

IVERTEC BROADBAND - General Terms – As of 10/11/2016

1. INTRODUCTION

- 1.1. These general terms, any applicable special terms and applicable IVERTEC BROADBAND tariff (“Terms”) set out the legal relationship between you and IVERTEC BROADBAND (“IVERTEC BROADBAND”).
- 1.2. IVERTEC BROADBAND is an organisation founded to provide Broadband access to rural areas County Kerry.
- 1.3. You may contact IVERTEC BROADBAND by email at info@ivertecbroadband.ie. You should use email as your primary means of communication with IVERTEC BROADBAND and we may ask you to follow-up any telephone or written contact by email. IVERTEC BROADBAND’s website is <http://www.ivertecbroadband.ie>. You may contact IVERTEC BROADBAND for general enquiries by telephoning 066 9478811.
- 1.4. In consideration of IVERTEC BROADBAND processing your order (as described in clause 2), you agree, either by signing an order, to be bound by these Terms.
- 1.5. You will find a printable form of these terms and conditions on IVERTEC BROADBAND’s website at <http://www.ivertecbroadband.ie>.

2. ORDER PROCESSING, PROVISIONING AND ACTIVATION

- 2.1. IVERTEC BROADBAND reserves the right not to consider or process orders at its discretion. You agree and acknowledge that the geographic areas covered by the IVERTEC BROADBAND service are limited and even within IVERTEC BROADBAND service areas technical issues may prevent, delay or degrade the activation or provision of service.
- 2.2. You must provide a valid email address when placing an order and maintain this address, or provide IVERTEC BROADBAND with an alternative address. IVERTEC BROADBAND will use this email address to contact you for all purposes under these Terms.
- 2.3. If you wish to place an order you may do so by completing an online order form, filling out a written order form which is available on www.ivertecbroadband.ie or from an IVERTEC BROADBAND staff member.
- 2.4. By placing an order you offer to enter into a contract for the purchase of the relevant service from IVERTEC BROADBAND, however your offer is not accepted by IVERTEC BROADBAND until such time as the ordered service has been provisioned ready for use (“activated”).
- 2.5. You may not revoke your offer to enter into a contract unless:
 - 2.5.1. IVERTEC BROADBAND informs you that it is unwilling or unable to process, provision or activate your ordered service;
- 2.6. Subject to clause 2.1, IVERTEC BROADBAND will acknowledge receipt of your order and contact you as it processes your order and tries to provision and activate your service. Neither acknowledgement of receipt of your order nor any subsequent communication shall be acceptance by IVERTEC BROADBAND of your offer to enter into a contract.
- 2.7. In processing your order, IVERTEC BROADBAND will verify that your premises are in an area in which the service is available and carry out technical tests. However occasionally it will not be possible to establish whether an ordered service can be activated until after installation at your premises.
- 2.8. IVERTEC BROADBAND (or others on IVERTEC BROADBAND’s behalf) may need to visit your premises to carry out tests, provisioning or activation and you agree to such visits and to provide such other co-operation and assistance as IVERTEC BROADBAND may reasonably require. IVERTEC BROADBAND will liaise with you to arrange the timing of these appointments.
- 2.9. If an ordered service cannot be activated, IVERTEC BROADBAND will notify you as soon as possible. Your offer to purchase services from IVERTEC BROADBAND will automatically be revoked and any charges already collected will be refunded to you.

3. SERVICE CONTRACT: FORMATION, DURATION AND TERMINATION

- 3.1. Activation of your ordered service shall be IVERTEC BROADBAND’s acceptance of your offer to purchase such service from IVERTEC BROADBAND. These Terms and the details set out in IVERTEC BROADBAND’s order acknowledgement shall form the contract between you and IVERTEC BROADBAND for the provision of such service (“Service Contract”).
- 3.2. Each Service Contract shall commence on the date the relevant service is activated.
- 3.3. Each Service Contract shall continue for a minimum period of 12 Months (Initial Term), with an Opt out during the initial Month assuming one Month’s notice. Following the Initial Term, if any service or pricing is offered to you contingent on your commitment to a further contract term, then this further commitment shall be added to (and form part of) the Initial Term.
- 3.4. You may terminate a Service Contract by giving one Month’s written notice to IVERTEC BROADBAND if:
 - 3.4.1. the Initial Term of such Service Contract has expired;
 - 3.4.2. IVERTEC BROADBAND notifies you of a materially detrimental change to a Service or these Terms. In this case you may only terminate during the period of one (1) month following such notification; or

