13. Engineer Works

The installation of the Service may require works to be carried out on the Property, which may include a change of phone socket in the wall or drilling a hole through the wall of Your property and affixing a coupler box to an external and internal wall and/or any other works which may be required to complete the installation as deemed necessary by the Engineer. The Engineer will utilise any suitable

available pre-existing overhead and underground infrastructure where possible, although in certain circumstances, underground digs may be required. Where no underground ducts are available, an overhead install solution may be used between homes and/or businesses and/or from a power line, or telephone, pole onto the façade of the Property. You must be present at the Property at the arranged time for install, in order to facilitate access, as required and to acknowledge that the works have been carried out to a suitable standard.

Digiweb has no responsibility for carrying out any remedial works to the Property after cessation of the Service and/or removal of Equipment.

14. Third Party Consent to Engineer Visits and Works

It is Your responsibility to obtain any third party consents as may be required by the Wholesale Provider. Failure to obtain these consents shall result in this Agreement being terminated with immediate effect without penalty between Digiweb and You. Where rental premises are concerned, it is the responsibility of the tenant to inform and seek permission from the landlord regarding the installation of Equipment, including any required alterations to the premises.

15. No liability for engineer works or power interruption.

The Service installation will be completed by the Engineer. Digiweb does not accept any liability whatsoever for any loss or damage that may occur to the Property during the Service Installation.

Your power supply may be interrupted during the installation process and during the provisioning of a Service You may experience a temporary loss of existing services. Digiweb shall not be held liable to You for any losses or damages howsoever arising during such period.

16. Cancellation and penalty charges re Engineer Visit.

You will be liable to pay a penalty charge to Digiweb in each of the following cases;

- a. If You have not provided the necessary cancellation notice period in respect of the scheduled Engineer Visit appointment (i.e. Up to 4pm of the previous working day) or do not answer Your phone within the scheduled appointment window;
- b. If the Engineer cannot gain access to the

Property due to a 3rd party access issue, for example within an apartment block;

- c. If You refuse to allow the Engineer onto Your Property on the agreed appointment date;
- d. In the event an extension kit is required and the Property has not been cleared for the Engineer to work. This can include the removal of furniture or carpet etc.
- e. Where the environment is considered dangerous or unsafe to the Engineer, the works may not proceed but the cancellation/penalty charge may be levied regardless.

17. Provision of the services and Service levels

Digiweb will, once installed, use reasonable skill and care in supplying the Services, but there is no guarantee of fault free performance. Digiweb does not warrant that the Services will be suitable for specific customer applications, that the operation of the Services will be uninterrupted or error-free or that the Services will support or be compatible with any applications or other services which the Customer uses in conjunction with the Services.

Due to the nature of the Service, it is often not possible for Digiweb to fix a particular fault in a guaranteed timeframe. However, Digiweb will use all reasonable endeavours to repair faults in a timely fashion, but is not liable for compensation or refunds to You if targeted service quality levels are not met.

18. Unauthorised third party access or interference

Digiweb shall on a network level make reasonable efforts to prevent unauthorised logical access to the Services by third parties but shall have no liability You for any loss or damage caused by unauthorised third party logical access to Services or the Equipment. Security of devices and Equipment is your responsibility.

19. Fair Usage

To ensure equal internet access for all subscribers, Digiweb operates a fair usage policy. Fair usage establishes an equitable balance in internet access across high speed internet services for all subscribers. A fair usage policy also exists in relation to voice packages. 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.

A copy of the fair usage policy is available on the website www.digiweb.ie. Article 4.1 (d) of Regulation (EU) 2015/2120 requires Digiweb to provide a clear and comprehensible explanation of the minimum, normally available, maximum and advertised download and upload speed of the internet access services in the case of fixed networks, or of the estimated maximum and advertised download and upload speed of the internet access services in the case of mobile networks, and how significant deviations from the respective advertised download and upload speeds could impact the exercise of the end-users’ rights. Digiweb complies with that obligation by the publication of its Broadband Speeds Information document on its website; <https://digiweb.ie/broadband-checker/>.

In addition, the actual maximum speed available for your specific Service, together with the minimum speed, and the average normally available speed, are all as set out in the welcome email you received when signing up to the Digiweb Service. Those speeds form part of these General Terms and are the contracted speeds for your Service.

