



Terms & Conditions for the Provision of Broadband Services

Customers must read and accept the Terms and Conditions set out below ("the Terms"), which govern the provision of fibre broadband services from Broadband for our Community (B4OC) to all customers.

1. Definitions

"We, Us and Our" means B4OC

"You, Your" means the individual or business whose details are entered on the signed order form

"Services" means the fibre broadband services through which you may gain high-speed access to the internet via a telecommunications network together with the Services and facilities provided by us in connection with such internet access service (as specified in more detail in your order form)

"our Staff" means our employees, contractors, consultants, volunteers, with whom we have a contractual relationship and will be supporting our Services

"Installation Date" means the date agreed for the installation of the Services

"Commencement Date" means the date on which the Services are first provided to you

"Premises" means the premises to which the Services are to be provided under the Agreement

"Security Details" means any and all usernames, passwords, keys, electronic signatures and any other devices or information in whatever form and on whatever media supplied to allow you to access the Services

"Website" means the B4OC internet site which can be found at www.betterbroadbandforpiltown.com

2. The Agreement

2.1. Your agreement ("the Agreement") is with B4OC and the following Terms apply to this Agreement and to your use of our Services. When signing up for use of the Services, you accept these Terms, along with the Terms of any of the following which may be applicable:

2.1.1. Your Customer Application Form/Contract for B4OC Fibre Optic Broadband Service;

2.1.2. The Privacy Policy set out below ("the Privacy Policy").

2.2. This Agreement is provided by us to you as a consumer for your private, personal and/or commercial use.

2.3. The Agreement will start on the Commencement Date and will continue for one month, or for the minimum term specified in the order/application form and will continue after this period on a monthly basis until terminated by you or us in accordance with paragraph 10 below.

2.4. Use by you or by another person (whether or not such a person is acting with your authority) shall be deemed to constitute an acceptance of this Agreement.

2.5. We may change this Agreement or the Services at any time and any important changes will be notified to you in advance by written notice (via email) in accordance with our statutory obligations. If required, we will let you know at least 30 days in advance of any changes becoming effective and, in the event of receiving such notification, you may terminate the Agreement during that notice period without incurring any further costs if you do not accept the new conditions. Your continued use of the service after the notice period signifies your acceptance of any amendments.

2.6. A copy of all Terms and policies can be found on our Website.

3. Registering for Our Services

3.1. Acceptance of your application and connection to the Services is conditional upon you having and maintaining a credit rating satisfactory to us and providing us with such financial security as may be reasonably required.

3.2. In order to register for the Services as an individual, you must be at least 18 years of age and reside in Piltown/Fiddown, Co Kilkenny and provide valid proof of identity/address.

3.3. You confirm that all information provided to us, including all the information on the registration form/signed contract/signed Wayleave Agreement, is absolutely true, complete and accurate. If any facts or information provided to us becomes inaccurate, then you will inform us immediately of any changes.

3.4. We reserve the right to refuse any application.

4. Installation & What You can expect from Us

4.1. We will provide the Services subject to the Terms. We will exercise reasonable care and skill in providing the Services to you. We will endeavour to make the Services available at all times and fault-free, but we cannot promise that it will always be so.

4.2. On placing an order for the Services, we will provide you with a timeline for the delivery of the Services and we will use our reasonable endeavours to begin providing the Services on any date agreed with you, but we cannot guarantee we will meet such date. However, we will work with our Staff and any third parties to provide the initial connection within the shortest timeframe possible.