- 3.4.3. IVERTEC BROADBAND commits a material breach of such Service Contract and has not rectified such breach within thirty (30) days of a written notice from you requiring rectification.
- 3.5. If you purport to terminate any Service Contract otherwise than in accordance with clause 3.4, then you will be liable immediately to pay IVERTEC BROADBAND all charges due to the end of the Initial Term.
- 3.6. IVERTEC BROADBAND may terminate any Service Contract with you if:
 - 3.6.1. the Initial Term of such Service Contract has expired;
 - 3.6.2. you fail to pay any amounts properly due to IVERTEC BROADBAND under any Service Contract;
 - 3.6.3. you provide us with inaccurate, or fail to update date us with, the information required in the order;
 - 3.6.4. you commit a material breach of any Service Contract and you have not rectified (if rectifiable) such breach within thirty (30) days of a written notice from IVERTEC BROADBAND requiring rectification;
 - 3.6.5. you become or are deemed to be insolvent, bankrupt or unable to pay your debts, you make an arrangement or composition with your creditors generally, you enter into liquidation whether compulsorily or voluntarily or you make an application to a court of competent jurisdiction for protection from your creditors generally or a petition is presented or a resolution is passed by you for your winding up, a court of competent jurisdiction makes an order for your winding-up or dissolution, an administration order is made in relation to you or a receiver or administrative receiver is appointed over or a person legally appointed to do so takes possession of or sells any of your assets or notice of a meeting to carry out any of the foregoing is duly served;
 - 3.6.6. any authorisation which IVERTEC BROADBAND requires in order to provide the Service is not obtained, withdrawn or otherwise cancelled; or
 - 3.6.7. An event outside IVERTEC BROADBAND's reasonable control which prevents continued provision of Service continues for more than thirty (30) days.
- 3.7. If IVERTEC BROADBAND has the right to terminate any Service Contract, IVERTEC BROADBAND may in addition (without prejudice to, waiver of or extinguishing its right to terminate) suspend such Service Contract.
- 3.8. The termination or expiry of any Service Contract shall be without prejudice to the rights and liabilities of either of you or IVERTEC BROADBAND accruing up to such date.
- 3.9. Ivertec operate a **Daily Fair Usage Policy** which ensures we provide a fair and consistent service to all our customers. Ivertec Broadband will not charge customers for excess data usage, however Ivertec Broadband will reduce the customer's bandwidth.

4. SERVICE PROVISION

- 4.1. IVERTEC BROADBAND may from time to time make changes to its network or the technical specification of a Service. If these changes will materially detrimentally affect the Service, IVERTEC BROADBAND will inform you in advance by publishing such change on its website.
- 4.2. It is technically impracticable for IVERTEC BROADBAND to provide a fault free service.
- 4.3. IVERTEC BROADBAND may suspend provision of a Service:
 - 4.3.1. for operational or technical reasons (in which case IVERTEC BROADBAND will use reasonable endeavors to notify you prior to such suspension and to minimize the Impact upon you);
 - 4.3.2. if IVERTEC BROADBAND has reasonable grounds to believe that the Services are being used in breach of clause 6; or
 - 4.3.3. if your use of the Service may damage or disrupt the proper functioning of IVERTEC BROADBAND's network.
- 4.4. Except as expressly set out in this clause all other representations, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of these Terms and each Service Contract are expressly excluded.
- 4.5. These Terms are the exclusive statement of the agreement between you and IVERTEC BROADBAND related to the subject matter of these Terms. They supersede all understandings and prior agreements, whether oral or written, between the parties. You and IVERTEC BROADBAND agree that they did not rely on any statement made by the other party before entry into force of these Terms and hereby waive any remedy which, but for this clause 4.6 might otherwise be available to them in respect of any untrue statement (whether made innocently or negligently but not fraudulently) before entry into force of these Terms.

