

# Aptus Broadband Terms and Conditions

## 1 DEFINITIONS

In this Agreement, unless the context clearly indicates otherwise the following words and expressions shall have the meaning ascribed:

- 1.1 "Agreement" means this order form and terms and conditions;
- 1.2 "Authorised Installer" shall mean a person or company appointed by Aptus Broadband to install, adjust, maintain or repair the Equipment;
- 1.3 "Commencement Date" means the commencement of this Agreement;
- 1.4 "Equipment" means the equipment and/or any other item to include all fittings, accessories and modifications thereto from time to time provided as an essential part of providing the Service under this Agreement;
- 1.5 "Aptus Broadband" shall mean Aptus Limited;
- 1.6 "Minimum Subscription Period" means the term commencing on date of installation of the Equipment and the date twelve (12) months thereafter;
- 1.7 "Notice Date" means the date 30 (thirty) days after written notice is given to the Aptus Broadband by the Subscriber requesting the removal of the Equipment;
- 1.8 "Parties" or "the Parties" means the Subscriber and Aptus Broadband including its assignees;
- 1.9 "Premises" means the location at which the Subscriber receives the Services and where the Equipment is installed;
- 1.10 "Service" means an Internet Protocol (IP) based internet connectivity service provided by the Aptus Broadband, connecting the Subscriber to the Internet via the Aptus Broadband's network, including such additional services as may be subscribed to by the Subscriber;
- 1.11 "Subscriber" shall mean the party to whom Aptus Broadband is providing the Service;
- 1.12 "Subscription" means the amount payable to Aptus Broadband for the provision of Service and the use of the Equipment together with any Value Added Tax and any other taxes (at applicable rates from time to time);
- 1.13 "Subscription Period" means the entire term of this Agreement, which shall automatically continue after the Minimum Subscription Period until cancelled by either Party upon thirty (30) days' notice.

## 2 GENERAL TERMS

- 2.1 Aptus Broadband supplies a Service and /or Equipment to the Subscriber, pursuant to this Agreement. Aptus Broadband hereby grants use of the Equipment to the Subscriber, which accepts such use on the terms and conditions as set out in this Agreement.
- 2.2 This Agreement contains the entire agreement between the Parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all Parties to this Agreement or their duly authorised representatives.
- 2.3 No indulgence, leniency or extension of time which Aptus Broadband may grant or show to the Subscriber, shall in any way prejudice Aptus Broadband or preclude Aptus Broadband from exercising any of its rights in the future.
- 2.4 The Subscriber acknowledges that this Agreement was fully completed and the particulars set forth therein are true and correct.

## 3 ACCEPTANCE AND INSTALLATION

- 3.1 The Subscriber acknowledges that the basis of this Agreement is that:
  - 3.1.1 The Subscriber shall at its own cost ensure that the Premises is suitable for the installation, use and accommodation of the Equipment;
  - 3.1.2 If the Subscriber is not the owner of the Premises on which the Equipment will be installed, it is the Subscriber's responsibility to ensure they have received written authorisation from the owner to install the equipment at the premises, prior to installation;
  - 3.1.3 In order to facilitate delivery, the Subscriber shall grant access to the Premises to allow for installation (and subsequently for repair and maintenance) of the Equipment. Should the Subscriber fail to grant access to the Premises, the Subscriber shall be responsible for reasonable costs associated with the labour time lost, and Aptus Broadband shall not be responsible for non provision of Services as a consequence;
- 3.2 All risk of loss and damage in and to the Equipment shall from the date of delivery to the Subscriber vest with the Subscriber.
- 3.3 Aptus Broadband will make every possible endeavour to maintain constant access to the Service and ensure that it is available for use by the Subscriber. However Aptus Broadband cannot be held responsible for accidental non-availability for outages of services, or for unforeseen interruptions to service.