Terms & Conditions for the Provision of Broadband Services

- 4.3. We will provide the Services to our main external equipment which shall be connected to a router provided by us in your Premises. In the case of business customers, we will provide the Services to a central location suitable for connection to your network and systems.
 - 4.4. A member of our Staff may need to visit to install the equipment in your home. If this is required, you will be contacted before your installation date to arrange an appointment and someone over the age of 18 must be at home for the installation.
 - 4.5. We will be responsible for the maintenance, upkeep and repair of the network infrastructure, i.e. the fibre optic cabling and associated hardware, up to and include the CPE (the box on the wall). We have no liability to support any additional cabling or connections within the house or any equipment connected to it.
 - 4.6. We may modify or suspend the Services temporarily, partially or wholly, with or without notice if deemed necessary or if we are requested by an authorised authority, or are required to do so by Law or for any other technical, maintenance, security or other valid reasons. We will try, but cannot guarantee, to keep you informed and to keep interruptions to a minimum and charges will continue to be payable during any such service disruptions unless otherwise decided by B4OC.
 - 4.7. We cannot guarantee that the Services will be uninterrupted or error free. If a fault occurs, you should report it by phone or email using the contact details set out on the support page on our Website and in the Explanatory Memorandum and we will try to rectify the fault. In most circumstances, this will be unnecessary as we constantly monitor the infrastructure.
 - 4.8. Due to the wide range of causes of faults, many of them may be outside of B4OC's control and it may not be possible for B4OC to fix a particular fault in a guaranteed timeframe. However, B4OC will use all reasonable endeavours to repair faults in a timely fashion.
 - 4.9. B4OC service support only covers faults on the B4OC network. In the event of a loss of connection due to a failure of external connectivity outside B4OC's control, B4OC's responsibility is limited to keeping users informed of the problem and the time scale for its resolution. B4OC cannot be held responsible for any consequential loss due to failure on the network.
 - 4.10. We continuously monitor network performance and during busy periods we may need to manage traffic to ensure everyone has access to our Services. We endeavour to ensure that the service received by our customers is not impacted through a small number of users placing high demand on network resources.
 - 4.11. If you move address within the B4OC coverage area and request it, we will try (but shall be under no obligation) to provide you with your subscribed Services at your new address. We may be unable to provide this service or there may be a charge for such relocation. If we are unable to provide the Services at your new location, with our prior written consent, you may assign the Agreement to the new occupier of the premises you are vacating. We will not unreasonably withhold our consent under this paragraph. If we can provide the Services at your new address, you shall be entered into a new twelve month minimum term contract for the Services associated with your account from the date of activation at your new address.
 - 4.12. You acknowledge that we will not be responsible for any sites, content, goods or services offered or made available on the internet provided by us or any other third parties, nor for any computer viruses, cookies or anything similar transmitted to you via the Services by such third party sites or otherwise through our provision of the Services.
 - 4.13. We will not be responsible for the content of newsgroups or chat areas. By entering these areas, you accept this and agree to waive any claims against us for any distress, injury, loss, liability, damage and expense arising from or in connection with your use of these areas and their contents. You agree to indemnify us against any claims arising from your use of the areas or any content of the areas which you post or create.
 - 4.14. We do not monitor the Services. However, we reserve the right to do so and to review the contents of any communications sent or received using the Services and to review the contents of any material accessed whilst using the Services. We reserve the right at all times to disclose any information or material we deem necessary in connection with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or material, in whole or in part, as required by law.
- ### 5. Customer Responsibilities
- 5.1. You agree that you and other people using the Services via your account will use the Services in accordance with the Terms and subject to the provisions of any legislation, regulations, bye-laws



Terms & Conditions for the Provision of Broadband Services

or codes of practice applicable to such use and, without limitation you agree that:

- 5.1.1. This Agreement is personal to you and it is your responsibility to make sure all Services on your account are used in accordance with this Agreement. Except and as permitted by paragraph 4.11 or unless expressly provided for under a formal contract arrangement with B4OC, you cannot pass your rights or responsibilities under this Agreement or transfer or assign this Agreement to any other person, even if you nominate any other person to make changes to your account. Instances where this occurs will result in immediate termination by us.
- 5.1.2. You are responsible for the acts and omissions of all persons using the Services and equipment under this Agreement and you shall ensure that all persons accessing the Services and equipment comply with this Agreement.
- 5.1.3. You accept that in order to install the Services, certain third party consents may be required and it may be your responsibility to obtain these consents when required. Where rental premises are concerned, it is the responsibility of the tenant to inform and seek permission from the landlord in relation to the installation of equipment and any required alterations to the premises. You agree that you will indemnify B4OC in respect of any claim of trespass by a landlord or any third party in circumstances where you have failed to obtain the appropriate consent as required under this clause.
- 5.1.4. Your B4OC account will contain customer information, usage details and other information relating to all services being provided under that account. You can choose to provide other individuals with access to view this information or make changes to your account by nominating an Authorised Contact to your account. Before this access is provided we will inform you of, and you must accept, the Terms (in particular the privacy implications) of that nomination. You can add or remove any access provided to another individual on your account at any time by contacting us.
- 5.1.5. You must ensure that you have computer equipment of an appropriate specification and configuration to receive the Services. Further information about minimum system requirements and supported devices can be advised upon request.
- 5.1.6. You must ensure that any machines or personal computers used by you to access the Services do not have an adverse effect on our systems, those of our suppliers or on network traffic generally and do not cause the operation of the network or the quality of service to be impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system. You must use the Services in a manner consistent with all applicable laws and regulations which may apply to your use of the Services.
- 5.1.7. You must ensure that any computers, systems or networks that utilise the Services are configured in such a way that does not give a third party the capability to use the Services in an illegal or inappropriate manner. You should, amongst other things, run a firewall and up-to-date anti-virus software and ensure that your operating system is kept fully up-to-date with the latest security patches. B4OC shall have no liability to you for any loss or damage arising from installation, use or non-use of such software.
- 5.1.8. You must not use the Services in any way that would, in our reasonable opinion, materially affect the use of or access to the internet of any other person. This includes, but is not limited to, "denial of service" ("DOS") and "distributed denial of service" ("DDOS") attacks against another network or individual user. DOS and DDOS attacks will result in immediate termination of the Services.
- 5.1.9. Any attempt, whether successful or not, to gain access to or retrieve data from any computer system without authorisation from its maintainer or owner will lead to immediate termination of the Services and possibly to prosecution. This applies to, amongst other things, vulnerability probes and intentional distribution of "Trojan horse" programmes, viruses and worms, as



Terms & Conditions for the Provision of Broadband Services

- well as making use of systems compromised by third parties.
- 5.1.10. Use of the Services to transmit any unsolicited commercial or unsolicited bulk email (“Spam”) is expressly prohibited. The sending of Spam will result in immediate termination of the Services.
- 5.1.11. Intentional distribution of software that attempts to and/or causes damage, harassment, or annoyance to persons, data and/or computer systems is prohibited. This will result in immediate termination of the Services.
- 5.1.12. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information will result in termination of the Services.
- 5.1.13. You agree to sign any agreement reasonably required by the owner of the copyright in any software which we provide to you to enable you to use the Services. Unless permitted by law, you must not modify or copy such software or any accompanying manuals and documentation or use it for any purpose other than to access the Services.
- 5.1.14. You will obtain all necessary consents (including consents for alterations to buildings (if applicable)), provide any electricity and connection points required by us or by any of our Staff and provide a suitable, safe and appropriate working environment where our Staff need to carry out any work set out in paragraph 4.5 above.
- 5.2. Unless a specific order expressly states otherwise, all equipment that is required to provide the broadband signal to your computer network or router will remain in the ownership of B4OC. We can supply you with a suitable replacement router at cost. You should take reasonable care of the equipment, ensure it is kept in good working order and use it in accordance with any instructions, safety and security procedures applicable to the equipment. You must not remove any of B4OC’s equipment and you should take reasonable care of the equipment at your property and inform B4OC if you become aware of any circumstances that put the equipment at risk.
- 5.3. B4OC does not guarantee that hardware, other than that supplied by B4OC, will work with the Services. B4OC does not encourage you to connect any equipment to the Services which has not been supplied or expressly approved by B4OC. B4OC 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 network and must be used in accordance with relevant instructions, safety and security procedures.
- 5.4. If you require replacement equipment from B4OC outside the equipment warranty period, a charge may apply.
- 5.5. You must not use or permit the use of the Services:
- 5.5.1. In any way that does not comply with any licences applicable to you or is unlawful or fraudulent or has any unlawful purpose or effect; or
- 5.5.2. In connection with the carrying out of a fraud or criminal offence; or
- 5.5.3. To disseminate or otherwise distribute, knowingly receive, upload, download, use or re-use any information or material which is unlawful, unauthorised, harmful, inappropriate, profane, abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, privacy or any other rights; or
- 5.5.4. To cause any injury, offence or annoyance to any person in a way that breaches another person’s rights; or
- 5.5.5. In any way which infringes any third party’s intellectual property rights; or
- 5.5.6. In a way that does not comply with these Terms.
- 5.6. You will be responsible for any losses, expenses or other costs incurred by us that are caused by your breach of paragraphs 5.1, 5.2 and/or 5.3.
- 5.7. On all service subscriptions we operate a “fair usage” policy. Within this policy, your connection can be used by you in any way that you see fit and is compliant with appropriate legislation. We do not impose download limits, although in extraordinary circumstances where download volumes are, in our opinion, excessive in comparison to the average use of the network, we may speak to you about your usage with a view to establishing the best course of action.
- 5.8. You shall immediately notify B4OC if you become aware of any damage to the cable where it runs