If you experience any continuous issue or regularly recurring difference with the minimum speed communicated for your access line then please contact our Technical Support Team and we will attempt to diagnose and resolve your issue. Should Digiweb Support Team be unable to rectify the non-conformity of performance and should this non-conformity become continuous or a regular recurrence, Digiweb shall offer the Customer the option of early termination of their contract without penalty. Any complaints with regard to minimum speed of Service should be submitted, and will be processed, in accordance with the Digiweb Code of Practice, available on the Digiweb website.

In addition to the termination rights set out above, the Customer may (subject to obtaining your own legal advice) have other rights, under common law or domestic or European legislation, to take legal proceedings for breach of contract and to seek damages or rescission of the contract, or may have other potential remedies under consumer protection legislation, such as the Sale of Goods and Supply of Services Act, 1980 (as amended). Any such remedies may be subject to limitations on Digiweb’s liability, as set out in these General Terms or otherwise applicable pursuant to law.

20. Suspension of the Service

Digiweb is entitled to temporarily suspend the Services during periods of repair, essential maintenance or alteration or improvement to the Services or otherwise in accordance with the law.

Digiweb may immediately, without notice, temporarily suspend, restrict, and/or disconnect Your use of the Services (collectively “**Suspension**”) wholly or partially for any valid reason, including without limitation, where:

- a. You fail to pay any Charges set out in this Agreement
- b. You fail to observe any other term or obligation set out herein or any relevant law; or
- c. You engage in any activity (or permit any activity) which Digiweb (as in its discretion shall determine) considers to be contrary to existing legislation or regulations applicable to provision of the Services or is or is likely to have an adverse impact on the quality of the Services.

You are not relieved of Your obligation to pay Charges during any period of Suspension.

21. Notice of suspension

Digiweb shall use reasonable endeavours to contact You, but shall not be obliged to contact You, prior to any such suspension of the Services.

22. Continuing suspension

Digiweb shall be entitled to maintain suspension of the Services until any breach outlined in Clause 20 is remedied to Digiweb’s satisfaction

23. Reconnection fee after Suspension

Digiweb shall be entitled to charge a reconnection fee on reconnection of a customer following any temporary period of suspension pursuant to clause 20.

24. Your obligations

You warrant that all information and details provided by You to Digiweb in the Order Process are true and accurate and You shall promptly advise Digiweb immediately in writing or by contacting

Digiweb’s customer care team via 1902 (where applicable) with any changes to that information (including without limitation, Your name, address, email address and/or telephone number).

You undertake and agree to use the Equipment as supplied by Digiweb only in order to access the Services and You shall not use the Equipment otherwise than permitted under this Agreement.

The Services are provided solely for Your own use.

You undertake not to use or permit others to use the Services or the Equipment:

- a. to sell on or supply the Services to anyone on a commercial basis;
- b. for any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the Services;
- c. in any way that may cause degradation of service levels to other customers as determined by Digiweb or in any way jeopardises, impairs, interrupts or interferes with the integrity or security of the Services;
- d. to send unsolicited commercial communications or promotional material;
- e. for the communication, transmission, publication, 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;
- f. for the processing of automated or manual “personal data” in contravention of Data Protection Legislation; or
- g. 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 You or any instructions given by Digiweb from time to time.

You shall ensure that all persons having access to the Services or the Equipment comply with this Agreement.

You agree that You are responsible for keeping all usernames, PINs and passwords of all Your Services secure and private at all times and understand that You should not in any circumstance give Your PIN numbers, passwords to any third party (unless You are happy for them to use Your account and to incur additional Charges on Your account). Please contact

us immediately using the details on our website if You suspect or become aware of any:

- a. violation of the security on Your Digiweb account;
- b. breach of the security software on Your Services;
- c. unauthorised use of Your Services; or
- d. other breach or suspicious performance on Your Services.

25. Indemnity by You to Digiweb

You hereby indemnify and hold Digiweb harmless against all liabilities, claims, damages, losses, expenses and proceedings made against it by any third party connected with the use by You or any other person of the services and/or the equipment provided under this agreement and/or any breach of this agreement by You.

