



## Terms & Conditions of Use

**LINK BROADBAND**, a limited company incorporated under the laws of the Republic of Ireland. Website Address: <http://www.linkbroadband.ie>

“**SERVICE**” means a fixed wireless Internet Protocol (IP) based internet connectivity service provided by LINK BROADBAND connecting to the Internet via LINK BROADBAND’s network, including any such additional services as may be availed of.

“**SUBSCRIBER**” means the party to whom LINK BROADBAND provides the Service.

**1. AGREEMENT.** Subscriber agrees to be bound by this Agreement and to use the Service in compliance with the terms of this Agreement as specified below. In addition Subscriber accepts that this agreement may be modified from time to time by LINK BROADBAND and the most up to date version of this Agreement can be found at <http://www.linkbroadband.ie> and is hereby incorporated into this agreement by reference.

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

### **3. SUBSCRIBER ACKNOWLEDGEMENTS REGARDING THE SERVICE.**

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

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

(c) Subscriber acknowledges that the Service operates in license-exempt spectrum on a non-interference and non-protected basis. This means that while the Service is not permitted to cause interference to other systems, there is no legal protection from interference from other systems or service operators operating within this spectrum. LINK BROADBAND will make all reasonable commercial efforts to liaise with other operators to minimize any interference to Subscriber, however such interference if present may have an impact on the availability and quality of service received. Similarly LINK BROADBAND is obliged to reserve the right to terminate Service to Subscriber where interference is caused to other systems. Subscriber may terminate this agreement where LINK BROADBAND cannot rectify or eliminate interference related issues within thirty (30) days of notification of said issues.

(d) Subscriber acknowledges and agrees that from time to time LINK BROADBAND may be required to temporarily suspend the Service to subscriber to verify compliance with applicable licenses, authorizations, and compliance with the technical and operating parameters of the network. Under such circumstances LINK BROADBAND will use all reasonable efforts to minimize disruption to the Service.

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

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

(g) Subscriber acknowledges that the bit rates quoted in respect of the Service are maximum burst rates attainable and the Service is provided as a variably contended connection.

### **4. EQUIPMENT.**

(a) For the duration of the service LINK BROADBAND will loan certain transceiver and network equipment, hereafter termed “Equipment”, to Subscriber to receive the service. This Equipment at all times remains the sole property of LINK BROADBAND and Subscriber agrees to provide LINK BROADBAND access and permission to recover said equipment on demand without delay, obstruction or interference.

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### **4. EQUIPMENT. (continued)**

- (b) During installation certain cabling, mounts, poles and fixings may be used to complete the installation. These become the property and responsibility of Subscriber once installation is completed, and it is Subscriber's responsibility to ensure they are maintained in operational and safe condition.
- (c) Subscriber agrees to use the Equipment in accordance with LINK BROADBAND's instructions and to restrict access to the Equipment to only those representatives and agents authorized by LINK BROADBAND. Subscriber agrees to take reasonable steps to protect the Equipment from damage, loss or theft, and should insure same to a replacement value of five hundred and fifty (550.00) Euro.
- (d) If LINK BROADBAND cannot for any reason recover the Equipment in good condition on demand from Subscriber then Subscriber agrees they will be immediately liable to pay a replacement fee determined by LINK BROADBAND of up to five hundred and fifty (550.00) Euro plus applicable taxes.
- (e) Subscriber agrees to notify LINK BROADBAND as soon as reasonably possible once becoming aware of any damage to the equipment or defect in the operation of the equipment by telephoning or emailing LINK BROADBAND at the numbers or addresses listed on our website.
- (f) Subscriber agrees not to, nor allow any other party to, move, dispose of, modify, or adjust the Equipment, nor allow liens to be placed on the Equipment.

### **5. TERM.**

This Agreement is for an initial term of one (1) month, and shall automatically renew for subsequent one (1) month terms, until terminated in accordance with this Agreement. At any time the Subscriber may terminate this Agreement upon thirty (30) days written notice to LINK BROADBAND. Should Subscriber terminate this agreement for any reason without giving thirty (30) days written notice, a cancellation fee equal to one (1) months service fee will become immediately due, and Subscriber acknowledges and agrees to pay such fee. LINK BROADBAND may in its sole discretion terminate this Agreement at any time. In the event that LINK BROADBAND terminates this Agreement for reasons other than breach of this Agreement by Subscriber, then LINK BROADBAND shall endeavour to the extent reasonably possible to provide thirty (30) days notice to Subscriber. Subscriber is liable under this Agreement for all fees and charges until such time as the Agreement has been terminated. **SUBSCRIBER UNDERSTANDS THAT UNLESS WRITTEN NOTIFICATION IS RECEIVED BY LINK BROADBAND AFTER THE INITIAL TERM, THE SERVICE SHALL CONTINUE AND SUBSCRIBER WILL CONTINUE TO BE RESPONSIBLE FOR PAYMENT OF APPLICABLE SERVICE FEES.**