Terms & Conditions for the Provision of Broadband Services

over your land. You shall allow B4OC reasonable access to your premises to inspect the network and to effect repairs.

6. Payment/Charges

- 6.1. You agree to pay us the applicable charges for the Services to which you subscribe. Such charges are as set out in the Contract for B4OC Fibre Optic Broadband Service, the Terms or on the Website or as otherwise notified by us to you (the "Fees"). We reserve the right to change the Fees at any time on giving you not less than 28 days' notice. The amended Fees will apply on expiry of this 28 day period. We will not increase the Fees more than once in every 12 calendar months. You can end the Agreement if we increase your monthly charges by more than the Consumer Price Index (CPI) annual inflation rate at the date we calculate the applicable price increase.
- 6.2. Once we have received your order form and service has commenced, all necessary documentation should be completed to allow this payment to be made immediately the Services have been installed. If the installation pack charge is payable directly by you then payment becomes due from you as specified in your order form.
- 6.3. We will bill you each month in advance for the Services starting on the Commencement Date at the applicable tariff. The bill will be sent to you electronically. Unless otherwise agreed with us, you agree to set up a monthly Direct Debit with your bank in order to pay for the monthly tariff.
- 6.4. You authorise B4OC and our direct debit service provider to send instructions to your bank to debit your account and you authorise your bank to debit your account in accordance with the instructions from B4OC and our direct debit service provider.
- 6.5. If any amount owing under the Agreement is overdue at any time, we will notify you in writing, via email. If any amount remains overdue for more than 7 days after the date on which we notify you that an amount is overdue, then we reserve the right to suspend and/or terminate the provision of Services.
- 6.6. If we suffer any charges from our bank in respect of non-payment by you, we reserve the right to pass these charges on to you. We will notify you if we incur such charges as a result of your non-payment and provide you with a breakdown of these charges.
- 6.7. You may be required to pay a re-connection charge if you wish to be reconnected following a

suspension of the Services in accordance with paragraph 6.5.

- 6.8. 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 without your consent.
- 6.9. Moving the equipment installed at the Premises must not be conducted by anyone other than our Staff. A charge may be made if this is at your request.
- 6.10. If you require a name change on your account, we will facilitate this change without charge, unless there is a good reason why this should not be the case.

7. Security and Confidentiality

- 7.1. In order to enable you to use the Services, we will provide you with Security Details. You will be responsible for keeping all usernames, PINs and passwords of all your Services secure and private at all times and you should not share your PIN numbers or passwords with any third party.
- 7.2. You will immediately notify us if any of the Security Details:
 - 7.2.1. Have been disclosed to an unauthorised person or are or may be used in an unauthorised way (or if you suspect or have reason to suspect that this may occur or have occurred); and/or
 - 7.2.2. Have been lost or stolen.
- 7.3. We may suspend the Services if at any time we think that there is, or is likely to be, a breach of your Security Details and require you to change any password.
- 7.4. You will contact us immediately if you suspect or become aware of any violation of the security on your B4OC account, breach of the security software on your Services, unauthorised use of your Services or any other breach or suspicious performance on your Services.
- 7.5. You will be responsible for all actions undertaken by anyone else using any of your Security Details unless you have given notice to us at the first possible opportunity upon becoming aware of the events listed in paragraph 7.2 above as the case may be. We may suspend the Services and you will fully indemnify us from all losses resulting from such actions.
- 7.6. You accept that we cannot guarantee the security of the Services and we do not guarantee the prevention or detection of any unauthorised attempts to access the Services. However, B4OC shall use its best endeavours to prevent