5. EQUIPMENT SUPPLY

- 5.1. Equipment related to the receiving of the IVERTEC BROADBAND service and provided by IVERTEC BROADBAND remains the property of IVERTEC BROADBAND and must be returned in good working order on termination of service or contract.
- 5.2. IVERTEC BROADBAND provides a single point Ethernet connection, and cannot protect the internal network from that point within.
- 5.3. You may from time to time purchase certain equipment (comprising hardware and associated software) ("Equipment") from IVERTEC BROADBAND, in which case the order process set out in clauses 2 and 3 above shall apply except that the Service Contract shall both be formed and fulfilled by delivery of the Equipment to you. Risk and title (where applicable) shall pass to you on delivery. You shall only have a right to reject the Equipment as set out in the applicable manufacturer's limited warranty (see clause 5.3.1) and the terms below shall apply.
- 5.4. If IVERTEC BROADBAND supplies you with Equipment:
 - 5.4.1. Equipment is subject to a limited manufacturers' guarantee in accordance with the documentation provided with the Equipment. Such relevant documentation shall govern such guarantee, but you should be aware that in general manufacturers' guarantees only provide for (at manufacturers' option) replacement, repair or refund of Equipment which does not function in accordance with the manufacturers' applicable published specification for a period of twelve (12) months (in the case of hardware) and thirty (30) days (in the case of software) from the date of delivery and that the limited guarantee is conditional on the Equipment being used in accordance with any applicable end-user terms, manufacturer's instructions, without misuse, without excess wear and tear, without improper use or neglect, without end-user attempted repair and that you will be required to bear the cost of any return of Equipment to IVERTEC BROADBAND or the manufacturer unless IVERTEC BROADBAND informs you otherwise in writing;
 - 5.4.2. Any malfunction or manufacturer's defects or other defects, outside the control of IVERTEC BROADBAND, of Equipment either sold or provided by IVERTEC BROADBAND to you or purchased directly by you used in connection with the Service will not be deemed a breach of IVERTEC BROADBAND's obligations under these Terms. Any rights or remedies you may have regarding the performance or compliance of Equipment are limited to those rights extended to you by the manufacturer of such Equipment;
 - 5.4.3. IVERTEC BROADBAND is acting as a reseller or distributor of such Equipment and makes no, and expressly excludes, any representations, warranties, terms and undertakings, express or implied, statutory or otherwise as to the quality (satisfactory, merchantable or otherwise), fitness for any purpose of such Equipment, interoperability of such Equipment or that your Equipment will operate correctly in the event of a power failure;
 - 5.4.4. such supply is subject to any end-user license terms applicable to such Equipment, which you accept;
 - 5.4.5. you shall not resell, transfer, export or re-export any Equipment, or any technical data derived from such Equipment, in violation of any applicable Irish or foreign law; and
 - 5.4.6. You shall ensure that any equipment or Equipment connected to a Service is connected to and used with the Service in accordance with relevant published instructions and any safety and security procedures notified to you.
- 5.5. If IVERTEC BROADBAND supplies you with installation services then you agree to procure access to all appropriate sites for engineers and authorised personnel at mutually agreeable times and provide such co-operation and assistance as they may reasonably require. IVERTEC BROADBAND shall meet your reasonable requirements about the safety of IVERTEC BROADBAND's people on your premises and you shall meet IVERTEC BROADBAND's reasonable requirements about the safety of IVERTEC BROADBAND's people on your premises.
- 5.6. Customer PC minimum requirements: Ethernet card.
- 5.7. Standard Installation is a CPE (Client Premise Equipment) radio, mounting bracket and 15 meter cable.

6. YOUR OBLIGATIONS

- 6.1. You agree that you will:
 - 6.1.1. Procure that IVERTEC BROADBAND has the authority to carry out works to provide you with the Services at any of your sites at which IVERTEC BROADBAND is providing the Services;
 - 6.1.2. not use, nor allow others to use, the Services:
 - 6.1.2.1. for any improper, unlawful, fraudulent, criminal or otherwise illegal activities;
 - 6.1.2.2. in a manner which is offensive, abusive, indecent, defamatory, menacing, obscene or harassing;
 - 6.1.2.3. to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, menacing, obscene or harassing;
 - 6.1.2.4. to breach any intellectual property rights, including without limitation copyright;
 - 6.1.2.5. to breach any other third party rights such as, without limitation, confidence, privacy or any other rights;

