



Terms and Conditions

Lighthouse Networks Limited Standard Network Services Agreement

Lighthouse Networks Limited trading as Lightnet

Scope – This Network Services Agreement (“Agreement”) is entered into between Lighthouse Networks Limited, a limited liability company registered in Ireland, registration number 419160 having its Registered Office at Eastpoint Business Park, Loughrea, Co. Galway and the Customer (“the Customer”) as identified on the Service Contract Sign-up Form. This Agreement outlines the terms and conditions under which Lighthouse Networks Limited will provide and the Customer will receive the Services. In the event of inconsistency between this Agreement and other communications, representations or undertakings with respect to the Services, this Agreement shall prevail. The parties agree to the following:

Interpretation – In the Agreement:

“Lightnet” means Lighthouse Networks Limited, trading as Lightnet.

“Address” means the Customer’s address in Ireland where the Equipment will be connected and Services provided, as noted overleaf or as changed from time to time as noted herein.

“Equipment” means the radio transceiver, mountings, cabling, connectors, electronics, ducting, wall outlet, racks, routers, servers, network cards, software, and any other telecommunication apparatus and/or any other equipment or materials supplied by Lighthouse Networks Limited in connection with provisions of any of the Services.

“Minimum Period” means the period of time listed in the contract, starting on the date on which the Services are installed.

“Normal Working Hours” means 9.30am to 5pm Mondays to Fridays (except Public Holidays);

“Services” means the telecommunications transmission services, such as Internet Access, voice services, e-mail, or related value added services noted in this Agreement or as changed from time to time in accordance with the terms herein, whether provided directly by Lighthouse Networks Limited or under licence by third party suppliers.

“Premises” means the Customer’s premises in Ireland where the Equipment will be connected, and Services provided, as noted overleaf or as changed from time to time as noted herein.

“System” means the telecommunications network, incorporating all Equipment, licences, contractual rights and other materials or rights utilised in providing the Services.

“Unlimited usage” means up to 5 Terabytes (5TB) of data usage per monthly billing period. Usage in excess of this limit will be deemed to be excessive for a domestic or commercial internet connection. The connection speed may be limited in these circumstances for the remainder of the monthly billing period, however there will be continuous usage of the service.

“VoIP service” means a voice telephony service provided using voice over IP technology.

“Fibre service” means a data service provided to a premises using either a fibre optic cable or a telephone line directly to the premises.

Installation and Provision of Services

Lightnet will use commercially reasonable efforts to connect Customers to its network on the date agreed with the Customer. Lightnet will make a commercially reasonable effort to site its Equipment in a location agreed with the Customer and will use commercially reasonable efforts to comply with requests made by Customers regarding the routing of cables. Lightnet agrees to use its commercially reasonable efforts to minimise disturbance when undertaking any work at the Address and to make good, to the Customer’s reasonable satisfaction, subjects to the limitations of liability stated herein, any damage that it, its representatives or agents may cause at the Address.

Provided the Customer complies with the terms of this Agreement, Lightnet will use commercially reasonable efforts to provide the Services. In supplying the Services Lightnet will use its reasonable skill and care but is unable to guarantee fault free performance. Lightnet’s Services are provided on an “as is, as available” “best efforts” basis. No warranties, express or implied, including, but not limited to, those of merchantability or fitness for a particular purpose, are made with respect to Lightnet’s services.

Lightnet shall provide such monitoring, preventative and corrective maintenance services during Normal Working Hours as it reasonably considers necessary to ensure the proper functioning of the System and Equipment and for the provision of the Services to the Customer. From time to time Lightnet, at its discretion, may monitor the Services electronically and Customers consent to its access, use and disclosure of any information as necessary to satisfy law, regulation or other governmental request, or to operate the Services properly, to improve Services, or to protect itself or its Customers. Lightnet may use and/or disclose any information supplied by the Customer for its own administrative and customer services purposes, for any purpose required by law and to supply the Customer with information about other services available from Lightnet directly or from associate companies.

Lightnet has the right to utilise sub-contractors or third party agents to assist in providing the Services and to fulfil its obligations hereunder.