Terms & Conditions for the Provision of Broadband Services

- unauthorised access to the Services by third parties but shall have no liability to the customer for any loss or damage caused by unauthorised third party access to the Services or equipment.
- 7.7. You agree to keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under or in connection with this Agreement and will only use such information in order to receive the Services.
- 8. Personal Data**
- 8.1. We will comply with our obligations under the Data Protection Act 2018 and the provisions of the GDPR (General Data Protection Regulation) and any other applicable data protection legislation.
- 8.2. By registering for the Services, you consent to our using your personal data for the following purposes:
- 8.2.1. The processing of your application;
 - 8.2.2. The provision of the Services to you;
 - 8.2.3. Conducting credit and anti-money laundering checks;
 - 8.2.4. Administering your account;
 - 8.2.5. Calculating usage, charges and invoicing;
 - 8.2.6. Customer record purposes and in order to track reported problems;
 - 8.2.7. The management of our network and other technical maintenance;
 - 8.2.8. The operation and enforcement of the within Terms;
 - 8.2.9. To prevent, detect and investigate fraud or any other criminal activity and to investigate improper use of the Services or the network;
 - 8.2.10. The maintenance of records for a reasonable period of time following termination of the Agreement in accordance with our legislative obligations under the Data Protection Legislation; and
 - 8.2.11. The provision to you of information about other services we may offer unless you advise us that you do not wish to receive such information.
- 8.3. It is your responsibility to keep the personal data which you provide to us up to date. We may send notices or other information to you at the address you have provided to us. You should notify us immediately of any change to your personal data.
- 8.4. We will disclose personal data to comply with all applicable laws and lawful requests by the appropriate authorities.
- 8.5. Third party sites that you can access from our website are not covered by our privacy policy and we accept no responsibility or liability for use of personal data by operators of these sites.
- 8.6. A copy of the Privacy Policy can be found at the end of the Terms.
- 9. Limitation of Liability**
- 9.1. Nothing in the Agreement shall restrict or exclude our liability for fraud, death or personal injury caused by defects in the Services or our acts or omissions or that of our employees acting within the course of their employment and within the scope of their authority.
- 9.2. We shall make commercially reasonable endeavours to install the Services but shall not be liable in the event that it is unable to complete the installation. In such event, the Agreement shall be terminated with immediate effect and without any penalty between you and B4OC.
- 9.3. The installation will be completed by our Staff. B4OC does not accept any liability whatsoever for any loss or damage that may occur to the premises during installation.
- 9.4. We shall use our reasonable endeavours to ensure that the Services are available for use by you in accordance with the Terms of this Agreement but shall not be liable for any delay, failure, interruption or deterioration therein, howsoever arising.
- 9.5. Under no circumstances shall B4OC be liable for any direct, indirect or consequential loss or damage arising as a result of:
- 9.5.1. The failure of the Services or equipment due to the incompatibility of the Services with any equipment not supplied by B4OC;
 - 9.5.2. The acts and omissions of other telecommunication operators;
 - 9.5.3. Breach in the security or privacy of messages transmitted using the Services unless the breach results from the wilful default of B4OC or its employees;
 - 9.5.4. Any unlawful or unauthorised use of or access to the network, the Services or equipment by you or third parties;
 - 9.5.5. Any claim arising out of any act or omission by you, your servants or agents, or arising out of any reliance placed by such persons on content;
 - 9.5.6. Any valid suspension of the Services or termination of the Agreement;