- 6.1.2.6. to make offensive, menacing, nuisance or hoax calls;
 - 6.1.2.7. to cause annoyance or needless anxiety;
 - 6.1.2.8. to send, provide, facilitate or knowingly receive responses to any spam or unsolicited advertising or promotional material;
 - 6.1.2.9. to knowingly or negligently transmit any electronic material (including viruses, worms, Trojans, backdoors or spyware) which shall cause or is likely to cause detriment or harm in any degree to computer systems owned by IVERTEC BROADBAND or other internet users;
 - 6.1.2.10. to knowingly or negligently permit or participate in any mail-bombing or denial or service attacks;
 - 6.1.2.11. in breach of IVERTEC BROADBAND's acceptable use policy as defined in clause 16;
 - 6.1.2.12. to degrade the performance of the IVERTEC BROADBAND network or services; or
 - 6.1.2.13. for resale to any third party;
 - 6.1.3. safeguard security information;
 - 6.1.4. comply with IVERTEC BROADBAND's acceptable use policy as defined in clause 16;
 - 6.1.5. ensure that the registration data about yourself specified in the order is updated to keep it accurate;
 - 6.1.6. only use and connect equipment and/or networks to the IVERTEC BROADBAND network that are approved and comply with all relevant legislation, standards and licence requirements;
 - 6.1.7. you shall not resell, transmit, or re-transmit the IVERTEC BROADBAND service/signal, in violation of any applicable Irish or foreign law;
 - 6.1.8. comply with these Terms and any reasonable instructions IVERTEC BROADBAND gives you; and
 - 6.1.9. Indemnify IVERTEC BROADBAND against all losses, liabilities, costs (including legal costs) and expenses which IVERTEC BROADBAND may incur as a result of any third party claims against IVERTEC BROADBAND arising from, or in connection with your use or misuse of the Services or breach of these Terms and/or any Service Contract.
- 6.2. IVERTEC BROADBAND may without notice to you examine, monitor or record from time to time, the use to which you put the Services and the nature of the data/information that you are transmitting or receiving via the Service where such examination, monitoring or recording is necessary:
- 6.2.1. to protect and/or safeguard the integrity, operation and functionality of the IVERTEC BROADBAND (and neighbouring) networks;
 - 6.2.2. to co-operate or comply with any investigation or inquiry of or by a competent authority, or any police, judicial, regulatory or governmental order, notice, directive or requests; or
 - 6.2.3. To substantiate or refute any reasonable suspicion IVERTEC BROADBAND may have in respect of your alleged or potential breach of these Terms.

7. CHARGES, PAYMENT TERMS AND CREDIT LIMIT

- 7.1. The charges applicable to IVERTEC BROADBAND's processing of any order and the provision of any Service or supply of Equipment ("Charges") shall be the charges set out in IVERTEC BROADBAND's tariff as published on its website from time to time a <http://www.ivertecbroadband.ie>. If there is a conflict, the online tariff shall take precedence over any printed tariff.
- 7.2. Charges are of the following types:
 - 7.2.1. activation charges ("Activation Charges");
 - 7.2.2. recurring rental charges ("Recurring Charges");
 - 7.2.3. Variable usage charges ("Usage Charges"). Usage Charges may charge on a time (e.g. cent per data volume) basis or on a per use basis; and
 - 7.2.4. Other charges ("Other Charges").
- 7.3. Charges quoted in the IVERTEC BROADBAND tariff are either inclusive (if you are a residential customer) or exclusive (if you are a business user) of VAT as set out in the applicable special terms. In either event you are liable to pay IVERTEC BROADBAND VAT at the then applicable rate.
- 7.4. Activation Charges are charges made for the provisioning and activation of a Service or the supply of Equipment. The Activation Charges which apply to your order are the Activation Charges in force at the date you place your order and are not subject to change for such order. Activation Charges are due on acknowledgment of your order for such Service or Equipment by IVERTEC BROADBAND.
- 7.5. Recurring Charges are charges made for the rental of a Service. The Recurring Charges which apply to your Service Contract for the Initial Term are the Recurring Charges in force at the date you place your order and are not subject to change for such Initial Term. After the Initial Term, the applicable Recurring Charges are the Recurring Charges published on the IVERTEC BROADBAND tariff on its website from time to time. Recurring Charges are due monthly in advance.
- 7.6. Other Charges are charges identified in the IVERTEC BROADBAND tariff that are not Activation, Recurring or Usage Charges and may relate, without limitation, to such matters as service upgrades or migration, feature activation, change of address or early termination. Other Charges are due as described in the IVERTEC BROADBAND tariff.

