

AHC networks Terms & Conditions

Please read the following terms and conditions.

1. Interpretation

"Acceptable Usage Policy" shall mean the usage policy as displayed on AHC networks' web site at www.ahcnetworks.com. This policy may be amended by AHC networks from time to time.

"Access Provider" shall mean the company that provides the physical single Network Termination Point.

"Affiliate" shall mean a holding company, group company, or subsidiary direct or indirect, or a company which is under the common control with the company concerned.

"Agreement", shall mean these Terms and Conditions, the Acceptable Usage Policy, AHC networks' tariffs for the Service and the AHC networks Contract Form which together constitute a legally binding agreement between AHC networks and the Customer. The Agreement shall come into force once the Customer commences to use the Service as determined by us.

"AHC networks", "we", or "us" shall mean the provider of the Service being Advance Home Control Limited trading as AHC networks and in this agreement referred to as AHC networks of Carrig Rua, Enniskeane, Co. Cork.

"AHC networks Service" shall mean the internet service whereby the Customer agrees to purchase a specific grade of internet connection from AHC networks.

"AHC networks' Web Site", is available at www.ahcnetworks.com

"ComReg" the Commission for Communications Regulation (formerly ODTR), the national regulatory authority for the telecommunications market in Ireland.

"Connection Details" shall mean the password identity and or account formula including but not limited to user name and authorisation codes which are given exclusively to the Customer and the Customer's connected equipment identity (e.g. MAC address) collected from the Customer for the purposes of gaining access to the Network.

"Connection Software" shall mean all software provided on the PC to the Customer under licence to facilitate connection to AHC networks' Internet Service(s) where required.

"Customer" shall mean the person using the Service ("Customer" or "you").

"Customer Equipment" means all computer hardware, software, cabling, apparatus and facilities provided by the Customer to enable the Customer to link to the Network Connection.

"Network" shall mean the telecommunications system owned and operated by AHC networks in accordance with its licence granted by ComReg.

"Network Connection" means all AHC networks' cabling, interface panels, cabinets, systems, apparatus, facilities and any other equipment which may be utilised by AHC networks to provide the Service.

"NTP" means a network terminating point, which is the physical point at which traffic exits the Service.

"Service" shall mean any service offered by AHC networks.

2. Assignment

- 2.1 AHC networks may assign this Agreement to an Affiliate of it without consent.
- 2.2 The Customer shall not assign this Agreement in whole or in part without the prior written consent of AHC networks.

3. No Waiver

- 3.1 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or enforcement thereof, or of any such right or any other right on any later occasion.
- 3.2 Any deficiency in the Customer's authority to avail of the Service or to use the Equipment shall not preclude reliance by AHC networks on any of its rights under this Agreement.

4. Notices

- 4.1 AHC networks reserves the right to forward correspondence to the Customer by electronic mail, at the email address provided by the Customer or at the option of AHC networks, notice. Notices given under this Agreement (including invoices sent by AHC networks to the Customer) must be in writing and may be delivered by hand or sent by telex, facsimile, email, or first class post to the addressee at the following addresses:
 - 4.1.1 to AHC networks at the address of the AHC networks office shown on the Customer Contract Form or any alternative address which AHC networks notifies to the Customer;
 - 4.1.2 to the Customer either to the Customer's billing address as provided on registration, or place same on the AHC networks' Web Site.
- 4.2 All written correspondence from AHC networks shall be deemed served 48 hours after posting or on earlier proof of delivery.

5. Service

- 5.1 For technical, operational and commercial reasons we shall be entitled to vary the Service and any aspect thereof at any time.
- 5.2 The AHC networks Service is provided utilizing licence exempt spectrum on a non-interference/non-protected basis. This means while the AHC networks system is not permitted to cause interference to other systems, it may not claim protection from interference from other systems operating in these bands. This may have implications for the quality of Service offered to Customers.
- 5.3 AHC networks and customers shall exchange Connection Details to enable provision of AHC networks' Internet Service.
- 5.4 AHC networks' customer care number is 023-39885. Up-to-date Customer Care details shall be maintained on AHC networks' Web Site.
 - 5.4.1 Critical Network issues and outages shall be reported via AHC networks' customer care channels as described in Clause 5. AHC networks shall take action to resolve all such issues as quickly as is reasonably possible to do so. The customer care channel shall be used as the mechanism to keep the Customer up to date on progress.
- 5.5 Where a Customer avails of a promotional offer and/or a joint offer with our partner(s), subject to eligibility and availability, alternative terms and conditions may apply.
- 5.6 AHC networks' "Terms & Conditions" and "Acceptable Usage Policy" shall be distributed using standard Notices practice as described in clause 4.
- 5.7 AHC networks provides a single Network Terminating Point (NTP) and a single IP Address. Installation involves placing a small Subscriber Module externally on the premises. An ethernet cable is used to connect same to the Customer Equipment. A single power socket is required beside the NTP to power an adapter which supplies power to the Subscriber Module.
- 5.8 AHC networks or its subcontractors reserves the right to charge an Installation Charge depending on level of difficulty of physical installation. In the event that such a charge is to be levied, that fact will be identified during a visit to the site by a representative of AHC networks prior to the installation visit.