The Customer shall obtain the necessary rights and permissions necessary in order for Lightnet to connect and maintain the Equipment, and agrees to hold Lightnet harmless from any obligations, costs or liabilities arising from the lack of such proper authority. The Customer agrees that he/she has authorised Lightnet to carry out the actions necessary to install and maintain the Equipment on a continuing basis and agrees to provide reasonable access to the Equipment for purposes of monitoring, maintenance or recovery. The Customer shall provide, at his/her cost, an electricity power supply of such a type and at such points as Lightnet requires in order to provide the Services. The Customer shall keep the equipment free from any damage, shall maintain the area housing any Equipment which is located on the Customer’s premises in a reasonable, safe, dry and clean manner suitable to telecommunications equipment, and agrees to notify Lightnet as soon as he/she is aware of any damage to the Equipment or defect in the operation or performance of the Service by telephoning, e-mailing or writing to Lightnet at the address or telephone number as published from time to time. The Customer agrees not to dispose of, move, remove, encumber or otherwise allow liens to be placed on the Equipment. The Customer agrees to take reasonable steps to protect the Equipment against loss or theft and insure any of the Equipment against any loss, theft or damage

for the full replacement value. The Customer agrees to use the Equipment in accordance with Lightnet's instructions and to restrict access to the equipment to only those representatives or agents that are authorised by Lightnet. The Customer agrees not to connect equipment or devices to Lightnet's System or make alterations to the Equipment or System that are not authorised by Lightnet.

The Services are provided solely for the Customer's use, and the Customer agrees not to re-sell the Services, or allow their use by third parties without written permission from Lightnet, which Lightnet may give or withhold in its sole discretion. The Customer agrees to use the Services in compliance with all applicable laws, regulations and rules. In addition to the other remedies available to Lightnet hereunder, the Customer agrees to indemnify and hold Lightnet harmless for any losses, costs, obligations or other liabilities arising from any breach thereof.

The Customer agree to utilise the Services in accordance with the Fair Usage Policy published by Lightnet, which is incorporated herein as changed from time to time in Lightnet's published materials and as published on its website.

The Customer accepts that the Service speed may vary from time to time. The said speeds are 'up to' speeds and they are not guaranteed.

Title

The Equipment shall remain the property of Lightnet at all times and upon termination the Customer agrees to return the Equipment to Lightnet.

All content, including but not limited to trademarks and taglines identifying Lightnet or its affiliates, graphics, images, content, button icons, and service names are and will remain solely Lightnet's property.

The Customer agrees not to use Lightnet's logo, trademarks, intellectual property and other registered brands or identities for any purpose whatsoever without the prior written consent of Lightnet.

The Customer agrees not to use the Equipment for any purpose whatsoever, other than for the Services provided by Lightnet, or to allow third parties to access or use the Equipment for any purpose, unless such use has been approved in advance by Lightnet in writing.

Network address assignments issued by Lightnet are the property of Lightnet and are considered to be hired to the Customer as part of this Agreement. In the event that the service with Lightnet is discontinued for any reason, such addresses will revert to Lightnet unless agreed otherwise in writing at the time of discontinuance of Service.

Charges and Payments

The Customer agrees to pay the charges for the Services as set out in contract of service and Lightnet's tariff card, as published from time to time. Charges for Services that are provided over a period of time will be payable in advance of receiving the Service, and will be pro-rated for the proportionate period, from the date of installation of the respective services. Charges may be levied for damages or breaches of this Agreement. Unless stated to the contrary, all rates or charges published are inclusive of VAT.

Lightnet agrees to notify the Customer of the charges due, on a monthly basis, or other periodic basis as agreed with the Customer, via e-mail or one of the alternative billing methods available from Lightnet as published from time to time and agreed with the Customer.

The Customer agrees that if his/her bill is not paid in time, he/she may be liable for interest or other administrative charges for the cost of delayed payment, or bank charges and the costs of debt recovery proceedings to recover any debt owed by the Customer to Lightnet. Late payment may also result in suspension or cancellation of the Services.

If the Customer has agreed to pay his/her bill(s) by Direct Debit, or other electronic banking methods, this Agreement provides Lightnet the authority to alter the variable credit/direct debit instructions according to the charges as published from time to time, applicable to the Services. This Agreement provides the authority for Lightnet to notify the Customer's relevant credit card provider, bank or building society each month of the sums due in respect of the Service.