- 7.7. IVERTEC BROADBAND does not issue written invoices. Invoices are available on request.
- 7.8. You may only pay IVERTEC BROADBAND by Direct Debit.
- 7.9. All amounts due to IVERTEC BROADBAND shall be paid in full (without deduction or withholding except as required by law) and you shall not be entitled to assert any credit, set-off or counterclaim against IVERTEC BROADBAND in order to justify withholding payment of any such amount in whole or in part.
- 7.10. IVERTEC BROADBAND may charge interest on any overdue amounts payable from the due date until Payment of all sums owing including interest (whether before or after judgment) at the rate of 4 percent per annum above the European base rate.

8. PRIVACY AND DATA PROTECTION

- 8.1. In processing, provisioning and activating your order, providing Service, billing you and otherwise interacting with you as its customer, IVERTEC BROADBAND will collect, store and process data relating to you. The way in which this data may be collected, stored, processed and/or transferred by IVERTEC BROADBAND is set out in IVERTEC BROADBAND's privacy policy accessible on IVERTEC BROADBAND's website from time to time at <http://www.ivertec broadband.ie>. You agree that IVERTEC BROADBAND shall be entitled to collect, store, process and/or transfer data about you in accordance with the terms of this privacy policy.
- 8.2. You have the right to request a copy of information relating to you that is held by IVERTEC BROADBAND, by written request and upon payment of our administrative fee. You may correct or update the personal information held by us at any time by advising us in writing.

9. LIMITATIONS OF LIABILITY

- 9.1. Nothing in these Terms shall restrict or exclude either party's liability for fraud or for death or personal injury caused by its, or its employees' or agents', negligence.
- 9.2. Subject to clause 9.1, neither party shall be liable to the other party or to any third party for any Consequential Loss or Damages whether in contract, tort or otherwise (including negligence). For the purposes of this clause 9.2 "Consequential Loss or Damages" shall mean any economic loss (whether direct or indirect) including, without limitation, any loss of profits, anticipated savings, business, contracts, revenue, time or goodwill or loss or harm of data always provided that this shall not include:
 - 9.2.1. Charges payable;
 - 9.2.2. the incremental cost to a party of procuring replacement Services in the event of default by the other party; and
 - 9.2.3. The repair (or if repair is not practicable, replacement) of any tangible physical property of a party intentionally or negligently damaged by the other party or its employees whilst on the first party's premises.
- 9.3. IVERTEC BROADBAND's liability to you is further capped as set out clauses 11 and 12.
- 9.4. Your sole and exclusive remedy in respect of any failure to meet any service levels (if applicable) set out in any service level agreement (if applicable) shall be to the compensation schemes set out in such service level agreement.
- 9.5. You shall at all times be under a duty to mitigate any losses suffered by you.
- 9.6. Each provision of this clause 9 is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this clause is held inapplicable or unreasonable.

10. MISCELLANEOUS

- 10.1. IVERTEC BROADBAND shall not be liable for any delay or failure in performance of its obligations to the extent that such delay or failure is attributable to matters beyond its reasonable control.
- 10.2. IVERTEC BROADBAND may assign the benefit or burden of these Terms or any Service Contract upon notice to you. You may not assign the benefit or burden of these Terms or any Service Contract.
- 10.3. IVERTEC BROADBAND's failure to exercise or enforce or any delay in exercising or enforcing any right or benefit conferred by these Terms shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
- 10.4. Subject to clause 3.4.2, IVERTEC BROADBAND may change these Terms from time to time by notifying you of the revised Terms by publication on its website. You may not change these Terms.
- 10.5. These Terms do not create any rights for, or enforceable by any third party.
- 10.6. These Terms shall be governed and construed in accordance with Irish law, and the Parties irrevocably agree to the exclusive jurisdiction of the Irish courts always provided that IVERTEC BROADBAND may commence proceedings against you in any jurisdiction in which you are incorporated, resident or hold assets.
- 10.7. If you move house then you will pay us a re-installation fee of €50 to cease Service at your old address and commence Service at your new address. Activation at your new address is not guaranteed

and is subject to the terms of this contract as if it were an initial activation.