### **6. TERMINATION.**

- (a) If Subscriber is dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, Subscriber's sole remedy is to discontinue using the Service, cancel the account, and pay any cancellation fees that apply. To cancel the Service Subscriber must send a written request for termination by mail or fax to LINK BROADBAND and same must be signed by an authorised representative of Subscriber to arrive not less than thirty (30) days before the end of the current billing term. Should Subscriber terminate this agreement for any reason during the initial term, a cancellation fee equal to one (1) months service fee will become immediately due, and Subscriber acknowledges and agrees to pay such fee.
- (b) Upon cancellation or otherwise upon termination of this Agreement, related email and hosting services (where provided) will be terminated and all Subscriber files stored on LINK BROADBAND servers may be deleted. LINK BROADBAND may terminate this Agreement, your password, your account, or your use of the Services for any reason, including, without limitation, if LINK BROADBAND, in its sole discretion, believes you have violated the Agreements or if Subscriber fails to pay any charges when due.
- (c) Sections 11, 20, 21, and 22 of this Agreement shall survive termination of this Agreement.
- (d) LINK BROADBAND may terminate this agreement immediately if Subscriber is subject to bankruptcy, insolvency, examinership, receivership, liquidation or any similar proceedings, or in LINK BROADBAND's exclusive opinion is unable to pay fees due to LINK BROADBAND.

### **7. FEES AND PAYMENT.**

- (a) Subscriber shall pay a monthly service fee and all other applicable fees, charges, taxes, and other amounts for the Service at the rates in effect for the current billing period. LINK BROADBAND may increase or decrease the monthly service fee. LINK BROADBAND will use all reasonable efforts to provide Subscriber thirty (30) days or more notice of same. If such changes to the basic monthly service fee are to Subscribers detriment, Subscriber may terminate this agreement by giving thirty (30) days written notice, and Subscriber will remain liable only for any balance on the account.

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### **7. FEES AND PAYMENT. (continued)**

(b) Payment is due in full by Direct Debit at the start of each billing month, except where annual prepayment has been selected. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than thirty (30) days old. If any payment is more than seven (7) days overdue or is returned by the bank unpaid, the Service may be suspended with immediate effect and remain suspended until the due amounts are paid in full. The Subscriber is not relieved of the obligation to pay the monthly service fee while an account is suspended. LINK BROADBAND may at its sole discretion terminate the Service and this Agreement for any accounts which are fourteen (14) days or more overdue. A reactivation fee or deposit may be required before Service is reactivated after suspension or termination. Credit account balances shall not accrue interest. Subscriber agrees to pay the reasonable costs of any collection agency, solicitor or court used by LINK BROADBAND to collect past due amounts or to enforce this Agreement. Returned cheques or Direct Debits will incur a fifty (50.00) euro plus applicable taxes administration fee.

### **8. SUBSCRIBER ACCOUNT.**

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

(b) Subscriber acknowledges that usernames, passwords and IP addresses may change or be changed from time to time, and specifically that fixed IP addresses (where supplied) are not guaranteed.

### **9. FAIR ACCESS POLICY.**

To ensure equal Internet access for all subscribers, LINK BROADBAND operates a fair access policy. Fair access establishes an equitable balance in Internet access across high speed Internet services for all subscribers. To ensure this equity, heavy usage customers may experience temporary throughput limitations during peak usage hours. LINK BROADBAND provides the Service on a "best reasonable effort" basis and does not guarantee upload or download speeds. Additionally it is the sole responsibility of the Subscriber to ensure the service is not abused or used in any illegal manner, specifically P2P or "Person to Person" sharing is prohibited. Subscribers found to be in breach of this policy will have their service throughput severely limited for a period of up to (but not limited to) 14 days. Subscriber who repeatedly breaches this policy will have service suspended for a period of up to (but not limited to) 21 days. In cases where limitation and suspension of service do not result in Subscriber ceasing to breach this policy (and/or at LINK BROADBAND's sole discretion) the Service will be terminated.