## 4 PAYMENT OF CHARGES

- 4.1 The Subscriber shall pay the Subscription to Aptus Broadband in the amount stipulated in the order form monthly in advance.
- 4.2 The Subscriber shall only pay such portion of the monthly subscription fee as is equal, pro-rata, to the number of days which remain in that month in relation to the total number of days in that month
- 4.3 The Subscription may increase or decrease at such times and rates as may be notified from time to time, subject to the restrictions during the Minimum Subscription Period, as detailed in Clause 6.3
- 4.4 Aptus Broadband shall be entitled and is hereby specifically authorised to, at its election, either immediately cancel this Agreement and/or suspend the supply of Services to the Subscriber and/or to recover the Equipment (as provided for in this Agreement), upon failure by the Subscriber to pay the Subscription or breach of the terms of this Agreement.
- 4.5 Should a Subscriber's payment fail for any reason that is due to the Subscriber, Aptus Broadband shall apply an administration charge of €10 for each and every event of failure.
- 4.6 Should it arise that a Subscriber's service is disconnected by Aptus Broadband following continued payment failures, or non-payment, a reconnection charge of €25 shall be levied and must be paid by the Subscriber prior to reconnection by Aptus Broadband.
- 4.7 Should the Subscriber ever be occasioned to pay to Aptus Broadband any ancillary amount, as is not provided for in this Agreement, then such amount shall be paid directly to Aptus Broadband over and above the charges set out in this Agreement.
- 4.8 Should the Service not be available as a result of damage to the Equipment by the Subscriber, whether inadvertently or intentionally, the Subscriber shall still be liable for the full Subscription during such period where the Service is not available to the Subscriber

## 5 SERVICE

- 5.1 Aptus Broadband customer care number is 059 9158030
- 5.2 Critical Network issues and outages shall be reported via Aptus Broadband customer care number as described in Clause 5.1. Aptus Broadband shall take action to resolve as quickly as is reasonably possible to do so.
- 5.3 Aptus Broadband customer care is available during office hours Monday to Friday 9:00AM to 5:30PM excluding public holidays
- 5.4 No refund is available for service outage, however Aptus Broadband will take action to resolve all service issue as quick as is reasonably possible

## 6 UPGRADE

- 6.1 The Subscriber shall be entitled with the written approval of Aptus Broadband to upgrade the Service on the basis that:
  - 6.2 the Subscriber shall have given Aptus Broadband at least 7 (seven) days prior written notice of its intention to upgrade; and
  - 6.3 the Subscriber shall at the time of giving such notice have complied with all the terms and conditions of this Agreement and shall continue to do so; and
  - 6.4 the Subscriber shall sign all documentation necessary to give force and effect to such upgrade; and
  - 6.5 the Subscriber shall accept all amendments, where necessary, to any charges stated in the order form due and payable to Aptus Broadband as are then occasioned by the Subscriber exercising its upgrade option.

## 7 DURATION

- 7.1 The Subscriber will have, a "cooling off period" of 7 (seven) working days from the date the order is placed by the Subscriber, to cancel this Agreement. The Subscriber must send such cancellation notice in writing to Aptus Broadband.
- 7.2 After the Minimum Subscription Period expires the Agreement may be terminated by either party, giving the other 30 days' prior notice. The Subscriber must pay the Subscription up to the end of that 30 day notice period.
- 7.3 If the Subscriber terminates this Agreement before the end of the Minimum Subscription Period other than in the circumstances outlined in paragraph 8.1 the Subscriber must pay immediately the balance of the Subscription due for the rest of the Minimum Subscription Period
- 7.4 If, during the Minimum Subscription Period, Aptus Broadband, following 7 days notice to the Subscriber, either increases the Subscription by a total of more than 10% or makes significant changes to the Services, the Subscriber may terminate this Agreement by giving at least 30 days notice in

- 7.5 writing. If no notice of such intention to terminate is received within 30 days, the Subscriber will be deemed to have accepted the increase in charges and/or the changes to the Service
- Aptus Broadband provides the Services under a license granted by ComReg. Aptus Broadband may terminate this Agreement with immediate effect by giving written notice if the License is revoked or otherwise terminated for any reason whatsoever.

## 8 OWNERSHIP OF THE EQUIPMENT

The Equipment is and shall remain the property of Aptus Broadband and the Subscriber shall not be entitled to acquire ownership during or after termination of this Agreement.

