

TERMS AND CONDITIONS - BROADBAND

1 DEFINITIONS

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

1.1 "Acceptable Usage Policy" means the policy specifying actions deemed unacceptable usage under this Agreement, published on <http://www.ripplecom.net/> (the "Website") as may be amended extended or replaced by Ripplecom from time to time and which is hereby incorporated into this Agreement by reference;

1.2 "Agreement" means this contract between Ripplecom and the Subscriber (including the terms and conditions of the contract arising out of this document (as amended, extended or replaced by Ripplecom from time to time) the Customer Authorisation Form and The Acceptable Usage Policy);

1.3 "Consumer" means consumer as defined in the European Communities (Protection of Consumers in Respect of Contracts Made by Means of Distance Communication) Regulations, 2001 – i.e. a natural person who, as regards a distance contract, is acting for purposes which are outside that person's trade, business or profession

1.4 "Customer Authorisation Form" means either the paper form or the online form submitted by you to Ripplecom requesting provision of the Equipment and the Service or if you order by telephone, a form completed by the Ripplecom representative containing the details we require from you to enable us to provide you with the Service;

1.5 "Equipment" means, subject to clause 3.7 hereof, such standard equipment installed by the Authorised Installer in the Premises to enable Ripplecom supply the Services to the Subscriber (and including all replacements thereof and all cabling fittings, accessories, upgrades and modifications thereto from time to time provided as a part of providing the Service under this Agreement). For the avoidance of doubt, the Subscriber acknowledges that a router does not form part of the Equipment. Ripplecom will be responsible for the in-life configuration and management of a Ripplecom supplied router during its useful lifetime. Ripplecom shall be responsible for replacement of same during the warranty period in the event of a fault. If the Subscriber provides their own router then the Subscriber shall be responsible for management and configuration of same;

1.6 "Initial Payment" means the sums of money stipulated in the Customer Authorisation Form or as advised by a customer service representative as a one off payment being payable in advance of installation of service.

1.7 "Minimum Subscription Period" means the term commencing on date of installation of the Equipment in the Premises and ending as per the contract duration indicated on the Customer Authorisation Form;

1.8 "Parties" or "the Parties" means the Subscriber and Ripplecom including their assignees;

1.9 "Premises" means the location identified on this Agreement as the "Installation Address" at which the Subscriber receives the Services and where the Equipment is to be installed;

1.10 "Ripplecom" means Ripple Communications Limited having its registered offices at Houston Hall, Ballycummin Avenue, Raheen Business Park, Limerick;

1.11 "Services" means an all data connectivity services provided by Ripplecom, including connecting the Subscriber to the Internet at the Premises via Ripplecom's network, including any such additional services as may from time to time be subscribed by the Subscriber to Ripplecom;

1.12 "Subscriber" shall mean the party to whom Ripplecom is providing the Services under the Agreement;

1.13 "Subscriptions" means the amounts payable to Ripplecom by the Subscriber for the provision of Services and the use of the Equipment together with any Value Added Tax and any other taxes (at applicable rates from time to time);

1.14 "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 written notice in accordance with the terms of this Agreement.

2 GENERAL TERMS

2.1 Ripplecom supplies Equipment and Services to the Subscriber, pursuant to this Agreement and the Subscriber agrees to purchase the Services from Ripplecom for the Minimum Subscription Period on the terms and conditions set out herein. Ripplecom hereby grants the Subscriber the right to use the Equipment and the Services in accordance with the terms of this Agreement. Insofar as this Agreement is not terminated during the Minimum Subscription Period it shall continue after the Minimum Subscription Period from month to month until terminated by the Subscriber or Ripplecom by serving notice on the other in accordance with the terms hereof.

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. **2.3** No indulgence, leniency or extension of time which Ripplecom may grant or show to the Subscriber shall in any way prejudice Ripplecom or preclude Ripplecom from exercising any of its rights in the future. **2.4** The Subscriber acknowledges that it has read, understood and agrees to be bound by the terms of this Agreement. The Subscriber further represents to Ripplecom that the

particulars set forth herein are true and correct.

2.5 Ripplecom will make all reasonable commercial efforts to maintain access to the Services and to ensure that it is available for use by the Subscriber at the Premises. However Ripplecom will not be held responsible for temporary breakdowns by, or interruptions to, the Services.