6 Payment

- 6.1 AHC networks' tariffs for the Service(s), 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 such a change by notice in writing and/or via national newspapers and/or on the customer bill and/or on the AHC networks Web Site within a reasonable period in advance of the effective date.
- 6.2 The Customer shall be charged quarterly in advance for usage of the AHC networks Service. Applicable Value Added Tax shall be stated clearly in the bill.
- 6.3 All sums due to us shall be paid in full by direct debit mandate. Provision of the Service shall be conditional on the Customer making all necessary arrangements to pay for the Service by such means.
- 6.4 Should the Customer disagree with any charges shown on the Customer's bill, the Customer is requested to write or phone us within fourteen days of the bill date of a disputed bill. 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.
- 6.5 Other than in a case of manifest error by AHC networks, all charges shall be calculated by reference to the data recorded or logged by AHC networks. AHC networks' determination in respect thereof is final

7. Fair Usage Policy

AHC networks monitors Customer usage to ensure equal and fair usage for all of AHC networks' Customer base. In order to ensure Customer quality per grade of service Customers whose usage is particularly heavy for their selected grade, may experience throughput limitations. In order to facilitate heavy usage Customers, AHC networks offers a range of grades of service and reserves the right to adjust grade of service to reflect changes in pattern of usage. In the event of such an adjustment, AHC networks shall notify the Customer of the change electronically. Should the Customer wish to make representations in relation to the change, he should do so as soon as reasonably practicable.

8. General Use of the Service

- 8.1 The Customer undertakes not to use the Service or the Equipment:
 - 8.1.1 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
 - 8.1.2 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
 - 8.1.3 for the infringement of intellectual property rights or trade secrets of another party; or
 - 8.1.4 for the processing of automated personal data as defined in the Data Protection Act, 1988.
 - 8.1.5 in a manner which in the opinion of AHC networks, in it's absolute discretion, makes demands on the service or AHC networks' network or facility which are deemed of an abnormal or heavy nature when compared with the average use for the grade of service purchased from AHC networks.
- 8.2 The Customer shall ensure that all persons having access to the Service or the Equipment comply with the terms and conditions herein stated, and is responsible for any usage of any person having such access.
- 8.3 The Customer is bound to observe the confidentiality of the Connection Details and is therefore responsible for the security thereof.
- 8.4 The Customer shall observe the provisions of AHC networks' Acceptable Usage Policy as amended from time to time.
 - 8.4.1 The Customer acknowledges the right of AHC networks to make such amendments as it thinks fit from time to time.
 - 8.4.2 The Customer agrees to review the Acceptable Usage Policy on AHC networks' Web Site, on a regular basis and will accordingly accept responsibility for keeping up-to-date with all such changes.
- 8.5 The Customer shall ensure that all hardware, software, and equipment provided by the Customer for accessing the Service is maintained and kept in good working order.
- 8.6 The Customer shall comply and is bound by all conditions of the licence under which the Equipment is provided.

- 8.7 The Customer shall comply with all reasonable instructions given to the Customer by AHC networks in relation to the use of the Services.
- 8.8 The Customer shall inform AHC networks of change of name, address, email address, telephone number and all other details enabling provision of Service.
- 8.9 The Customer shall indemnify and hold AHC networks harmless against all liabilities, claims, damages, losses, expenses and proceedings howsoever arising from or in any way connected with the use of the Service or the Equipment.