## 9 INSURANCE

- 9.1 The Subscriber shall, unless otherwise agreed to by the Parties in writing, for the period of this Agreement, cover the risk of loss and damage to the Equipment.
- 9.2 If after the Commencement Date the Equipment or any part thereof is lost, stolen or damaged, irrespective of the cause, then the Subscriber shall immediately notify Aptus Broadband in writing within 5 (five) days of the happening or becoming aware of any such event.
- 9.3 The Subscriber absolves Aptus Broadband from any liability for all costs in respect of the repair and/or replacement of the Equipment that are not fully or all recovered from the Subscriber.

## 10 THE SUBSCRIBER'S RESPONSIBILITIES

- 10.1 The Subscriber shall;
  - 10.1.1 if not the owner of the Premises, obtain all requisite notices and consents from the owner of the Premises prior to installation of the Equipment. Aptus Broadband shall assume no liability whatsoever arising from the failure of the Subscriber to procure the same.
  - 10.1.2 promptly notify Aptus Broadband in writing if the Equipment is to be moved to premises not being the Premises. Aptus Broadband provides no warranty of connectivity to the Services at such new premises, and assumes no liability whatsoever if it is unable to provide the Services at the new premises. In such a case the Service shall terminate upon the date upon which Aptus Broadband is given access to de-install the equipment. If this occurs prior to the expiry of the Minimum Subscription Period, the Subscriber shall be liable in full for the charges in respect of the remainder of the Minimum Subscription Period.
  - 10.1.3 not move the Equipment from the site or location of its installation without the prior written consent of Aptus Broadband, which consent shall not be unreasonably withheld;
  - 10.1.4 not make any alteration or modification to the Equipment without Aptus Broadband's written consent.
  - 10.1.5 keep the Equipment free from the claim of third parties and from attachment; shall not alienate, transfer or encumber the Equipment either in part or as a whole or allow any lien to arise in respect thereof;
  - 10.1.6 advise the owner of the Premises of Aptus Broadband's ownership of the Equipment and prior to the signing hereof advise Aptus Broadband of the name and address of the owner (and any subsequent owner) where the Equipment is installed whereupon Aptus Broadband shall be entitled to notify such persons in writing of its rights in the Equipment and shall be allowed to inspect the Equipment at all reasonable times.

## 11 MAINTENANCE

- 11.1 The Subscriber shall take reasonable care in the use of the Equipment and shall at its own cost and expense maintain the Equipment in proper working order and protect it from loss and damage.
- 11.2 The Aptus Broadband shall, at its own cost, remedy any damage to the Equipment caused by faulty workmanship or defects in the Equipment provided that the Equipment was installed by the Aptus Broadband or by an Authorised Installer approved by the Aptus Broadband

## 12 INDEMNITY AND LIMITS OF LIABILITY

- 12.1 The Subscriber hereby indemnifies and holds Aptus Broadband harmless against any and all losses, injury, damage, fines, penalties and claims of whatsoever nature and howsoever arising from or connected with the Equipment, or the use or possession thereof and whether or not such claims are caused by any act or omission of the Subscriber or anyone else
- 12.2 Liability is neither restricted nor excluded for:
  - 12.2.1 death or personal injury resulting from any act or omission by Aptus Broadband or the acts or omissions of Aptus Broadband representatives or contractors while acting on its behalf; or
  - 12.2.2 direct physical damage to the Subscriber's personal property to an amount not exceeding €1,000 in respect of any one event or series of connected events where such damage arises from Aptus Broadband's own negligence, or the negligence of its employees, representatives or contractors while acting in the course of employment by Aptus Broadband; or
  - 12.2.3 any statutory obligations which cannot by law be excluded or restricted including any liability arising by virtue of Sale of Good and Supply of Services Act 1980
- 12.3 Aptus Broadband will not be liable for any unforeseen, consequential or indirect loss, loss of profits, business, revenue, 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.
- 12.4 Aptus Broadband shall not be liable for failure to comply with undertakings under this Agreement if hindered from doing so by something outside its reasonable control. Matters outside its reasonable control will include but not be 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 leased or rented telecommunications services or network or other operators, and the Internet.