26. Supply and Maintenance of Equipment

Digiweb will supply suitable Equipment to You in order to facilitate provision of and use of the Services. This Equipment remains the property of Digiweb and may only be used in connection with the Services and You must comply with all manufacturers' instructions and any other reasonable instructions provided by Digiweb in relation to the use of this Equipment. Digiweb may add to or substitute the Equipment as necessary to provide the Services or for other valid reasons. You shall ensure that all Equipment is maintained and kept in good working order.

If the customer requires replacement Equipment from Digiweb outside the period of their Equipment warranty, a charge may apply

27. Ownership of Equipment

Digiweb will retain ownership of all Equipment, including but not limited to any cables and/or fittings provided to You under this Agreement and may remove them during or upon the termination of this Agreement. For the avoidance of doubt, title to any Equipment will not transfer to You and it shall remain vested in Digiweb unless agreed otherwise between You and Digiweb. In such circumstances title to such Equipment will pass to You upon full payment of any relevant equipment fees only.

28. No guarantees re equipment

Digiweb does not guarantee that hardware, other

than that supplied by Digiweb, will work with the Services. Digiweb does not encourage You to connect any equipment to the Services which has not been supplied or expressly approved by Digiweb. Digiweb shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by You, for use in connection with the Services. Any such equipment must be compatible with the Services, must not cause damage or loss to the Services and the Digiweb network and must be used in accordance with relevant instructions, safety and security procedures.

Digiweb does not support or make any assurances as to the quality of the Services supplied through the use of third party equipment and shall not be responsible for any loss or damage howsoever arising from third party equipment or the Services as a result.

29. Changes to equipment settings

Digiweb may change its service delivery method or platforms from time to time which may require You to change the Equipment and/or the Equipment settings to continue to avail of the Services. You agree that such changes do not constitute changes to the Agreement. Digiweb is not liable for any costs incurred as a result of any changes required to be made by You.

30. Return of equipment

On termination of this Agreement, cancellation of any Service or on receipt of any replacement Equipment, where the requirement for a particular piece of Equipment which was necessary for the provision of such Service is no longer necessary, You shall within fourteen (14) days of the date of such termination, cancellation or receipt of replacement Equipment, return the required Equipment to Digiweb.

31. Equipment non-return fee

Digiweb will provide You a postage pre-paid return envelope for return of the required Equipment. If You fail to return the required Equipment, You may be charged an Equipment non-return fee. The Equipment non-return fee for the purposes of this clause shall be up to €105.

32. Limitation of Liability

Nothing in this Agreement shall limit or exclude Digiweb's liability to You for personal injury or death.



Digiweb shall use reasonable endeavours to ensure that the Service is available for use by You in accordance with the Agreement but shall not be liable for any delay, failure, interruption, or deterioration therein, howsoever arising.

You acknowledge that Digiweb shall to the greatest extent permitted by law, have no liability whatsoever for any delay, failure, interruption, non-availability or deterioration in any Equipment or Services provided under this Agreement.

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 You agree that is fair and reasonable.

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

- a. the failure of the Services or Equipment due to the incompatibility of the Services with any equipment not supplied by Digiweb;
- b. the acts and omissions of other telecommunication operators (including the Wholesale Provider); or
- c. breach in the security or privacy of messages transmitted using the service provided by us unless the breach results from the wilful default of Digiweb or its employees.

33. Exclusion of Consequential Loss

Under no circumstances shall Digiweb be liable to You or any third party, whether under contract, tort, statute or otherwise, for any indirect, economic, special or consequential loss, or loss of profits howsoever arising as a result of Your use of the Services and/or the Equipment or otherwise in connection with this Agreement, whether foreseen or unforeseen, including but not limited to loss of time, loss of savings, loss of data, loss of business, loss of revenue, loss of opportunity, loss of goodwill or loss of profits.

34. Absolute Cap on Liability

Without prejudice to the exclusions of liability set

out in this Agreement, Digiweb's entire aggregate liability to You 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 You to Digiweb in the twelve (12) months prior to the date of the last event giving rise to such claim(s) and (ii) €1,500, provided that this shall not operate to exclude any minimum liability imposed by statute.