Terms & Conditions for the Provision of Broadband Services

- 9.5.7. Any claim arising in relation to the provision (or non-provision), maintenance or use of telecommunications lines, channels, equipment, networks or services or arising out of transmissions being dropped or connections being lost for any reason.
- 9.6. Under no circumstances will B4OC be liable in contract, tort (including negligence), statute or otherwise to you or any third party for any damages for any direct or indirect loss, including but not limited to loss of profits, loss of business, loss of revenue, loss of savings, loss of opportunity, loss of time, loss of goodwill, nor for any indirect or consequential loss nor for any damage or destruction of data however arising from the use of, or inability to use, the Services, or from any action or omission taken as a result of using the Services.
- 9.7. We will not be liable for any claims, damages, losses, expenses and proceedings howsoever arising from or in any way connected with the use by you or any other person of the Services and/or the equipment provided under this Agreement and/or by any breach of this Agreement by you.
- 9.8. Save as expressly provided herein, B4OC 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. For the avoidance of doubt any limitation or exclusion of liability under these Terms shall only be to the extent permitted by law.
- 9.9. The information on the Website is updated from time to time. However, insofar as permitted by law, we exclude all responsibility as to the quality, accuracy, efficacy, completeness, performance, fitness for a particular purpose of the Services of any of the content of the Website.
- 9.10. You agree to indemnify us against all costs, claims, losses and expenses (including indirect and consequential losses) howsoever arising, from any claim brought against us by any third party relating to any breach by you of your obligations under the Terms.
- 9.11. We will not be liable to you for any breach of any of our obligations under these Terms or the Privacy Policy where the breach is caused by an event that is outside our control including, but not limited to, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of local or central government, highway/roads authority or other competent authority, industrial disputes of any kind (whether including us or not), fire, lightning, explosion, flood, subsidence, inclement weather, unavailability of third party telecommunications networks or any other cause beyond our reasonable control.
- 9.12. Without prejudice to the exclusions of liability set out in this clause, B4OC'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 the customer to B4OC in the twelve (12) months prior to the date of the last event giving rise to such claim(s) and (ii) €1,500.00, provided that this shall not operate to exclude any minimum liability imposed by statute.
- 9.13. These Clauses aforesaid (Limitation of Liability) shall continue to apply notwithstanding termination of this Agreement for any reason howsoever arising.
- 10. Termination and Suspension**
- 10.1. You may be entitled to a 14 day cooling off period ("the Cooling Off Period") under the EU (Consumer Information, Cancellation and Other Rights) Regulations 2013. Your Cooling Off Period will expire after 14 days from the date of receipt of your goods or, in the case of services, from the date of your contract. To cancel, you must notify us before the expiry of your Cooling Off Period and you can do this by emailing us at accounts@betterbroadbandforpiltown.com or by using the cancellation form on our website. We note your request to provide you with, and charge you for, your services during this Cooling Off Period. If you cancel, we will reimburse all payments received from you (less any applicable service charges) without delay. If we supplied you with any equipment/goods, you may be liable for any diminished value of the goods if you have used the goods during the Cooling Off Period. You have accepted that where you begin to stream or download any digital content purchased, your Cooling Off Period expires immediately.
- 10.2. After the Commencement Date, this Agreement may be terminated in accordance with the Terms set out in this Agreement.