## 13 PROCEDURE ON TERMINATION

- 13.1 Upon the termination of this Agreement for any reason whatsoever, the Subscriber shall forthwith allow Aptus Broadband to recover the Equipment, together with all documents as are in the Subscriber's possession relating to the Equipment from the Subscriber.
- 13.2 The Subscriber shall be obliged, at his own risk and expense, to immediately return the Equipment to Aptus Broadband at the address to be nominated by Aptus Broadband, fair wear and tear excepted.

## 14 BREACH

- 14.1 Should the Subscriber:
  - 14.1.1 default in the payment of any amounts when they are due under the terms of this Agreement; or
  - 14.1.2 fail to observe any other of the terms, conditions and/or obligations (all of which are agreed to be material) of this Agreement or of any other agreement with Aptus Broadband; or
  - 14.1.3 be sequestrated or placed under judicial management or be wound up, provisionally or finally, or abandon the Equipment, or allow the Equipment to be seized under any legal process;
- 14.1.4 do or suffer to be done anything which might prejudice Aptus Broadband's rights under this Agreement or which might cause Aptus Broadband to suffer any loss or damage; then upon the occurrence of any one or more of these events, Aptus Broadband shall be entitled to take one or more of the following actions:
  - 14.2 immediately terminate this Agreement, suspend the Service, take possession of the Equipment, recover from the Subscriber payment of all such amounts due at the date of cancellation, retain all monies already paid by the Subscriber and claim all outstanding amounts which would have been due until expiry of this Agreement and to recover all costs, including legal costs.
  - 14.3 In the event of termination of this Agreement in terms of this paragraph 13 the Subscriber shall be obliged, at his own risk and expense, to immediately return the Equipment to Aptus Broadband at the address to be nominated by Aptus Broadband.

## 15 ASSIGNMENT AND DELEGATION

- 15.1 The Subscriber shall not cede any of his rights nor delegate any of his obligations hereunder without the prior written consent of Aptus Broadband.
- 15.2 Aptus Broadband shall be entitled to transfer to any third party at its absolute discretion all or any of its rights under this Agreement, including its rights of ownership in the Equipment, either absolutely or as collateral security. This clause shall be irrevocably deemed to constitute formal notice of such cession by Aptus Broadband to the Subscriber. All rights in this Agreement recorded in favour of Aptus Broadband shall on cession pass to the benefit of the cessionary, who shall then be capable of enforcing such rights against the Subscriber who then shall:
  - 15.2.1 hold the Equipment on behalf of and in accordance with the instructions and directions of the cessionary;
  - 15.3 Aptus Broadband shall be entitled to delegate all or any of its obligations under this Agreement to any third party at its absolute discretion.

## 16 JURISDICTION

16.1 This Agreement shall in all respects be governed and construed in accordance with the laws of the Republic of Ireland and all disputes, actions and other matters in connection therewith shall be determined in accordance with such laws.

## 17 NOTICES

17.1 Each of the Parties chooses, for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from this Agreement, their respective addresses as set forth on the order form.