35. Collection of Your Personal Information

Pursuant to the provisions of the Data Protection Legislation, Digiweb is a data controller of the personal data for the purposes of this Agreement

Digiweb shall collect and process personal data for legitimate business purposes that are connected with the delivery of the Services to You. These may include processing Your application, conducting credit and anti-money laundering checks, supplying You with Digiweb's products or Services, administering Your account, calculating usage and charges, invoicing, customer services and the efficient management of call and traffic data. Digiweb may also process Your personal data for the following purposes:

- a. to monitor or record calls or emails to or from Digiweb's Customer Care support service for training and quality purposes, customer record purposes and in order to track reported problems;
- b. to prevent, detect and investigate fraud or any other criminal activity;
- c. to investigate improper use of the Services or the network; or
- d. to assess and profile Your network and billing history for pricing, statistical and customer service purposes.

To the extent necessary, You consent to Digiweb accessing existing customer account details on Digiweb's systems (name, address, credit information, etc.) for the purposes of processing Your Digiweb application, administering Your account and provision of the Service to You. By entering into this Agreement, You explicitly consent to the use of customer information for these purposes which include account management, market research, customer profiling, product and service development, product and service marketing and customer care, efficient operation of the Services and other legitimate business

purposes.

36. Retention of Your Personal Information

Personal information will be retained for a reasonable period in accordance with Digiweb's legislative obligations under the Data Protection Legislation in a secure environment.

37. Disclosure of Your Personal Information

Digiweb may find it necessary to disclose certain customer information to its Group Companies, other licensed telecommunications operators and Digiweb's agents and also to third parties (including other telecommunications operators) for the purpose of administration, account management, service installation, customer profiling, market research, fraud prevention, services and product development, insurance claims processing, debt collection, porting and other legitimate business purposes. Personal data is not otherwise disclosed to third parties, save where required for the purposes of compliance with any regulatory, government or legal requirement.

Digiweb may also disclose personal data (i) if required by Data Protection Legislation court order, the Data Protection Commissioner, (ii) if required by any other statutory body or agency, or (iii), to the arbitrator/mediator as part of any dispute resolution process, between itself and You.

38. Using Your Personal Information for marketing

Digiweb may use Your contact details from time to time to contact You about Digiweb and its promotions, products or services which may be available to You or to send You details of such promotions, products or services. You hereby explicitly consent to such contact while You are availing of the Services and for a period of twelve (12) months after You cease to avail of the Services. The Customer may indicate in the Order Process or contact Digiweb's customer care support service via 1902 at any time that it does not wish to receive such communications.

39. Copies of Your Personal Information

You have the right to obtain a copy of any Personal Data (as defined by Data Protection Legislation) that Digiweb holds about You. If You wish to avail of this right, please submit a written request to: Data Protection Team, Customer Care, Digiweb Limited, IDA Industrial Park, Dundalk, County Louth.

40. Tariffs

Digiweb keeps an up to date set of details of prices and tariffs available on the Digiweb website from where up-to-date information on all applicable tariffs and maintenance charges may be obtained, including payment methods offered and any differences in costs due to payment method. Digiweb reserves the right to alter such tariffs from time to time and shall notify customers of such changes in accordance with Clause 6 of these General Terms.

41. Billing

Digiweb shall provide an online bill to You as default for the Service every month. You agree to provide a valid email address for the purpose of online billing.

If You request a paper copy of the bill or are provided with a paper copy because a valid email address was not given for online billing a paper bill will be provided free of charge. If You request a hard copy of a previous bill, a fee may be charged.

42. Payment

All Charges and other payments due to Digiweb shall be paid in full by You by the due date for payment set out in Digiweb invoice. Where payment of the Charges is not made by the due date, Digiweb may apply a once-off late payment fee as set out on the Digiweb Website. Digiweb reserves the right to, and You agree that it is entitled to, contact You directly through the Services, by email, by post, SMS or by telephone in relation to overdue payments.

In order to avail of the Service, You agree that all Charges and payments payable by You under this Agreement shall be paid by direct debit or credit card (unless otherwise specifically agreed with Digiweb). You hereby authorise Digiweb to debit the Charges and other payments due to Digiweb under this Agreement from Your bank/credit card account. Digiweb reserves the right to apply a charge as set out as set out on the Digiweb Website for each occasion a payment fails provided the failure is not caused by Digiweb.