10.8. IVERTEC BROADBAND:

10.8.1. Cannot ensure, and you agree take responsibility for, the compatibility of your computer equipment and software with web-based applications, including the capability to send and receive emails (via the World Wide Web or through a POP3/IMAP capable client); and you acknowledge and agree that IVERTEC BROADBAND exercises no control over, and accepts no responsibility for, the content of the information passing through our host computers, network hubs and points of presence or the Internet, and in particular, IVERTEC BROADBAND does not warrant that you will not receive or be affected by viruses, spam or any other illegal material whether from the internet or otherwise through our network. This applies even though we may run identifying, protective or filtering devices or software as part of the Service;

10.8.2. service only comprises the configuration and set up of the installed Equipment and connection to the IVERTEC BROADBAND Service in accordance with our published specification. It does not include any element of audit, design or connection to your equipment and IVERTEC BROADBAND makes no representation or warranty about the interworking, interoperability or compatibility of the installed Equipment with your equipment or end to end system functionality. You accept responsibility for your own equipment, connection to any IVERTEC BROADBAND installed Equipment and system functionality;

10.9. The price of the service includes, where applicable, a provision for installation work of a type and quantity usual with services of this type. IVERTEC BROADBAND may need to raise supplementary charges if an unusually large amount of installation work is required. IVERTEC BROADBAND or its agent will seek agreement from you if such charges are necessary.

10.10. You must have permission from your Landlord if the install premises are not owned by you.

10.11. Problems with products that may not be covered by a warranty or service contract include: -

Installation of any software other than basic workstation operating systems.

Any consequential or indirect loss and damage.

Causes arising from or out of accidental damage to or misuse of computer equipment, fire, lightning, explosion, malicious damage, storm, water damage, impact, burglary and/or theft.

Loss or damage relating to or arising out of any defect in computer equipment which was known to the Purchaser at the time of sale.

Loss or damage arising out of or relating to reformatting of the disk in any computer equipment.

Any defect caused by abuse, improper installation or operation authorized modification, loss of parts, tampering or attempted repair by a person not authorized by IVERTEC Broadband.

11. SPECIAL IP ADDRESSES TERMS

11.1. Unless a static IP address is provided with the Service you have ordered or you specify that you require a static

IP address in your order you will receive either a dynamic or a static IP address at our discretion.

11.2. In the event that IVERTEC BROADBAND assigns you a static IP Address, you should be aware that the IP Address will be re-assigned to IVERTEC BROADBAND or to another IVERTEC BROADBAND customer if your Service is disconnected for any reason or if you terminate the Service.

11.3. IVERTEC BROADBAND is required by RIPE (the European IP address authority) to document on a 'whois' server which entity is using the IP space. If you are assigned a static IP address, you consent to IVERTEC BROADBAND's inclusion of your name, company name, postal address, e-mail address, IP address, and telephone number in the 'whois' server.

12. FIREWALLS

12.1. It is your responsibility to provide any firewall software/hardware, and any anti-virus software

Other

13. RESIDENTIAL TERMS

13.1. If you are a person ordering or purchasing domestic Services from IVERTEC BROADBAND then:

13.1.1. you agree to use the Service only for domestic and not business use;

13.1.2. all Charges quoted are inclusive of VAT

14. BUSINESS TERMS

- 14.1. If you are a company, partnership or sole trader ordering or purchasing business Services from IVERTEC ROADBAND then:
- 14.1.1. you agree to use the Service only for business and not domestic use;
 - 14.1.2. all Charges quoted are inclusive of VAT;

15. Support

- 15.1. Please note our Access Points are monitored 24 hours a day and technicians respond to issues affecting multiple users immediately. Individual customer antennae are not monitored. Callouts to customer sites must be booked through the office during regular office hours. Technicians work Monday through Friday.
- 15.2. We recommend that you follow the following simple steps before calling the help desk:
Check that all cables are firmly plugged in, power sockets are functioning and cables are plugged in the right way. Power off and on the power source for the antenna (wait about 10 seconds before turning back on). Wait a further 30 seconds then do the same for a router or switch (if you have one) lastly power down and restart your computer(s). Frequently these few simple steps will resolve your issue.
- 15.3. Our technicians will perform a "Ping" operation to your antenna and if a reply is received the broadband service is deemed to be live. Further troubleshooting is at the discretion of the technician and while many common computer problems can be resolved over the phone, you may need the services of a qualified computer technician.
- 15.4 A €30 charge will apply to any customer who requires a call out because of a technical issue with their broadband connection. Only customers who are connected for 2 months or less are exempt from the following;
- 14.4.1 Paying the call out fee
 - 14.4.2 Paying any cost following replacement of broadband related hardware