### **10. CUSTOMER COMPLAINT POLICY.**

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

(a) GENERAL: If you have a general complaint regarding LINK BROADBAND, email us at [customerservice@linkbroadband.ie](mailto:customerservice@linkbroadband.ie).

Alternatively you should phone the Customer Service desk on the number quoted on our website. Complaints lodged in this way will receive attention as soon as possible during working hours by a supervisor or manager.

(b) BILLING: If you have a billing enquiry or complaint, please contact the Accounts Department via the number shown on your invoice or statement. Alternatively, you can find our contact details on our website.

(c) WRITTEN: If you prefer to put your complaint in writing, we will respond to your letter by telephone and will confirm any details in writing if you wish. Your letter should be addressed to: Customer Service Department, LINK BROADBAND at the address listed on our website.

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

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

(f) ESCALATION: If you are not satisfied with the resolution, or if you feel that you have not received a fair hearing, your complaint can be escalated to a supervisor or manager on your request. He or she will review your complaint and resolutions offered and discuss the complaint with you.

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### **11. SOFTWARE LICENSE.**

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

### **12. INSTALLATION.**

(a) The installation, use, inspection, maintenance, repair, and removal of the equipment may result in service outage or potential damage to your computer. Subscriber is solely responsible for backing up all existing computer files and data. LINK BROADBAND and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals.

(b) LINK BROADBAND will endeavour to provide the Service to all eligible applicants, subject to technical and commercial feasibility. LINK BROADBAND may in its sole discretion determine that it can not or will not service a particular site or subscriber, and reserves the right to cancel the installation process and refund any money that Subscriber has paid. LINK BROADBAND will notify you of its intent to cancel as soon as reasonably possible. It may take up to ninety (90) or more days to determine if LINK BROADBAND is able to provide service in certain locations. LINK BROADBAND shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the Service.

(c) The installer will need to work internally and externally at your premises for which they will require access. Subscriber acknowledges responsibility for securing, including any associated costs, the following: (i) obtaining all necessary consents including planning permission if needed, landlord, occupier and other building consents for both access and installation and maintenance of the equipment; and (ii) full, free and safe access to relevant premises at agreed times for maintenance, replacement, or equipment removal.

(d) If for any reason an installation must be cancelled due to error, omission, oversight or for any other cause attributable to Subscriber the following arrangements apply. The installation may be cancelled five (5) or more working days before the installation date without penalty. If cancelled less than five (5) working days from installation, a cancellation fee of fifty (50.00) euro plus applicable taxes will be payable.

### **13. COPYRIGHTS AND LICENSES.**

The content on the Service is protected under applicable copyright law. Any copying, modification, distribution, publication or other use by Subscriber, or by any user of Subscriber's account, of any such content is prohibited, except as expressly permitted by the holder of the applicable copyrights.

### **14. NO ENDORSEMENT.**

LINK BROADBAND does not endorse or in any way vouch for the accuracy or completeness of any content made available through the Service. LINK BROADBAND does not recommend that such content be relied on by Subscriber without appropriate verification.

### **15. SUBSCRIBER CONDUCT.**

Subscriber shall comply with all laws, rules, regulations and legal obligations related to the Service and with all acceptable use policies and procedures established from time to time by LINK BROADBAND. Subscriber shall not use the Service to conduct any business or activity or to solicit the performance of any activity which is prohibited by any law, rule, regulation or legal obligation. Subscriber shall not intercept e-mail in an unauthorized manner or engage in "spamming" or any similar conduct.

### **16. THIRD PARTY ACCESS.**

(a) Subscriber shall not resell, share, lease, hire or otherwise permit access to the Service to any third party, including but not limited to the connection of any third party to the Service through use of direct cable connection, network connection, wireless networking, or any other means.

(b) LINK BROADBAND reserve the right to suspend the Service pending investigation where it reasonably suspects the above clause is breached by Subscriber and reserves the right to terminate with immediate effect the Service and this Agreement where such breach has taken place.

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### **17. SERVICE MONITORING.**

LINK BROADBAND has no obligation to monitor the Service, but may do so and disclose information regarding use of the Services for any reason if LINK BROADBAND, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its subscribers. LINK BROADBAND may immediately remove your material or information from LINK BROADBAND servers, in whole or in part, which LINK BROADBAND, in its sole and absolute discretion, determines to infringe another's property rights or to violate LINK BROADBAND's Acceptable Use Policy.