You agree 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

43. Disputed Charges and Complaints

You agree that You are liable for any Charges incurred on Your account irrespective of whether

those Charges were incurred by You or anybody else with or without Your consent.

Should You disagree with any charges shown on Your bill, You should contact Digiweb's customer care support service via 1902 or, alternatively, 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 any such call to our Customer Care support service or the complaints procedure (as applicable), it is established that the Charges on any invoice are incorrect, Digiweb shall credit any overpayment to Your account.

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 respect thereof is final.

Where customer billing is dependent on information received by Digiweb from other networks or operators then You accept that such information is an accurate record of Your use of the Services.

44. Back Billing

Where Charges are not applied to Your invoice for the billing period relating to when they were incurred, notwithstanding any other clause herein, You remain liable for any accrued Charges and may, at any time, be billed for Charges incurred in a prior billing period.

45. Minimum Term

The minimum term of this Agreement (the "Minimum Term") is outlined on the Order Process, and following the expiry of the Minimum Term, the Agreement converts to a rolling one month contract thereafter.

46. Upgrades or Downgrade during Minimum Term

In the event that You upgrade/downgrade from one Service as specified on Your Order Process to another Service or charging option, the Charges for the higher/lower option (as applicable) will apply with immediate effect. You will be given a new Minimum Term which will take effect from the date the upgrade/downgrade is applied and in the case

of a downgrade a downgrade fee may apply where relevant. You will be advised of any applicable downgrade fee by Digiweb on Your request to downgrade Your Service to another Service or charging option.

47. Termination during Minimum Term

Neither party may terminate the Agreement during any applicable Minimum Term. Should You terminate this Agreement during the Minimum Term, You shall provide Digiweb with thirty (30) days written notice or call 1800285828 to speak with our cancellation team and, in such circumstances, You shall be required to pay Charges provided for herein until the end of the Minimum Term.

48. COOLING OFF PERIOD

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, WHERE THE ORDER PROCESS IS CONDUCTED OVER THE TELEPHONE OR BASED ON AN ONLINE APPLICATION, YOU HAVE THE RIGHT TO CANCEL YOUR CONTRACT WITHIN 14 DAYS WITHOUT GIVING ANY REASON.

The cancellation period will expire after 14 days from the day of the conclusion of the contract, being the date You receive the confirmation email from Digiweb.

To exercise the right to cancel, You must inform us at Digiweb Limited, IDA Industrial Park, Dundalk, County Louth of Your decision to cancel this contract by an unequivocal written statement. You may use the cancellation form below but it is not obligatory.

To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the cancellation period has expired.

If You cancel this contract during the cooling off period, we will reimburse to You all payments received from You, including the costs of delivery (with the exception of the supplementary costs resulting from Your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about Your decision to cancel this contract. We will carry out such reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You

will not incur any fees as a result of such reimbursement.

You shall send back the Equipment to us, without undue delay and in any event not later than 14 days from the day on which You communicate Your cancellation of the contract to us. The deadline is met if You send back the goods before the period of

14 days has expired. We may withhold reimbursement until we have received the Equipment back or You have supplied evidence of having sent back the Equipment, whichever is the earliest.

You will bear the direct cost of returning the goods.

If You requested to begin the performance of Services during the cancellation period, You shall pay us an amount which is in proportion to what has been provided until You have communicated to us Your cancellation of this contract in comparison with the full coverage of the contract.

CANCELLATION FORM

To Cancellations Team, Digiweb Limited, IDA Industrial Park, Dundalk, County Louth:

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

Ordered on[*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s)

Date

49. Termination after Minimum Term

After the Minimum Term either party may terminate this Agreement or any of the specific Services. This may be done by You, the customer, providing Digiweb with thirty (30) days written notice or call 1800 285828 to speak with our cancellation team; or by Digiweb giving the customer thirty (30) days written notice.

50. Termination by You for failure by Digiweb

You shall be entitled, by notice to us in writing, to terminate this Agreement if Digiweb fails to provide any Service for a period of 30 consecutive days.