The Customer agrees to promptly pay all charges. The Customer must pay the monthly subscription amount by Direct Debit in order to avail of the package amounts stated. The Customer must provide a Direct Debit instruction, using a valid Euro bank account. If the Customer does not provide a Direct Debit instruction, or cancels the Direct Debit payment for any reason or a Direct Debit payment is rejected by the Customer's bank due to insufficient funds, then the Customer will be liable for additional administrative charges as will be advised on the Tariff card current at the time, or, it may result in a Security Deposit being imposed.

Changing or Assigning the Agreement

The Customer may add to or reduce the Services from time to time by contacting Lightnet at its published address or phone number or email. If Lightnet provides any additional Services to the Customer at his/her request, the Customer agrees to accept those Services and incorporate them as part of this Agreement for any such minimum period as agreed at the time or as specified under the contract signed at the time of acceptance such Services.

Provided the Customer and Lightnet agree, this Agreement will continue to apply if the Customer moves to another address. Where Lightnet provides Services to a new address, that new address will be deemed to be the Customer's Address for the purposes of this Agreement until such time as the Agreement is terminated.

Lightnet may amend or vary the terms of this Agreement (including charges, technical specifications, Fair Usage Policy or other terms of providing the Services) from time to time by providing the Customer 30 days notice of such changes. In the event changes are significant, the Customer will have the right, within the 30-day notice period, to terminate this Agreement by providing Lightnet written notice. If the Customer does not provide such notice within the 30-day notice period, the respective changes will be deemed to be accepted, and incorporated into this Agreement.

Lightnet retains the right to assign this Agreement to other parties by providing 30 days notice to the Customer, provided the assignee agrees to the terms and conditions described herein. In this instance, the Customer has the right to terminate this Agreement within the 30-day notice period by providing written notice to Lightnet.

Failure to provide notice of termination within the 30 day notice period will be deemed an acceptance of such assignment, which will be incorporated into the terms of the Agreement.

The Customer agrees not to assign or transfer this Agreement without the written approval of Lightnet.

The Customer may assign authorised persons to make changes to the service package; such assignment being given on the Service Contract Sign-up Form or by means of verbal contract or by e-mail. This authorised person will be allowed to give instructions in relation to the amendment of any package, including (but not exclusively limited to) any package upgrade/downgrade, addition/removal of data or addition/removal of phone credit. The Customer must contact Lightnet to remove or amend authorised persons from their account.

All voice interactions (inbound and outbound calls) may be recorded and used for training, dispute resolution, confirmation of contract and quality purposes.

In the event of the Customer moving from the Address, through sale of the premises, or through the cessation of their lease, and are replaced by a new occupant, the Customer shall provide at least 30* days' notice to Lightnet, stating when the new occupant will be occupying the premises and whether the said new occupant will require the Service from Lightnet. This does not release the customer from any contractual obligations with Lightnet but Lightnet may at its sole discretion and subject to normal credit checks etc agree to the assignment of a contract to a new customer at the same Premises provided no technician callout or new equipment is required.

Suspension of Services

Lightnet may suspend the Services immediately upon giving the Customer notice if the Customer has not paid the Charges on a timely basis, or the Customer has exceeded his/her approved credit limit, or Lightnet is otherwise entitled to terminate this Agreement, or Lightnet needs to carry out any maintenance, repairs or improvements to any part of the System, or Lightnet's licence conditions have changed, or Lightnet is legally required to do so, or is required for safety reasons to do so, or in Lightnet's reasonable opinion the Customer is in violation of the Fair Usage Policy described above or it is otherwise necessary or desirable under the provisions of this Agreement to do so.

If the Services are suspended as a result of a breach of the Agreement by the Customer, Lightnet may make a charge in connection with suspending and/or recommencing the Services. Unless otherwise agreed with Lightnet, such charges must be paid before the Services will be recommenced.

In certain circumstances, the Customer may request a suspension of service for a maximum of 6 calendar months, the Customer will be subject to a rental fee per month as outlined in the tariff card. After the 6 calendar months the monthly payment amount reverts to the package amount prior to suspension regardless of the Customer's use of the service. The Customer must notify Lightnet of any request to commence or cease any suspension period. The request of a suspension of service does not apply to any to all services and is subject to Lightnet's approval.