9. Liability

- 9.1 AHC networks shall use all reasonable endeavours to ensure that the Service is available for use by the Customer in accordance with the standards then prevailing and which relate to the Service as set out in AHC networks' service literature, but shall not be liable for any delay, failure, interruption, or deterioration therein, howsoever arising.
- 9.2 AHC networks shall have no liability to the Customer for any unauthorised access to the Customer's Equipment or computer system. AHC networks Service provides an "always-on" connection to the Internet. AHC networks strongly recommends that all Customers take the necessary steps to protect the Customer's Equipment and computer system from unauthorized access or attack.
- 9.3 The Customer accepts that AHC networks has neither control over the content of, nor is responsible for, information that is transmitted and made available on the Internet and that the security of the Internet as a communication medium, or as a medium for purchasing or payment cannot be guaranteed.
- 9.4 AHC networks 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 hardware, software, and/or equipment supplied by the Customer.
- 9.5 AHC networks shall not be liable to the Customer 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.
- 9.6 AHC networks shall have no liability under this Agreement for the acts and omissions of other telecommunication operators and/or Internet Service Providers.
- 9.7 AHC networks shall not be liable for claims arising out of a breach in the security or privacy of messages transmitted using the Service provided by AHC networks unless the breach results from a wilful act or omission of AHC networks or its employees.
- 9.8 This Clause 9 shall continue to apply notwithstanding termination of this Agreement.

10. Termination

- 10.1 AHC networks may terminate the Agreement upon 60 days written notice to the customer and any such termination shall be effective on the expiry of such notice period, such notice to expire on or after the end of the Minimum Period.
- 10.2 Notwithstanding such termination any Customer of the AHC networks Service who seeks to terminate shall be liable to pay for up to and until the next billing date following such termination.
- 10.3 Without prejudice to its rights under this Agreement AHC networks shall have the right to terminate this agreement forthwith by ten days written notice in the event that the Customer is in material default of any of the Customer's obligations under this Agreement.
- 10.4 AHC networks shall have the right forthwith to terminate the Agreement for due reason, including, but not limited to:
 - 10.4.1 if the Customer is in breach of any of the provisions of Clauses 5, 6, 7 or 8 above
 - 10.4.2 if the Customer is in breach of any term of the Agreement or any information supplied by the Customer to AHC networks is false or misleading; or
 - 10.4.3 if AHC networks are obliged to comply with an order, instruction or request of Government, the Director of Telecommunications Regulation, an emergency service organisation or other competent authority; or

- 10.4.4 if the Customer is suspected of involvement with fraud or acts which are of defamatory, offensive, abusive, obscene, menacing, unsuitable or unlawful character in connection with use of the Service.
- 10.4.5 if for technical or physical reasons it is not possible to provide the Service

11. Force Majeure

In the event of Force Majeure, neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments) nor be liable to the other party for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including, without limitation, any act of God, failure, interruption of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labour disturbance, acts or omissions of Government, highway authorities or other circumstances beyond the control of the parties.

12. Resolution of Customer Disputes

- 12.1 Non-payment of bills:
 - 12.1.1 Within fourteen days of the bill date of a disputed bill, AHC networks must receive from the Customer an itemised statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed to be correct and all amounts are due and owing to AHC networks.
 - 12.1.2 AHC networks shall review the Customer's statement, and shall issue a written initial determination within ten days after its receipt of the Customer's statement to set forth AHC networks' proposed resolution of the dispute.
 - 12.1.3 If the Customer is not satisfied with AHC networks' proposed resolution, the Customer must advise AHC networks in writing within ten days after the Customer's receipt of AHC networks' initial determination of the specific reasons for the dissatisfaction, and provide any additional information which the Customer deems pertinent or relevant to the dispute.
 - 12.1.4 Within ten days after AHC networks' receipt of additional information, AHC networks shall make its final determination and resolution based upon all documentation or information available to AHC networks.
 - 12.1.5 If the Customer continues to withhold any disputed amount determined to be owed to AHC networks, the Customer's account shall be deemed to be past due, and subject to termination as described in Clause 10.
- 12.2 AHC networks shall respond to all general Customer queries within a reasonable period.
- 12.3 Customer Disputes
 - 12.3.1 If any dispute or difference of any kind whatsoever (except for non-payment of sums due) arises between the Parties to this Agreement in relation to any thing or matter hereunder, the Parties will use their reasonable endeavours to settle the dispute as soon as possible in accordance with the following procedure:
 - 12.3.1.1 the Customer shall communicate their dispute in writing (together with any supporting documentation) to AHC networks' Customer Services representative within fourteen days of the occurrence of the event giving rise to the dispute; and
 - 12.3.1.2 where the dispute is not settled by AHC networks' Customer Services representative within fourteen days, the matter shall be referred to AHC networks' Customer Services Director who will endeavour to resolve the dispute between the Parties within a further period of twenty one days.
 - 12.3.2 If the dispute between the Parties is not settled by AHC networks' Customer Services Director within twenty one days then the matter shall be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators - Irish Branch and shall be an arbitration conducted in Ireland in the English language and governed by the Arbitration Acts, 1954 to 1998.