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Effective 30/04/2020*

51. Termination by us for material breach by You

Digiweb shall be entitled to terminate this Agreement and cease providing the Services forthwith without notice if:

- a. You are in material breach of this Agreement (including non-payment of the Charges as set out in this Agreement);
- b. You are in breach of any term of this Agreement and have failed to remedy such breach within thirty (30) days of being notified of such breach;
- c. any information supplied by You to Digiweb is false or misleading;
- d. Digiweb is obliged to comply with an order, instruction or request of Government, COMREG, an emergency service organisation or other competent authority;
- e. You are 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; or
- f. You die, become mentally ill or become the subject of bankruptcy or insolvency proceedings in any jurisdiction or have become unable to pay Your debts as they fall due.

You shall also be required to pay Charges provided for herein.

52. Termination for Force Majeure

Digiweb shall be entitled to terminate this Agreement immediately by giving You notice if any event of Force Majeure continues for a period of thirty (30) days or longer.

53. Accrued rights after Termination.

The termination or suspension of this Agreement or Your default hereunder shall not affect the accrued rights and obligations of the parties under the Agreement. Any General Terms which expressly, or by implication, are intended to survive termination of Your Agreement shall continue to bind the parties following such termination.

54. Termination Charges and Payments

Monthly Charges paid in advance by You shall not be refunded on termination of this Agreement during the Minimum Term for any reason.

Neither party may terminate the Agreement during



any applicable Minimum Term other than as provided herein.

On termination of the Agreement under clauses 47 or 51 You shall pay to Digiweb; (i) all Charges accrued by You, plus (ii) a fee which is equal to the Charges for the balance of the remaining unexpired Minimum Term as specified in the Order Process,

and (iii) where You have availed of a discount, free Equipment or other promotion relating to the Agreement Digiweb also reserves the right such that, to charge an amount equal to the value of any such promotion, free Equipment or discount, pro-rated to the unexpired portion of the Minimum Term.

55. Customer Care & Codes of Practice

The Digiweb customer care policies and the Digiweb Code of Practice on Customer Care are set out on the Digiweb Website. The Customer shall raise any complaints in relation to the Service using the complaints procedure set out in the Code of Practice.

The Customer shall contact Digiweb Customer Care in the event that it wants to alter any aspect of the Service, including, but without limiting the generality of the foregoing, the addition of a service, changes to a service and changes in the Property where the Services are provided.

56. Notices

Digiweb shall send all notices to the Customer:

- a. Via text message to Your mobile number as provided on registration and/or
- b. by e-mail to Your e-mail address as provided on registration; and/or
- c. in writing to Your billing address as provided on registration; and/
- d. in writing to the address on Your bill (if different to the one provided by You provided on registration); and/or
- e. by placing same on the Digiweb website and/or via national newspapers.

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

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.

57. Intellectual Property Rights

All rights, including copyright in Services and their content, belong to Digiweb or the Wholesale Provider(s). Nothing contained in this Agreement shall be construed as granting or conferring any rights to You by license, franchise, title, interest or otherwise in Digiweb or any property of Digiweb, including, without limitation, Digiweb trade names, trademarks, service marks or proprietary information.

The 'Digiweb' trademark and other related images, logos and names on the Services are proprietary marks of Digiweb. Digiweb hereby reserves all rights.

Where Digiweb generates any Intellectual Property Rights in performing Services, or creating or customising Products for You (including without limitation by the creation or customisation of software), all such Intellectual Property Rights shall, on their creation, vest in Digiweb exclusively.

The Services and Equipment must not be used in any way which breaches the Intellectual Property Rights of Digiweb and/or any third party.

58. Assignment

This Agreement is personal to You. You shall not, except with Digiweb's written consent or in accordance with Digiweb's standard transfer procedures, assign or otherwise transfer the Agreement in whole or in part.

You agree that Digiweb shall be entitled, at its absolute discretion, at any time and from time to time, without notice and without Your prior written consent, to assign, sub-contract, novate or otherwise transfer this Agreement or any of their rights and obligations under this Agreement to any third party including but not limited to any other company that controls, is controlled by, or is under common control to Digiweb.

59. Force Majeure

Neither party shall be held in breach of its obligations hereunder (except in relation to

continuing obligations to pay Charges) 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, 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, regulatory authorities or other circumstances beyond the control of the parties ("**Force Majeure**").