Cooling-off Period

Once the Customer has agreed to purchase a Lightnet subscription package, a 14 day Cooling-off period ("Cooling-off Period") is allowable, during which the Customer may choose to cancel their agreement. There is no penalty for cancelling during the Cooling-off period. Lightnet operates this policy under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (SI 484/2013), whereby the Customer is entitled to a cooling-off period of 14 days, which in the case of a service, the cooling-off period begins on the day the contract for distance selling was concluded. Thus, during the Cooling-off Period, the Customer can cancel a distance

contract without giving a reason and without incurring charges or penalties, save for the installation charge or connection charge which is non-refundable and the Customer is liable for paying for the cost of the use of the service pro rata from the date of the connection up until the date of the disconnection of the service, along with any possible charges incurred in returning the goods. Furthermore, Lightnet will not be responsible for carrying out or refunding any costs arising from any reinstatement required as a result of the installation. This right to cancel will not apply where the Services have been fully installed at the Customer's request and where the Customer expressly consented in the knowledge that the right to cancel would be lost when the Services had been installed.

Termination

This Agreement will commence at the date of the signature noted on the contract signed by the Customer, or as per the verbal agreement obtained from the Customer and it will continue for the Minimum Period as specified in the contract. In the event that the Customer terminates this Agreement before the end of the Minimum period (other than in the circumstances outlined above as a result of notification of significant changes to the Agreement) the Customer will be liable for all charges through the remainder of the Minimum Period.

After the Minimum Period expires the Agreement may be terminated by either the Customer or Lightnet, by giving the other 30 days' prior notice.

If, during the Minimum Period, Lightnet notifies the Customer of significant changes to their charges, the Agreement or the Services, the Customer may terminate this Agreement without incurring the balance of the charges due during the Minimum Period, by providing notice of intent to terminate within 30 days of receiving notice of the changes.

When this Agreement reaches its agreed end, the Customer authorises Lightnet to deactivate the Services and any other Equipment supplied by Lightnet to obtain the Services. The Customer agrees he/she shall immediately cease to use the Equipment, and agrees to allow Lightnet to remove the Equipment. Upon termination, the Customer agrees to the continuance of any way leave or right of access granted for the purposes of cabling or other equipment or materials located on the premises, unless the termination of the way leave is agreed to and notified by Lightnet. The Customer agrees that failure to facilitate the return of any item of the Equipment may result in additional charges for any individual item of Equipment as published in Lightnet's tariffs from time to time or otherwise notified to the Customer.

Where this Agreement is terminated for any reason or if any of the Services are cancelled, Lightnet will be entitled to retain any money (including, deposit monies and/or advance payments) held, and to apply that money towards any obligation or debt which the Customer may owe.

Lightnet may terminate this Agreement with immediate effect if the Customer becomes insolvent or bankrupt, or enters into any composition scheme for the benefit of creditors or if any legal execution is levied or threatened on the property; or Lightnet suspects that the Customer has committed or may be committing any fraud against it; or any way leave or other consent under which Lightnet is entitled to connect, maintain, modify or replace its Equipment is revoked, suspended or otherwise terminated for any reason, or the Customer fails to comply with any of the provisions of this Agreement. However, in respect of the breach of a provision which is capable of remedy, Lightnet will provide notice of the breach and at least 7 days to remedy it before this Agreement may be terminated.

If this Agreement is broken, Lightnet may choose, in its discretion, to overlook such a break without losing its rights hereunder.

The Customer must return the Equipment supplied by Lightnet once the agreement reaches its agreed end. The Customer is responsible for ensuring that the Equipment is returned to Lightnet in a safe and timely manner (30 Days). The Equipment should be returned in working order to ensure return of any deposit that may have been paid in relation to the provision of the Service and the related Equipment. If the Equipment is not returned within 30 days of the agreed end date it may result in loss of any deposit paid.

Limitation of Liability

Lightnet is not an insurer of access to its services nor accepts any liability for defective Services.

Lightnet cannot guarantee that the Customer will have uninterrupted access to the Services, and makes no representations or warranties, including implied warranty, that Lightnet will be able to provide access to the Services. Lightnet shall not be liable for failure to provide the Services or otherwise undertake its obligations as outlined in this Agreement for reasons outside of its reasonable control. Matters outside reasonable control will include but not limited to lightning, flood or severe weather conditions, fire or explosion, civil disorder, terrorist activity, war, actions of local or national government or industrial disputes. Performance of the Telecommunications network or other operators and anything outside of our Equipment, is beyond Lightnet's reasonable control. Customers release Lightnet from and Lightnet shall have no liability or responsibility for defective Services and Equipment.