2.6 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.

2.7 Ripplecom reserves the right to revise the terms of this Agreement at anytime. Ripplecom shall indicate on its website the date of the last revision of the terms of this Agreement. Such changes will take immediate effect when they are posted on this website, or upon such date as may be reasonably notified. Ripplecom recommends that the Subscriber prints off a copy of these terms and conditions and privacy statement for your own records. The parties agree that the fact that this Agreement may be stored or exchanged in electronic form shall not affect its validity.

2.8 Ripplecom reserves the right to publicly identify the Subscriber as a customer. This identification may include, but is not limited to, the inclusion of the Subscriber's registered or trading name, logo, trademark or identifying marks, in their proper form, in business development, promotional or marketing materials, both physical and digital.

3 ACCEPTANCE AND INSTALLATION

3.1 This Agreement shall come into force if the Subscriber's order is accepted by Ripplecom. Taking payment from your credit or debit card does not indicate acceptance. Acceptance of your order takes place at the point where such offer is expressly accepted by us by dispatching the Equipment/commencing Services.

3.2 If your credit card is debited before the contract is formed, and if your order is ultimately rejected, we will refund any monies debited from your credit card less an administration fee. If Ripplecom accepts your order, it will provide the Services to you from the date the Service is activated. Your use of the Service shall be deemed to be an acceptance by you of these terms and conditions. **3.3** You warrant that any information provided by you when placing your order is up-to-date, accurate in all material respects and is sufficient for us to fulfil your order; and that you have the legal capacity to enter into a contract. You are responsible for maintaining and promptly

updating your account information as necessary to ensure accuracy and completeness. **3.3** You warrant that any information provided by you when placing your order is up-to-date, accurate in all material respects and is sufficient for us to fulfil your order; and that you have the legal capacity to enter into a contract. You are responsible for maintaining and promptly updating your account information as necessary to ensure accuracy and completeness.

3.4 Any prices, quotations and descriptions made or referred to on the Ripplecom website are subject to availability, do not constitute an offer and may be withdrawn or revised at any time prior to our acceptance of your order.

3.5 While Ripplecom will make reasonable efforts to facilitate the efficient processing of your order, your order may be rejected (without liability) if for any reason Ripplecom is unable to process or fulfil your order.

3.6 The Subscriber acknowledges that the basis of this Agreement is that: **3.6.1** The Subscriber shall, at its own cost, ensure that the Premises are suitable for the installation, use, accommodation and preservation of the Equipment; **3.6.2** Insofar as the Subscriber is not the owner of the Premises on which the Equipment is and/or will be installed, the Subscriber warrants to Ripplecom that the Subscriber has received unconditional authorisation from such owner to install the Equipment at the Premises. The Subscriber acknowledges and agrees that he shall fully and effectively indemnify, and keep indemnified, Ripplecom against all losses, damages, costs and expenses incurred by Ripplecom as a result of the Subscriber's breach of this warranty; and; **3.6.3** The Subscriber shall grant access to the Premises to the Authorised Installer in order to facilitate delivery of the Equipment and to allow for the installation (and subsequently for repair and maintenance) of the Equipment and the Services.. Should the Subscriber at any time fail to grant such access to the Premises, the Subscriber shall be responsible for all reasonable costs and expenses thereby incurred by Ripplecom (including the labour time lost by Ripplecom), and Ripplecom shall not be responsible for any non provision of Services as a consequence.

3.7 The Subscriber acknowledges that the Premises may be located in an area that will not allow the provision of the Services solely by installation of the Equipment and that it may be necessary to install additional equipment to enable the Subscriber to avail of the Services. Ripplecom agrees to notify the Subscriber of the necessity of the installation of such additional equipment before installation of the same and the additional costs associated with such installation in advance. The Subscriber agrees that, if he shall agree to accept the Services notwithstanding such additional costs, he shall bear such additional costs associated with the additional Equipment over and above the Subscriptions and such

additional costs must be discharged to Ripplecom upon installation. All such additional equipment shall form part of the Equipment.

3.8 All risk of loss and damage in and to the Equipment shall, from the date of delivery thereof to the Premises, vest in the Subscriber who shall be liable to deliver up the same to Ripplecom on the termination or expiry of this Agreement.