60. Entire Agreement

Except for fraudulent misrepresentation, the Agreement represents the entire agreement between You and Digiweb relating to its subject matter and supersedes any previous agreements between the parties relating to the same. The parties acknowledge that, in entering into the Agreement, neither party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly provided for by the Agreement.

61. Waiver

Failure by either party to the Agreement 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.

62. Severability and Survival of Clauses

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision(s) in question shall not be affected thereby.

Any provisions of this Agreement that are intended by their nature to continue or to come into effect after termination or suspension shall survive termination or suspension of this Agreement and shall continue in full force and effect.

63. Governing Law

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.

Any reference to any legislative act or provision

shall, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted or replaced.

Words incorporating the singular shall include the plural and visa versa;

DEFINITIONS

"**Agreement**" means these General Terms together with the Order Process and any Service specific General Terms and conditions, tariff plans or promotions constituting a legally binding agreement between Digiweb and You.

"**Charges**" means any payments accruing due under this Agreement, and the charges for the Services as published in Digiweb's periodically updated Rate Card, (including, but not limited to, connection charges, service options, monthly rental or tariff charges, call charges (which may vary depending on the type of call made), reconnection charges, termination charges, Equipment Non-Return Fees, and administrative charges);

"**Commencement Date**" means the date whereon Digiweb has accepted Your Order Process and activated Your Service.

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

"**Customer Information**" means all content, including any data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) transmitted, published, disseminated, distributed or otherwise made available by or on behalf of You, via e-mail, website or otherwise, using the Services;

"**Digiweb Group**" means Digiweb Limited and any company in which Digiweb Limited holds, directly or indirectly, 50% or more of its issued share capital or has the right to exercise, directly or indirectly 50% or more of the voting rights.

"**Data Protection Legislation**" means the Data Protection Acts 1988 to 2018 and any amendment, replacement or supplement thereto, from time to time;

"**Engineer**" means any employee or third party authorised to carry out services and/or business activities on Digiweb's behalf;

"**Equipment**" means any equipment as required for



the supply and use of the Services and provided to You by Digiweb for such purposes;

“Equipment Non-Return Fee” means the fee or charge payable by You in relation to any Equipment, which is not returned upon request from Digiweb in accordance with these General Terms, as set out in the “Other Charges” section of the Digiweb website;

“Intellectual Property Rights” means all intellectual property rights, including without limitation all trademarks, logos, get-up of brand(s), designs, symbols, emblems, insignia, fascia, slogans, copyrights, know how, information, drawings, plans and models, and other identifying materials, any and all rights pertaining to discoveries, concepts, ideas and improvements to existing technology whether or not written down or otherwise converted into tangible form, patents, rights in any domain names, database rights, goodwill, reputation, computer programs and analogous property, literary, dramatic, musical and artistic works and all other forms of industrial or intellectual property (in each case in any part of the world and whether or not registered or registerable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof) and all applications for registration thereof and all rights and interest, present and future, thereto and therein;

“Minimum Term” means the minimum period for the supply of the Services, such period to be as specified on the Order Process or as specified in the Service specific terms and conditions commencing on the Commencement Date unless otherwise agreed between the parties;

“Order Process” means Your application process for the Services, and the details thereof as communicated to You on completion of the process. This form or application via online or telephone approves and authorises the provision of the Services by Digiweb to You and contains such information as Digiweb may reasonably specify. For the avoidance of doubt, the form, content and medium of the Order Process (in writing, on-line or via other means) shall be as specified by Digiweb from time to time;

“Rate Card” means the Digiweb Home Phone, and Broadband and pricing guide as may be amended by Digiweb from time to time in accordance with these General Terms and which is available at www.digiweb.ie.

“Wholesale Provider” - means the wholesale provider of Your telephone line(s) and associated telephone number(s) from which Digiweb rents such line(s) and number(s) and/or the circuit reference number (“CRN”) in relation to the fibre telecommunications network through which Digiweb provides You with fixed broadband and ancillary services.

“You” means the individual who enters into this Agreement by completing and signing the Order Process or who, being an organisation, enters into this Agreement by virtue of the completion of the Order Process by an authorised signatory.