Terms & Conditions for the Provision of Broadband Services

- 10.3. You agree that from time to time, without liability or notice, it may be necessary 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.
- 10.4. We may immediately, without notice, temporarily bar, suspend, restrict and/or disconnect your use of the Services wholly or partially for any valid reason, including without limitation where:
- 10.4.1. You fail to pay any charges set out in this Agreement or if we believe that when you have made a payment towards your account, you have paid or are attempting to pay using stolen or otherwise barred or false debit or credit card or if the debit or credit card transaction is at some time charged back to us. We may remove the bar when we have been paid the amount owing to us;
- 10.4.2. You fail to observe any other term or obligation set out herein, in particular within the Customer Responsibilities section, or any relevant law; or
- 10.4.3. You engage in any activity (or permit any activity) which B4OC, in its discretion shall determine, considers: (i) to be contrary to existing legislation or regulations applicable to provision of the Services or (ii) is or is likely to have an adverse impact on the quality or integrity of the Services.
- 10.5. During any period of service suspension, you will remain liable for all charges unless we decide otherwise. B4OC shall be entitled to a reconnection fee on reconnection of a customer following any temporary period of suspension pursuant to this clause.
- 10.6. We may terminate this Agreement and cease providing the Services without notice if:
- 10.6.1. You are in material breach of any of the Terms (including non-payment of charges);
- 10.6.2. You are in breach of any of the Terms and have failed to remedy such breach within 30 days of being notified of such breach;
- 10.6.3. Any information supplied by you is false or misleading;
- 10.6.4. We are directed to comply with an order, instruction or request of government, COMREG, an emergency service organisation or other competent authority;
- 10.6.5. You are suspected of involvement with fraud or acts which are defamatory, offensive, abusive, obscene, menacing or unlawful in connection with use of the Services; or
- 10.6.6. 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;
- 10.7. Unless otherwise specified in the Agreement, either you or we may terminate this Agreement on giving not less than 10 days' notice to the other, such notice not to expire before the end of the first 12 months.
- 10.8. You may terminate the Agreement with respect to the Services within 1 month after the Commencement Date and during the minimum term. If you do terminate, you agree to pay us all the costs that we have incurred in setting up that have not been paid to date and any costs of us ceasing to provide the Services to you. At any point, you may notify B4OC of your wish to terminate with 30 days' notice.
- 10.9. B4OC shall be entitled to terminate this Agreement immediately by giving you notice if any event or Force Majeure continues for a period of 30 days or longer.
- 10.10. The minimum period of contract shall be twelve months. However, no early exit penalty applies.
- 10.11. Your contract will roll on a monthly basis after your minimum period expires.
- 10.12. On termination of the Agreement, you agree to cease using the Services immediately and to pay any monies which remain outstanding. On termination, your right to use the Services ceases immediately. We will collect all equipment and you agree to cooperate with us in connection with same.
- 10.13. If the Services consistently fall below the standards set out in the Agreement (in particular in relation to download speeds) and the breach cannot be remedied within 4 weeks of us being notified in writing of same, then you may terminate the Agreement before the minimum period expires by giving 10 days' notice in writing.
- 10.14. 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 Terms which expressly, or by implication, are intended to survive termination of your Agreement shall continue to bind the parties following such termination.



Terms & Conditions for the Provision of Broadband Services

11. General

- 11.1. All intellectual property rights in or relating to the Services belong to us, or have been licensed to us. You are only permitted to use these intellectual property rights as provided in these Terms and in order to receive the Services. You agree not to use our name, logo, trademark or any other intellectual property rights without our prior written consent.
- 11.2. We may assign, sub-contract or otherwise deal with our rights or obligations under this Agreement without giving you any notice beforehand. You may not assign, sub-contract, sell or otherwise transfer your rights or obligations under this Agreement without our express written consent.
- 11.3. Any notice or communication required to be sent pursuant under the Terms should be sent to us at B4OC CLG, Registered Office: The Avenue, Piltown, Co Kilkenny (email info@betterbroadbandforpiltown.ie) or to you at the address indicated in the registration form.
- 11.4. No waiver by us of any breach of the Terms will be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.5. If any provision of the Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms, and the remainder of the provision in question, will not be affected.
- 11.6. Except as expressly stated in the Contract for B4OC Fibre Optic Broadband Service, these Terms or at Law, no person who is not a party to the Contract for B4OC Fibre Optic Broadband Service will derive any benefit from it.
- 11.7. The Agreement will be governed and construed in accordance with the law of Ireland and you agree to irrevocably submit to the exclusive jurisdiction of the Irish Courts.
- 11.8. The Agreement sets out the entire agreement between us relating to the provision of the Services to you and supersedes any and all previous agreements and understandings between us in respect of such provision.



Terms & Conditions for the Provision of Broadband Services

B4OC Privacy Policy

B4OC is committed to respecting your privacy and we take privacy, security and complying with applicable data protection and privacy laws seriously. Our privacy policy explains how we collect, use, share and protect your personal information. All personal information will be obtained fairly. If we update this policy, we will post any changes on our website so that you will always know how your personal information is being shared.