Customers release Lightnet from and Lightnet shall have no liability or responsibility for any direct, indirect, incidental, or consequential damages suffered by Customers (whether or not such damages were notified to or reasonably foreseeable by Lightnet) in connection with use of or inability to use Lightnet's Services including, but not limited to, damages from loss of data resulting from delays, non-deliveries, miss-deliveries, or service interruptions, or due to inadvertent release or disclosure of information sent even if the same is caused by Lightnet's own negligence. Without limiting the generality of the foregoing, Lightnet disclaims to the full extent permitted by applicable law any responsibility for (and under no circumstances shall be liable for) any conduct, content, goods, and services available on or through the Internet or Lightnet's Services. Use of any information obtained via Lightnet's Service is at the user's own risk. Lightnet specifically disclaims any responsibility for the accuracy or quality of information obtained through its Services. Lightnet will not be liable for any unforeseen or indirect loss, loss of profits, business, revenue, loss of or diminished contracts or anticipated savings, wasted expense, financial loss, lost or destroyed data, liability to third parties or for damage or compensation for loss of use of the Services.

Lightnet will not be liable in any way for any loss or damage which is caused to Customer's own equipment or apparatus arising as a result of its use in conjunction with the System and the Customer agrees to indemnify Lightnet for any damages, losses, costs or other obligations that Lightnet incurs with respect to the Customer's or any third party's equipment connected to the System.

The Customer agrees that they are solely responsible for any losses, costs, damages or other penalties imposed for using the Service to view, use or provide any material, or undertaking any action, that is illegal, immoral or otherwise contravenes any law, or damages or harms any other person. Customers agree to indemnify Lightnet completely in respect of any and all liabilities, claims

and losses which are in any way connected with his/her use or misuse of the Services or any other breach of Customers' obligations under this Agreement.

Law, Arbitration, Force Majeure and Notices

This Agreement shall be governed by and construed in accordance with Irish Law. Any dispute arising under this Agreement which does not involve either a complicated issue of law or a sum exceeding €6,349 may be referred to arbitration under the procedures agreed between Lightnet and agreed arbitrators.

If any provision of these terms is prohibited by law or found to be unlawful, void or otherwise unenforceable, such provision shall, to the extent required by applicable law, be severed from these Terms and Conditions. The remaining provisions of these Terms and Conditions shall not as far as possible be changed or modified and all other terms and conditions not so severed shall continue in full force and effect. No failure to or delay in exercising any right, power or privilege hereunder will act as a waiver hereof, except as expressly provided herein.

Neither party shall be in breach of this Agreement or incur any obligation, cost or liability resulting from delay or prevention of performance cause by an event of Forced Majeure, defined as events outside of the reasonable control or foresight of the party, including but not limited to acts of government, labour disputes, flood, fire, storm, lightning, acts of war, acts of God or acts of the public enemy. In the occurrence of events of forced majeure, the parties agree to utilise commercially reasonable efforts to remedy any non performance as soon as is reasonably practical, and if such non performance is not remedied within 60 days of one party notifying the other, the parties will have the right to terminate this Agreement in accordance with the provisions herein.

The headings of this Agreement are strictly for convenience and will not in any way be construed as amplifying or limiting the provisions contained herein.

Except as otherwise expressly provided herein, the rights and remedies provided herein will be in addition to and cumulative of all rights and remedies otherwise available in law or equity.

The parties respective representations, warranties and covenants, together with the obligations of indemnification and limitations of liability will survive the termination of this Agreement.

Notices to be given by either party must be in writing and be delivered by hand, electronically by e-mail or sent by ordinary post to the Customer at the Address or to Lightnet at the address specified, with the exception that changes to tariffs or technical specifications of Services may be published from time to time in newspapers, radio broadcasts or other public media, or on Lightnet's website. Any changes by the Customer to Services ordered may be by phone.

Any notice period shall commence from the day on which the notice is delivered, if sent by hand, or from two working days after the date of post, if sent by ordinary post or the date of successful transmission if sent by e-mail.

Should the situation arise where the customer wishes to log a complaint, they can do so by in writing by email to complaints@lightnet.ie or by post to our registered address.

Lightnet Acceptable Use Policy

All users of Lightnet services (the “Services”) agree to and must comply with this Acceptable Use Policy (AUP).