13. Use of Information

- 13.1 In accordance with the provisions of the Data Protection Act 1988, any information obtained by AHC networks or through the use of the Service (subject to the right of the Customer to request otherwise on the AHC networks Contract Form) may be used by AHC networks to provide the Customer with additional information relating to existing, improved or new products and services, including information relating to special offers, promotions or competitions of AHC networks, its associated and affiliated companies and/or third parties which we think that the Customer may find of Interest.
- 13.2 In accordance with the Data Protection Act 1988 any information obtained by AHC networks through an application for the use of AHC networks' Service may be accessed and used by AHC networks and its Affiliates for the purposes of accurate billing and efficient operation. The Customer shall be deemed to have given consent for the use of their information for such purposes. The use of such information for purposes other than billing and operation shall be subject to the Customer's consent as given on the AHC networks Contract Form.
- 13.3 Any information so obtained may be disclosed by AHC networks to any person where this is necessary for the provision of the Service or to any person who assumes the rights of AHC networks under this Agreement and to any credit reference agency or bureau.

14. Service Level Agreement

Should the availability of the service fall below specified levels the Customer shall be entitled to service credits in accordance with the following:

- 14.1 When connectivity is not available to the Customer (Critical fault), AHC networks will record the time that the unavailability starts and stops.
- 14.2 Service-affecting faults are those which involve a complete loss or significant degradation in data transmission capability
- 14.3 Timing begins when an issue is brought to the attention of AHC networks customer service e.g. call from Customer
- 14.4 Timing stops when the Service is agreed to have been successfully restored by AHC networks, such agreement not being unreasonably withheld by the Customer
- 14.5 If AHC networks is prevented from resolving a fault through the actions or inactions of the Customer or third parties acting on their behalf or for any reason outside AHC networks' reasonable control, AHC networks will not be liable to provide compensation.
- 14.6 Connection Availability (CA) is calculated on a calendar month basis for simplicity, on the assumption that there are 30 days (720 hours) in each month.
 $CA = (\text{Number of hours connection was available during month} / \text{Total number of hours in month (720)}) * 100\%$
- 14.7 Connection unavailability resulting from planned outages is not included in service availability calculations
- 14.8 Similarly connection unavailability resulting from the actions (or inactions) of the Customer or third parties acting on their behalf or for any reason outside of AHC networks' control will not result in a liability for compensation.
- 14.9 Availability Compensation tables as follows:

% Monthly Availability	Equivalent Time	Service Credits
93%	48hrs	10% of MRC

Table 14.1 Home Services

% Monthly Availability	Equivalent Time	Service Credits
99.44%	4hrs	10% of MRC
98.88%	8hrs	20% of MRC

Table 14.2 Business Services

% Monthly Availability	Equivalent Time	Service Credits
To Be Discussed	To Be Discussed	To Be Discussed

Table 14.3 Enterprise Services

- 14.10 At the end of each billing quarter, credits are calculated and credited against the next customer invoice.
- 14.11 The maximum monthly compensation under this SLA is thirty days free service.
- 14.12 AHC networks reserves the right to amend this SLA from time to time, with the provision that customers will have the right to terminate their contracts on 30 days notice following such an amendment, if the changes result in a material reduction in the service levels provided or the size or nature of the compensation, AHC networks is liable to make.

- 14.1 If any provisions of the Agreement are held to be unenforceable, illegal or void in whole or in part the remaining portions of the Agreement shall remain in full force and effect.
- 14.2 This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.

15. Miscellaneous

- 15.1 If any provisions of the Agreement are held to be unenforceable, illegal or void in whole or in part the remaining portions of the Agreement shall remain in full force and effect.
- 15.2 This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.