## 18 COSTS

18.1 Each party shall bear their own costs related to the preparation or completion of this Agreement.

## 19 SPECIFIC TERMS AND CONDITIONS

- 19.1 When Subscribers use the Service for Internet access, they may not:
- 19.1.1 resell or provide access to the Service or to any other Aptus Broadband service to any third parties or parties not located on the same premises, without the prior express written consent of Aptus Broadband. Breach of this provision may result in immediate suspension of the Service until the problem is corrected;
- 19.1.2 restrict or inhibit any other user from using the Internet;
- 19.1.3 post or transmit any unlawful, threatening, abusive, libellous, defamatory, vulgar, obscene, indecent, pornographic, profane, hateful, bigoted or otherwise objectionable information of any kind, including without limitation any transmissions, constituting, or encouraging conduct that would constitute, a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation export and import control laws and regulations;
- 19.1.4 post or transmit any information or software that contains a Trojan, worm, virus or other harmful component;
- 19.1.5 post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Services for commercial purposes;
- 19.1.6 upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other materials, or other proprietary right, or derivative works without obtaining permission of the copyright owner or right holder;
- 19.1.7 upload, post, publish, reproduce, transmit or distribute in any way any component of the Services or derivative works, as are copyrighted as a collective work under European, Irish or International copyright laws;
- 19.1.8 remove or alter copyright management information including, without limitation, name or identification information of the author or owner, copyright note or terms & conditions for use of a work;
- 19.1.9 avoid, bypass, remove, deactivate or circumvent by any means, any process or system such as copy protection systems that are intended to protect the rights of a copyright owner;
- 19.1.10 send unsolicited e-mail that causes complaints from the recipients of the unsolicited e-mail;
- 19.1.11 send large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (also known as "spamming" or "mailbombing");
- 19.1.12 make any unauthorized attempt to gain access to any account or computer resource not belonging to that user (also known as spoofing);
- 19.1.13 obtain or attempt to obtain Services by any means or device with intent to avoid payment;
- 19.1.14 make any unauthorized access, alteration, destruction, or any attempt, of any information of any Aptus Broadband customers or end-users by any means or device;
- 19.1.15 Knowingly engage in any activities that will cause a denial of Services (DoS) (e.g., synchronized number sequence attacks) to any Aptus Broadband customers or end-users, or any other person;
- 19.1.16 Use Aptus Broadband's products and services to interfere with the use of Aptus Broadband's network by other customers or authorized users or any other person;
- 19.1.17 Violate the law or aid another in any unlawful act
- 19.1.18 Run programs or servers that provide network services to others through the Services ("web hosting"), which includes, but is not limited to, operating a web/mail/ftp server to serve external connections, unless that right has been incorporated into this Agreement;
- 19.1.19 Use the Services in such a way as to impair or degrade the operation or performance of the Services and/or Aptus Broadband's network, including but not limited to abusive or excessive use.
- 19.1.20 Use the service for any type of peer to peer .or file sharing applications such as but not exclusive to limewire, bearshare, bit torrent, microtorrent or any other type of peer to peer files sharing or torrent application
- 19.2 Except for information, products or services clearly identified as being supplied by Aptus Broadband, Aptus Broadband does not operate or control any information, products or services on the Internet.
- 19.3 Except for information, products or services clearly identified as being supplied by Aptus Broadband, Aptus Broadband does not operate or control any information, products or services on the Internet.
- 19.4 The Internet contains unedited materials that Subscribers may find offensive or objectionable. Subscribers access such materials at their own risk. Aptus Broadband has no control over and accepts no responsibility for these materials. Subscribers may wish to utilize software designed to limit access to certain material on the Internet.
- 19.5 All content, including but not limited to trademarks and taglines identifying Aptus Broadband or its affiliates, graphics, images, content, button icons, and service names are solely Aptus Broadband's property, that of its operating companies or others.
- 19.6 Aptus Broadband's logo may not be used by the Subscriber for any purpose whatsoever unless the intended use of the logo is approved in advance by Aptus Broadband in writing.
- 19.7 Aptus Broadband reserve the right to seek all remedies available at law, in equity or under international copyright laws for violations of these Terms and Conditions, including the right to block access to a particular Internet address or site.
- 19.8 Aptus Broadband is not responsible for content or policies available on other sites linked to its site. Use of any links to other webpages, is at the Subscribers own risk.
- 19.9 The Subscriber Understands That They May Be Held Liable Both Under Civil And Criminal Law For Infringements Of The Intellectual Property Rights Of Others. Subscribers May Be Held Liable For All Actual Damages and Profits, Legal Fees, Costs, Or The Court May Award Statutory Damages Under The Copyright Act. Criminal Liability Can Also Include Fines and Imprisonment.
- 18.1 Aptus Broadband may take any action it deems appropriate without notice to protect the Services and its facilities for provision of the Services. If Aptus Broadband denies Subscribers access to Services pursuant to this Section, Subscribers
- 19.10 will have no right (1) to access through Aptus Broadband to any materials stored on the Internet, or (2) to access third party services, merchandise or information on the Internet through Aptus Broadband, and Aptus Broadband will have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility to any consequences resulting from lack of notification.
- 19.11 Aptus Broadband has no obligation to monitor Services. Subscribers agree that Aptus Broadband has the right to monitor Services electronically from time to time, and consent to Aptus Broadband's access, use and disclosure of any information as necessary to satisfy any law, regulation or other governmental request, to operate Services properly, to improve Services, or to protect itself or its customers. Aptus Broadband reserves the right to refuse or to remove any information or materials, in whole or in part, that in its sole discretion are unacceptable, undesirable, or in violation of this Agreement. (A copy of our Privacy Policy is available from our website or upon request)
- 19.12 If Subscribers wish to make purchases on the Internet, they may be asked by the merchant or Aptus Broadband from whom they are making the purchase to supply certain information, including credit card or other payment mechanism information. Unless Aptus Broadband is a party to such transaction however, Aptus Broadband disclaims any and all liability for any failure or duplication of such a transaction as a result of any cause whatsoever, including disruption of the Service for any cause whatsoever.
- 19.13 Aptus Broadband Internet service is provided on an as is, as available" basis. Subscribers release Aptus Broadband from and Aptus Broadband shall have no liability or responsibility for any direct, indirect, incidental, or consequential damages suffered by any Subscriber in connection with their use of or inability to use Aptus Broadband's services including, but not limited to, damages from loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions, or due to inadvertent release or disclosure of information sent by them even if the same is caused by Aptus Broadband's own negligence. Aptus Broadband specifically disclaims any responsibility for the accuracy or quality of information obtained through its Service.
- 19.14 Any network address assignments issued by Aptus Broadband (i.e., Class C address Internet Protocol numbers) are the property of Aptus Broadband and are considered to be loaned to its customers. In the event service with Aptus Broadband is discontinued for any reason, such IP addresses will revert to Aptus Broadband
- 19.15 Aptus Broadband customer account descriptions in some cases may specify limits on bandwidth or simultaneous network connections for residential Subscribers, and use up to these limits is included in the price for that type of customer. In the event Aptus Broadband determines that a residential Subscribers is exceeding the bandwidth, or number of simultaneous network connections, the residential Subscriber will be notified by email. If the excess use continues for more than 48 hours