Lightnet does not exercise editorial control or review over the content of any Web site, electronic mail transmission, newsgroup, or other material created or accessible over or through the Services. However, Lightnet may remove, block, filter, or restrict by any other means any materials that, in Lightnet’s sole discretion, may be illegal, may subject Lightnet to liability, or which may violate this AUP. Lightnet may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or Lightnet account or other actions as detailed below. This AUP should be read in conjunction with our Standard Network Services Agreement. The following constitute violations of this AUP (this list is intended to be illustrative and not exhaustive; other uses may violate the AUP and Lightnet remains the sole and final arbiter of acceptable usage of its Services):

- **Illegal use:** Using the Services to transmit any material (by e-mail, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- **Harm to minors:** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats:** Using the Services to transmit any material (by e-mail, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Using the Services to transmit any material (by e-mail, uploading, posting, or otherwise) that harasses another.
- **Fraudulent activity:** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes”, unregistered sales of securities, securities fraud and “chain letters.”
- **Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **Unsolicited commercial e-mail/Unsolicited bulk e-mail:** Using the Services to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Unauthorised access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Lightnet’s or another entity’s computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- **Copyright or trademark infringement:** Using the Services to transmit any material (by e-mail, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorised transmittal of copyrighted software.

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Directors: E. Broderick, D. Chambers, R. Coyne.

Email: sales@lightnet.ie Web: <http://www.lightnet.ie/>

- Collection of personal data: Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- Reselling or Redistributing the services: Reselling or otherwise facilitating access to the Services to third parties without written authorization from Lightnet.
- Network disruptions and unfriendly activity: Using the Services for any activity which adversely affects the ability of other people or systems to use Lightnet's Services or the Internet. This includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the user's responsibility to ensure that their system is configured, operated, and used in a manner to avoid excessive consumption of network or system resources. It is the user's responsibility to ensure that their system is configured in a secure manner. A user may not, through action or inaction, allow others to use their system for illegal or inappropriate actions. A user may not permit their system, through action or inaction, to be configured in such a way that gives a third party the capability to use their system in an illegal or inappropriate manner.
- High Volume, Server hosting, and non-traditional end user activities: The Services are intended for an end user's periodic active use of e-mail, instant messaging, browsing the World Wide Web, and other typical end user activities. High volume data transfers, especially sustained high volume data transfers or the use of peer to peer file transfer applications, are prohibited. Hosting a web server, IRC server, or any other server is prohibited. Accordingly, Lightnet maintains the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity as determined by Lightnet.

Data Allowance

Subscription Packages which are subject to a data allowance will require that the Customer's data usage is monitored for calculation purposes and the Customer consents to such monitoring.

When data usage reaches the data package allowance the service speed will reduce to 1mpbs download and 0.25mbps upload. No additional data charges will be applied for usage during this period and the service will remain active.

Additional data can be purchased by way of a once off top-up, or by way of upgrade to a higher subscription package with a minimum time commitment as specified at the time of upgrade, after which time the Customer must contact Lightnet if they wish to revert to the original subscription package. The purchase of additional data or upgrade of package will result in the service speed increasing to the service speed.

Data usage notification will be communicated via e-mail to the e-mail address provided by the Customer.

Upgrades

The Customer may upgrade their package or Services by contacting Lightnet at its published address or phone number or email. The minimum time commitment to any such upgrade will be 12 months, in circumstances where neither a change of the Equipment or a technician call out is required, or it will be 18 months if a change of the Equipment or a technician call out is required. Commitment to upgrades may be given by e-mail or in writing.

Marketing and Promotion

By entering into this Contract, the Customer explicitly consents to the use of customer information for these purposes which include account management, account consolidation, billing, debt collection, credit assessments, market research, customer profiling, product and service development, product and service marketing and customer care and other legitimate business purposes. From time to time Lightnet may contact Customers for marketing purposes, which the customer may opt out of.

Fibre Service Speed

Lightnet does not make any guarantee or accept any liability in respect of Fibre Service speeds or connectivity. Customer accepts that the Service speed may vary from time to time. Lightnet shall provide a fibre Service in Fibre Broadband Enabled areas as determined by Lightnet. The said speeds are 'up to' speeds and they are not guaranteed. The Fibre Service is facilitated via the relevant Fibre wholesaler whom which Lightnet are an approved retailer.