4 PAYMENT OF CHARGES

4.1 Upon receipt of the Services, the Subscriber shall discharge to Ripplecom the sums of money stipulated in the Customer Authorisation Form or as advised by a customer service representative as being payable monthly in advance. Unless agreed otherwise by Ripplecom in writing with the Subscriber, this initial payment shall be made by way of credit card or laser card. Unless otherwise agreed in writing by Ripplecom, all other Subscriptions shall be paid by way of Direct Debit in the frequencies set out in this Agreement.

4.2 The Subscription may increase or decrease at such times and rates as may be notified to the Subscriber from time to time subject to the restrictions during the Minimum Subscription Period, as detailed in Clause 6.3.

4.3 Ripplecom shall be entitled at any time to immediately cancel this Agreement and/or suspend and/or disconnect the supply of Services to the Subscriber and/or to recover the Equipment upon failure by the Subscriber to pay the Subscriptions as they fall due or if the Subscriber is in breach of any of the terms of this Agreement.

4.4 Should a Subscriber's payment fail for any reason that is due to the Subscriber, Ripplecom shall be entitled to levy an administration charge on the Subscriber for each and every event of failure. Ripplecom shall be entitled to procure the payment of each such administration charge by Credit Card, Laser or Direct Debit.

4.5 The Customer agrees that Ripplecom shall not be obliged to provide a paper copy of any bill. Customers will be issued a summary itemised bill on-line. If the customer opts for a paper bill a charge per month shall apply.

4.6 Should it arise that any Services to the Subscriber are disconnected by Ripplecom as a result of a breach of the terms hereof, Ripplecom shall be entitled to levy a reconnection charge and require that same be paid by the Subscriber prior to reconnection by Ripplecom.

4.7 Should all or any of the Services cease to be available to the Subscriber as a result of any damage to the Equipment by the Subscriber, whether inadvertent or intentional, the Subscriber shall nevertheless remain liable for the full Subscriptions during

such period where all or any of the Services are not available to the Subscriber.

5 THE EQUIPMENT

5.1 The Equipment is and shall at all times remain the property of Ripplecom and the Subscriber shall not in any circumstances acquire ownership of the Equipment during or after termination of this Agreement. In the event that the subscriber prohibits or denies access to Ripplecom personnel to their Premises to recover the Subscriber equipment following termination of this agreement, then the subscriber shall pay to Ripplecom the sum of €500.00 + VAT at the prevailing rate on the date of termination.

5.2 Should the Subscriber wish to relocate the Equipment (either within the Premises or elsewhere), he shall notify Ripplecom in writing of his desire to do so. Ripplecom shall endeavour to relocate the Equipment in accordance with the wishes of the Subscriber but each such relocation shall be at the entire cost of the Subscriber. Furthermore, the Subscriber acknowledges that Ripplecom gives no warranty as to the connectivity to and/or availability of the Services at such new location, and Ripplecom shall have no liability whatsoever to the Subscriber if it is unable to provide the Services at the new location. In such a case the Services shall terminate upon the date upon which Ripplecom is given access to remove the Equipment from the revised location save that if this occurs prior to the expiry of the Minimum Subscription Period, the Subscriber shall be liable in full for all monies payable by the Subscriber during the remainder of the Minimum Subscription Period;

5.3 The Subscriber shall not interfere with and/or move the Equipment from the Premises or location of its installation on the Premises without the prior written consent of Ripplecom; If the Subscriber damages the equipment due to interfering with and/or moving the equipment, then Ripplecom has the right to recoup the full cost of the equipment, any other related costs and to immediately terminate this agreement.

5.4 The Subscriber shall not make any alteration or modification to the Equipment without Ripplecom's written consent; and; **5.5** The Subscriber shall keep the Equipment free from the claim of any third parties and from attachment;

5.6 The Subscriber shall not be entitled to alienate, transfer or otherwise encumber the Equipment either in part or as a whole or allow any lien to arise in respect thereof;

5.7 The Subscriber shall, on request by Ripplecom, advise the owner of the Premises of Ripplecom's ownership of the Equipment and advise Ripplecom of the name and address of the owner (and any subsequent owner) of the Premises where the Equipment

is installed whereupon the Subscriber agrees that Ripplecom shall be entitled to notify such persons in writing of Ripplecom's rights in the Equipment.