17. VOICE OVER INTERNET PROTOCOL (VOIP)

- 17.1. Voice Over Internet Protocol (VOIP) means a voice/phone service provided to you under an agreement between you i.e. the customer and IVERTEC BROADBAND. This service allows a customer to both make and receive calls to other VOIP users using a broadband connection.
- 17.2. This service is only accessible to customers who sign up for both a broadband and phone service with IVERTEC BROADBAND.
- 17.3. The IVERTEC BROADBAND – Broadband and Voice services are available in both residential and business packages on which you may decide.
- 17.4. The customer may use the service in agreement with IVERTEC BROADBAND.
- 17.5. The service is supplied exclusively for the customers own use and therefore the customer may not sell or resell the product/service to a third party.
- 17.6. Irrespective of the size of the bandwidth package only one call can be made or received at any given time to other VOIP users.
- 17.7. The details of each package including speed, connection fee and monthly fee are available on the company website www.ivertecbroadband.ie
- 17.8. Relative to the VOIP service if supplied IVERTEC BROADBAND will allocate a new telephone number if required and if not same landline number will be sufficient.
- 17.9. There is no cost for a new number if needed.
- 17.10. Costs from moving to IVERTEC BROADBAND from your current telephone provider are zero. This process is known as porting.
- 17.11. If porting of a number is required IVERTEC BROADBAND will ensure this will be done in the shortest possible time frame i.e. 24-48 hours.
- 17.12. Free minutes to landline numbers will be limited to 1000 minutes and are restricted to fixed destination countries. These are Ireland, the EU, the UK, the USA, Canada and Australia.
- 17.13. Free minutes to any Irish mobile will be limited to 60 minutes.
- 17.14. Free minutes left over after a period cannot be carried forward to the next period.
- 17.15. Calls over the free minutes will be charged at the normal rates. All rates/charges are included on the company website www.ivertecbroadband.ie.
- 17.16. Free minutes will reset automatically on the first calendar day of each month.
- 17.17. Customers who sign up before the 15th of the month will get 100% of the free minutes on offer for the first month.
- 17.18. Customers who sign up after the 15th of the month will get 50% of the free minutes on offer for the first month.
- 17.19. Customers will receive an automated message saying "Insufficient Credit" when they try to dial a number outside of the free minutes range.
- 17.20. Once the customer uses the service supplied by IVERTEC BROADBAND the customer

- comprehends that they can't use another provider for their broadband and phone service.
- 17.23. There will be no connection fee for existing IVERTEC BROADBAND customers.
 - 17.24. IVERTEC BROADBAND will not provide access to premium numbers.
 - 17.25. The customer has a choice of payment options available to them and includes VISA, **Debit card** or PayPal.
 - 17.26. The customer will be responsible for all call charges from the use of the service whether or not incurred by the customer individually.
 - 17.27. Call Quality – VOIP services are dependent on the quality of broadband. IVERTEC BROADBAND cannot certify the call quality in the event of any unanticipated situations i.e. power outages. However IVERTEC BROADBAND will attempt to provide the best possible service.
 - 17.28. VOIP/phone services are carried out in the public domain and therefore IVERTEC BROADBAND cannot certify the protection of these calls.
 - 17.29. Emergency Calls – Calls to 999/emergency services will be aimed at the emergency services. IVERTEC BROADBAND cannot guarantee the dependability of these calls. Customers should be informed that power outages can hamper PC equipment and internet connectivity and therefore will eliminate use of the service for emergency calling.
 - 17.30. Due to the nature of the VOIP service, it may not be possible for the emergency services to establish the specific location of the caller. Users of the IVERTEC BROADBAND phone service will have to notify the emergency services of their precise location.
 - 17.31. IVERTEC BROADBAND will not provide compensation for any loss of service caused.
 - 17.32. The customer must report a fault with the service to IVERTEC BROADBAND. If a fault is reported IVERTEC BROADBAND will endeavor to respond to the customer as soon as possible
 - 17.33. IVERTEC BROADBAND will attempt to solve a dispute with a customer in the shortest possible time frame.

18. Rented Property

A non-refundable deposit payment may be required in advance of your IVERTEC BROADBAND Installation. The deposit must equal payment for 6 months of service. After the installation occurs, monthly direct debit payments will commence as normal, however no direct debit payment will occur between month 7 and 12 inclusive in lieu of the deposit paid. The customer's broadband installation will not be scheduled until receipt of payment. When a customer is placing an order online, they must indicate whether a property is owned or rented. Ivertec will collect the deposit payment by direct debit, unless the customer requests an alternative method of payment.