Connection set up

A technician call out to set up the connection hardware at the master socket in the Customer's home or business premises ("Connection set up") is required to ensure that the socket can support the service. The Connection set up will require works to be carried out on the Customer's Premises, which may require a change of phone socket in the wall and any other works which may be required to complete the Connection as deemed necessary by the technician. The Connection set up will be completed by an agent on behalf of Lightnet. Lightnet does not accept any liability whatsoever for any loss or damage that may occur to the Customer's Premises during the Connection set up.

The Customer must have the Premises ready and safe for the technician to arrange the Connection set up. At the time of placing its order where a Customer has requested that an extension kit be installed the Customer accepts full responsibility to ensure that there is a clear and safe environment for the technician to carry out the Connection set up. This includes moving any furniture likely to obstruct the path of the extension kit cable prior to the arrival of the technician. Under no circumstances will a technician engage in such activity and Lightnet reserve the right to charge for any additional time spent on site by the technician as a result of having to wait, or as a result of having to reschedule the appointment due to the Premises not being ready for the Connection set up.

Router Installation

As part of the Fibre Service set up the Customer will require a Lightnet compatible router in order to receive the Services. Lightnet will supply this router prior to the Fibre Service set up. It is the Customer's responsibility to have the Router at the Address prior to the Connection set up. Lightnet will supply the Customer with the router prior to the Technician's call out.

Connection Fitting

The Customer will schedule an appointment date and time for a technician call out. If a Customer wishes to reschedule this initial appointment, they can do so without charge up until 1pm two working days prior to the appointment.

The Customer will be liable to pay a cancellation/penalty charge as set out in the Tariff Card to Lightnet in each of the following cases:

If a Customer has not advised Lightnet that they wished to cancel the scheduled Connection set up Appointment (i.e. Up until 1pm two working days of the previous working day) or does not answer his/her phone within 10 minutes of the scheduled Connection set up Appointment;

If a technician cannot gain access to a Customer's site due to a 3rd party access issues, for example within an apartment block;

- If the Customer refuses to allow the technician onto their property on the agreed appointment date;
- In the event an extension kit is required and the Customer Address has not been cleared for the technician to work. This can include the removal of furniture or carpet etc.
- Where the environment is considered dangerous or unsafe to the technician, the works may not proceed but the cancellation/penalty charge may be levied regardless.

Lightnet Phone Service

The Phone service is delivered via Voice over Internet Protocol (VoIP) technology and therefore requires an internet connection. In the event of no internet service the phone service will be unavailable.

The Customer will be assigned a new phone number unless they request to port their existing number. This phone number will remain assigned to the Customer unless there is a cancellation or lapse of the account. Should there be a requirement for the phone number to change throughout the term of the contract Lightnet will notify the Customer.

All call rates are published in the Lightnet website which is available on www.lightnet.ie and on Lightnet phone portal. The Customer should refer to this or the Lightnet phone portal prior to making calls or if the Customer has an account query. All data relating to calls via the Phone service will be available to the Customer via a secure interface on Lightnet phone portal with Customer specific details.

Call credit is applied via a secure interface on Lightnet phone portal. PayPal is used to facilitate payment. Access to the secure interface on Lightnet phone portal must be through a Lightnet broadband connection.

If a customer upgrades or changes their call plan it is subject to minimum 6 calendar months commitment or Minimum Period for Broadband service whichever is the longer, after which the Customer must notify Lightnet to change their phone package.

The Customer must purchase the hardware (router) to facilitate the connection directly from Lightnet or in some cases this router may be provided as part of the Lightnet service package. After sales support will not be provided by Lightnet unless it an approved router purchased from Lightnet.

The hardware is subject to the manufacture's warranty, any faults must be reported to Lightnet.

Where this router may be provided as part of the Lightnet service package, the router will remain the property of Lightnet, the Customer will have free use of this hardware until the package is cancelled at which point the Customer must return the router to Lightnet in full working order. Non return of the router will result in a charge as set out in the Tariff Card.

Technical support for the router will be available by contacting Lightnet, however the level of service and technical support will only be within the context of providing Voip service and therefore additional requests may result in the Customer being directed back to the manufacturer for more information.

Calls to the emergency services (999, 112, 911) area always available regardless of levels of call credit on the account. These calls should only be made in an emergency.