### **18. SUBSCRIBER EQUIPMENT.**

Subscriber shall maintain and operate suitable and fully compatible terminal equipment and communication devices required to access the service. LINK BROADBAND makes no representation or warranties, either express or implied, regarding such Subscriber equipment.

### **19. DISCLAIMER OF WARRANTIES.**

Access to the service is not guaranteed. The Service is distributed on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose or otherwise.

### **20. LIMITATION OF LIABILITY.**

Neither LINK BROADBAND nor any of its information or content providers, service providers, licensors, employees or agents shall be liable for any direct, indirect, incidental, special, punitive or consequential damages arising out of Subscriber's use of the service or inability to use the service or any breach of any representation or warranty. In any event, no such liability shall exceed the total amount actually paid by Subscriber for services provided under this agreement for the prior six month period.

### **21. INDEMNITY.**

Subscriber assumes all risk and liability for any use of the Service. Subscriber agrees to indemnify LINK BROADBAND against all claims, liability, damages, costs and expenses, including but not limited to reasonable legal fees, arising out of or related to Subscriber's use of the Service.

### **22. THIRD PARTY BENEFICIARIES.**

The provisions of Sections 19, 20 and 21 are for the benefit of LINK BROADBAND and its respective contractors, information or content providers, service providers, licensors, employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf.

### **23. SUPPORT SERVICES.**

Subscriber shall direct all enquiries and service related issues to LINK BROADBAND's Customer Sales and Support contact points, as defined on our website from time to time or directly by email to [support@linkbroadband.ie](mailto:support@linkbroadband.ie)

### **24. APPLICABLE LAWS.**

This Agreement shall be governed by the laws of the Republic of Ireland. Any cause of action of Subscriber, or by users of Subscriber's account, with respect to the Service or this Agreement must be instituted within six (6) months after the claim or cause of action has arisen or be barred. It is acknowledged that this is a services contract and not a contract for the sale of goods.

### **25. GENERAL.**

**(a) Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereunder, and supersedes any and all oral and/or written statements, discussions; representations and agreements made by either party to the other, and may not be assigned without the express written consent of LINK BROADBAND. No modification of this Agreement shall be binding on either party unless it is in writing and signed by both parties. Failure on the part of LINK BROADBAND to enforce any provision of this Agreement shall not be construed as a general waiver or relinquishment of the right to enforce such provision. If any provision shall be held unenforceable, the validity legality and enforceability of the remaining provisions shall in no way be affected thereby, and the intent of the unenforceable provision enacted to the maximum enforceable extent.

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### 25. GENERAL. (continued)

**(b) Notices.** All notices, requests, consents and other communications hereunder, shall be in writing and shall be forwarded by either Registered Mail, fully prepaid, sent via facsimile or delivered in person to the address of each party as set forth at the beginning of this Agreement, or at such other address as may have been furnished in writing; provided that any notice of termination shall be sent via registered mail in addition to any other means of communication used. Notices, if mailed, shall be deemed effective five (5) working days following deposition with the mail service.

**(c) Non-Assignment.** This Agreement is personal to the parties hereto and the rights and obligations of Subscriber hereunder cannot be assigned, delegated, or in any manner transferred, except as approved by LINK BROADBAND, and, provided that LINK BROADBAND may assign this Agreement to a subsidiary, affiliate, or other entity.

**(d) Publicity.** LINK BROADBAND may identify Subscriber as user of LINK BROADBAND's services in reports, advertisements and other promotional literature or forms of publication. Subscriber should advise LINK BROADBAND if it does not wish to be identified.

**(e) Remedies.** Any of the remedies set forth herein, are not exclusive of remedies that LINK BROADBAND or Subscriber may obtain in a Court of Law, on Legal or Equitable grounds.

**(f) Headings for Convenience.** All headings preceding paragraphs and subparagraphs have been inserted for convenience of reference only, and shall not be relied upon in determining the meaning of the rights and obligations of LINK BROADBAND or Subscriber.

I, the undersigned, have read, understand and agree to be bound by all and any of LINK Broadband's Terms and Conditions of use listed above, pages 1 through 6, in all 25 numbered headings. If at any time I decide not to agree or not to be bound by all or any of these Terms and Conditions I will notify the company immediately to cancel the service.

Signed: \_\_\_\_\_

Signed (block capitals): \_\_\_\_\_

Date: \_\_\_\_\_

**[ Please keep a copy of this signed Agreement as it forms part of your contract with LINK Broadband Ltd ]**