1. How We Collect your Personal Information

- a. We collect your personal information when you:
 - buy a product or service from us;
 - register for a specific product or service;
 - subscribe to newsletters, alerts or other services from us;
 - ask us for more information about a product or service;
 - contact us with a question or complaint;
 - respond to a competition, prize draw or survey;
 - use our network and other B4OC products.
- b. We may also collect information about you from other organisations if this is appropriate, including fraud-prevention agencies, business directories and credit-reference agencies.
- c. We may use cookies (small text files stored in your browser) and other techniques, including but not limited to, web beacons (small, clear picture files used to follow your movements on our website), to collect information about how you use our websites, and web-related products and services. This allows us to customise our website for you so that it is relevant to your interests and needs. We may use a cookie that stays linked to your browser to record your details so that we can recognise you if you visit our website again. (See Section 3 below on "Using your Personal Information" for more details on how we use information we collect using these cookies). You can choose to refuse cookies or you can set your browser to let you know each time that a website tries to set a cookie. For more information about cookies (including information on how to turn them off) please visit www.allaboutcookies.org.

2. What Personal Information We Collect

- a. The information we collect about you will depend upon the B4OC products and services you use and subscribe to. The information we collect includes, but is not limited to, the following:
 - Name and address;
 - Phone number and email address;
 - Date of birth;
 - Credit or debit-card information;

- Bank account details, including bank name and address, account number, sort code, BIC, IBAN;
 - Any contact you make with B4OC such as phone calls, emails, letters; and
 - Account information such as subscriptions services you use, payments received and due and any other information relating to your account.
- b. We will also collect information about how you use our products and services, such as:
 - The level of service you receive (e.g., network faults and other network events which may affect our network services);
 - Your website browsing information (which includes information about websites you visit and information about your browsing and how you use our website, whether through your mobile, PC, tablet); and
 - The date, time and length of your internet browsing and your approximate location at the time of browsing.

3. Using your Personal Information

- a. We may use and analyse your information to:
 - Process the goods and services that you have purchased from us and keep you updated with the progress of your order;
 - Keep you informed generally about new products and services (unless you indicate you do not want to receive our marketing messages);
 - Provide the relevant service or product to you;
 - Contact you with offers or promotions based on how you use our products and services;
 - Bill you for using our products or services or to take the appropriate amount of credit from you;
 - Respond to any questions or concerns that you may have about using our network, products or services;
 - Protect our network and to manage the volume use of our network (e.g., we identify peak periods of use so that we can try and make sure



Terms & Conditions for the Provision of Broadband Services

- that the network can handle the volume at those times);
- Understand how our different customers use our network, products and services so we can develop more interesting and relevant products and services for our customers, as well as personalise the products and services we offer you;
- Carry out research and statistical analysis and monitor customer use of our network products and services on an anonymous or personalised basis; and
- Prevent and detect fraud or other crimes and recover debts or trace those who owe us money.

- b. We will store your information for as long as we have to by law. If there is no legal requirement, we will only store your information for as long as we need it.

4. Sharing Your Personal Information

- a. We may share information about you with:
 - Partners or agents who are involved in delivering the products and services you have ordered or used;
 - Credit-reference agencies;
 - Fraud-prevention agencies;
 - Business-scoring agencies or other credit-scoring agencies;
 - Debt-collection agencies or other debt-recovery organisations;
 - Law enforcement agencies;
 - Regulatory organisations; and
 - Courts or other public authorities

if we are compelled to or are authorised to by law.

- b. We will release information if it is reasonable for the purpose of protecting us against fraud, defending our rights or property or to protect the interests of our customers.
- c. If we are reorganised or are sold to another organisation, we may transfer any personal information we hold about you to that organisation.

5. Security

- a. We have specialised security teams who are constantly reviewing and improving our measures to protect your personal information from unauthorised access, accidental loss or destruction.
- b. If we have a contract with another organisation to provide a service on our behalf, we will ensure they have appropriate security measures and only process information as we have authorised. Those organisations will not be entitled to use your personal

information for their own purposes. If necessary, our security teams check these organisations to make sure that they are meeting the security requirements we have set.

- c. Communications over the internet, such as emails, are not secure unless they have been encrypted. Your communications may go through a number of countries before being delivered – this is the nature of the internet. We cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

6. Your Privacy Rights

- a. You can write to us at any time to get a copy of the personal information we hold about you.
- b. If you believe we are holding inaccurate information about you, please contact our customer services team so that this can be corrected.