after such notification, the residential Subscriber may be requested to upgrade to the appropriate service level agreement or to modify the activity creating the excess use. If excessive bandwidth or simultaneous network connections is determined by Aptus Broadband to adversely affect Aptus Broadband's ability to provide service for all Subscribers, immediate action may be taken to alleviate the problem. In such event, the residential Subscriber will be notified by email as soon as practicable.

19.16 If any provision of this Agreement 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 this Agreement. The remaining provisions of this Agreement 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.

19.17 Aptus Broadband reserves the right to revise the terms of this Agreement at anytime upon giving reasonable notice to the Subscriber. We shall indicate on Aptus Broadband's web site the date of the last revision of the terms of this Agreement. Such changes will take immediate effect when they are posted on this site, or upon such date as may be reasonably notified.

## 20 PERSONAL DATA

20.1 Aptus Broadband respects and protects its Subscribers right to privacy in accordance with the Data Protection Acts 1988 and 2003. Any information obtained by Aptus Broadband through an application for the Service may be accessed and used by Aptus Broadband for the purposes of performing its obligations under this Agreement and for administration, risk assessment, market research, marketing, debt recovery and credit checking purposes, accurate billing and efficient operation of the Service. The Subscriber shall be deemed to have given consent for the use of their information for such purposes. For full details of how Aptus Broadband uses the information it collects, and under what circumstances we disclose information, please read the Aptus Broadband Privacy Statement which is hereby incorporated into and forms part of this Agreement.

## 21 APTUS PHONE General Terms and Conditions

- 21.1 Aptus Broadband customer care number is 059 9158030
- 21.2 Aptus Broadband tariffs for the Aptus Phone, as amended from time to time, also form part of the Agreement. We reserve the right to alter such tariffs and shall notify the Customer of any increase in price by notice in writing and/or via national newspapers and /or via email and/or on the customer bill 5 days in advance of the effective date
- 21.3 You shall be charged monthly in advance for usage of the Service(s). Applicable Value Added Tax shall be stated clearly in the bill. As some usage takes longer to rate, you may be billed for charges incurred in a prior billing period. Apts reserve to change this if required
- 21.4 All sums due to us shall be paid in full by you in advance by Direct Debit from your bank account
- 21.5 Should you disagree with any charges shown on your bill, you are requested to write or phone us before the date that payment is due. If the charges are incorrect, we shall amend and re-issue the bill with a new date for payment. Otherwise the full amount remains due.
- 21.6 Other than in a case of manifest error by Apts, all charges shall be calculated by reference to the data recorded or logged by Apts. Apts's determination in respect thereof is final
- 21.7 Use of the Service – General