5.8 The Subscriber hereby grants Ripplecom and/or its servants and/or agents access to the Premises to inspect the Equipment at all reasonable times and also to remove the Equipment on a written request from Ripplecom.

5.9 Upon (and at any time following) the termination of this Agreement, the Subscriber irrevocably allows Ripplecom to recover its Equipment together with all the documents as are in the Subscriber's possession in relation to the Equipment from the Subscriber and/or the Premises.

5.10 The Subscriber hereby agrees with Ripplecom that on the termination or expiry of this Agreement the Equipment will be made available for collection by Ripplecom in good working order, fair wear and tear excepted.

6 DURATION AND TERMINATION

6.1 If the Subscriber is a Consumer, the Subscriber will have a "cooling off period" of 14 (fourteen) working days from the date of Ripplecom accepting your Customer Authorisation Form to cancel this Agreement by notice in writing to Ripplecom and signed by the Subscriber requesting cancellation of the Services within this cooling off period. You agree that your right to cancel the Service will not apply where the use of the Service commences before the fourteen day cooling off period expires. All cancellation notices must be sent in writing or by email.

6.2 After the Minimum Subscription Period expires, the Agreement may be terminated by either party giving the other party thirty (30) days prior notice in writing to arrive not less than 5 working days before the end of the current billing term. The Subscriber must pay the Subscriptions up to the end of that notice period.

6.3 If, during the Minimum Subscription Period, Ripplecom, following thirty (30) days notice to the Subscriber, makes material changes to the terms and conditions of these Services, the Subscriber may terminate this Agreement by giving at least thirty (30) days notice in writing. If no notice of such intention to terminate is received within thirty (30) days, the Subscriber will be deemed to have accepted the increase in charges and/or the changes to the Services.

6.4 Upon cancellation or otherwise upon termination of this Agreement, any related email and hosting services will be terminated and all Subscriber files stored on Ripplecom servers may be deleted.

6.5 If the Subscriber terminates this Agreement before the end of the Minimum Subscription Period other than in the circumstances outlined in paragraphs 6.1 or

6.3, the Subscriber must pay immediately to Ripplecom the balance of the Subscriptions due for the rest of the Minimum Subscription Period. Subscriber may upgrade the service at any time to a higher service and accepts that a new contract applies with a new Minimum Subscription Period.

6.6 Where the Subscriber has indicated on the Customer Authorisation Form that they are willing to accept an alternative product or service and Ripplecom subsequently deliver this alternative product or service, then the Minimum Subscription Period is subject to change. In such cases the customer will be informed of this change by email and will have the right to reject this change and cancel the service without penalty within 30 days from the date of email notification.

6.7 Ripplecom provides the Services under a license granted by ComReg. Ripplecom may terminate this Agreement with immediate effect by giving written notice to the Subscriber if Ripplecom's license from ComReg. is revoked or otherwise terminated for any reason whatsoever.

6.8 Ripplecom reserves the right to suspend the Services and/or terminate this Agreement without notice and/or compensation to the Subscriber if: **6.8.1** the Subscriber fails to pay all or any part of the Subscriptions or any other fees when due; **6.8.2** the Subscriber commits a breach of any obligation under this Agreement and (in the case of a breach which is capable of being remedied) fails to remedy the breach within 7 days of receiving written notice to do so from Ripplecom; **6.8.3** Ripplecom must so in order to comply with any order, instruction or request of the State, ComReg, any emergency service organisation or other competent authority; **6.8.4** the Subscriber is in breach, non-performance or non-observance of this Agreement and/or the Subscriber 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; **6.8.5** the Subscriber commits any act of bankruptcy or becomes insolvent or suffers any other form of contractual incapacity; and/or **6.8.6** the Subscriber suffers or allows to be done anything which, in the opinion of Ripplecom, might prejudice Ripplecom's rights under this Agreement and/or cause loss and/or damage to Ripplecom.

6.9 Should Ripplecom seek to suspend and/or terminate this Agreement pursuant to clause 6.8 hereof then Ripplecom shall also be entitled to (i) retain all monies already paid by the Subscriber to Ripplecom, (ii) claim all amounts which would have been payable by the Subscriber until expiry of this Agreement, (iii) recover all costs, damages and expenses suffered by Ripplecom as a result of the

default by the Subscriber and/or (iv) exercise all other remedies contained in this Agreement.