## 22 APTUS PHONE GENERAL USE OF SERVICE

- 22.1 The Customer undertakes not to use the Service
- 22.1.1 for any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the Service, nor allow others to use the Service for any of the foregoing purposes; or
- 22.1.2 for the transmission of any material which is, may be or is intended to be a hoax or is of a defamatory, offensive, abusive, obscene or menacing nature; or
- 22.1.3 for the infringement of intellectual property rights or trade secrets of another party; or
- 22.1.4 for the processing of automated personal data as defined in the Data Protection Act, 1988.
- 22.1.5 we shall ensure that all persons having access to the Service comply with the terms and conditions herein stated
- 22.1.6 You shall comply with all reasonable instructions given to you by us in relation to the use of the Services
- 22.1.7 You shall indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses and proceedings howsoever arising from or in any way connected with the use of the Service

## 23 Use of Aptus Phone Service – Surcharges/Fair Usage

- 23.1 In respect to Unlimited Local, National and UK Landline calls - free calls are conditional upon disconnecting before the 60th consecutive minute and re-dialling. Calls lasting longer than 60 minutes are chargeable calls.
- 23.2 Call connect fee of 4cent applies to all call
- 23.3 Calls are billed in minute increments
- 23.4 Fair usage applies. Apts deems fair usage to be :
- 23.3.1 Local and National Calls - Not to exceed 8 hours per month
- 23.3.2 UK landline Calls - Not to exceed 8 hours per month
- 23.3.3 Total of Local, National and UK Landline calls shall not exceed 12 hours per month
- 23.3.4 Exceeding Fair Usage limits will result in billing at Apts standard Local, National and UK landline rates
- 24 Apts Phone Liability
- 24.1 Apts Broadband shall not be liable for any delay, failure, interruption, or deterioration therein, howsoever arising
- 24.2 Apts Broadband shall make reasonable efforts to prevent unauthorised access to the Service by third parties but shall have no liability to the Customer for any unauthorised access to the Customer's Equipment.
- 24.3 Apts Broadband shall not be liable for any loss or damage of any kind caused by the failure of the Service or Equipment due to the incompatibility with the Service of equipment supplied by you. Neither shall any third party, with whom Apts or any of its Affiliates have entered into arrangements with for the provision of services, networks, equipment, way leaves or rights of passage, have any liability to you, howsoever arising, as a result of the failure, interruption or delay connected with or involving any of the aforementioned
- 24.4 Apts Broadband shall not be liable to you or any third party in contract, tort or otherwise for any financial loss whatsoever or for any indirect or consequential loss howsoever arising in relation to the use of the Service or the Equipment or any failure or error or default by us in the provision thereof, or otherwise in connection with this Agreement. Without prejudice to the generality of the foregoing, any and all liability arising under the Sale of Goods and Supply of Services Act 1980 is excluded to the fullest extent permitted by law
- 24.5 Apts Broadband shall have no liability under this Agreement for the acts and omissions of other telecommunication operators
- 24.6 Apts Broadband shall not be liable for claims arising out of a breach in the security or privacy of messages transmitted using the Service provided by us
- 24.7 This Clause 23.3 shall continue to apply notwithstanding termination of this Agreement

## 25 Apts Phone Confidentiality

25.1 Apts Broadband will endeavour to use appropriate security measures but accepts no liability with respect to call confidentiality

## 26 Apts Phone Emergency Calls

- 26.1 Emergency calls to 112, and 999 will be directed to the emergency services but no guarantee can be made about the reliability of these calls. Customers should especially be aware that power outages are likely to render computer equipment and Internet connectivity non-functional and therefore prevent use of the service for emergency calls.
- 26.2 It is recommended by Apts Broadband that customers do not rely totally on the Apts Phone services in cases of emergency and have a backup phone in the case of an emergency