7 THE SUBSCRIBERS RESPONSIBILITIES AND USE OF THE SERVICE

7.1 As a Subscriber, you acknowledge and agree that all use of the Service is subject to Ripplecom's Acceptable Usage Policy (AUP). When a Subscriber uses the Service, they may only do so in accordance with Ripplecom's Acceptable Usage Policy (AUP) which can be accessed at <http://www.ripplecom.net/>, the terms of which are hereby incorporated by reference.

7.2 Without prejudice to the generality of the foregoing, the Subscriber agrees that in using the Service it shall not violate or permit violation of the law or aid another in any unlawful act through any action or inaction.

7.3 When the Subscriber uses the Services, he may not: **7.3.1** resell, facilitate or provide access to any third party or parties not located on the same Premises to the Services or to any other Ripplecom service, without the prior express written consent of Ripplecom; **7.3.2** post or transmit any unlawful, threatening, abusive, libelous, 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 offence, 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; **7.3.3** Post or transmit any information or software that contains any virus or other harmful component(s); **7.3.4** 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 or in breach of European, Irish or International copyright laws; **7.3.5** 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; **7.3.6** send any unsolicited e-mail that causes complaint from the recipients of the unsolicited e-mail; **7.3.7** send large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (also known as "spamming" or "mailbombing"); **7.3.8** make any unauthorised attempt to gain access to any account or computer resource not belonging to that user (also known as 'spoofing'); **7.3.9** obtain or attempt to obtain any of the Services by any means or device with intent to avoid payment to Ripplecom; **7.3.10** make (or attempt to make) any unauthorised access, alteration, destruction,

of any information in relation to any Ripplecom Subscribers or end-users by any means or device; **7.3.11** knowingly engage in any activities that will cause a denial of Services (DoS) (e.g., synchronized number sequence attacks) to any Ripplecom Subscribers or end-users, or any other person; **7.3.12** use any of Ripplecom's products and/or services to interfere with the use of Ripplecom's network by any other customers or authorised users or any other person; **7.3.13** run programs or servers that provide network services to others through the Services ("web hosting"), including, but is not limited to, operating a web/mail/ftp server to serve external connections, unless that right has been expressly incorporated Into this Agreement; or **7.3.14** use the Services in such away as to impair or degrade the operation or performance of the Services to others and/or Ripplecom's network, including but not limited to abusive or excessive use.

7.4 The Subscriber acknowledges and agrees that Ripplecom is not responsible for content or policies available on other sites linked to its site and that any use of any links to other webpages, is at the Subscriber's own risk.

7.5 The Subscriber acknowledges and agrees that Ripplecom may take any action it deems appropriate to protect its network infrastructure notwithstanding that such action may temporarily interfere with the Services. If Ripplecom denies the Subscriber access to Services pursuant to this Section, the Subscriber will have no right: 1.to access through Ripplecom to any materials stored on the Internet; or 2.to access third party services, merchandise or information on the Internet through Ripplecom; and Ripplecom will have neither responsibility to notify any third-party providers of services, merchandise or information nor any responsibility to any consequences resulting from any such lack of notification.

7.6 Ripplecom has no obligation to monitor the Services. However, the Subscriber agrees that Ripplecom has the right to monitor Services electronically from time to time, and the Subscriber consents to Ripplecom's access, use and disclosure of any information concerning the Subscriber and/or the Services necessary to satisfy any law, regulation and/or other governmental request.

7.7 If the Subscriber wishes to make purchases on the Internet, he may be asked by the merchant or Ripplecom from whom they are making the purchase to supply certain information, including credit card or other payment mechanism information. Save insofar as Ripplecom is the payee, the Subscriber acknowledges that Ripplecom shall have no liability for any failure or duplication of such a transaction as a result of

any cause whatsoever, including disruption of the Services due to any cause whatsoever, or for any unauthorised disclosure of such information.

7.8 The Subscriber acknowledges to Ripplecom that the Services are provided by Ripplecom to the Subscriber on an "as is, as available" basis. The Subscriber hereby acknowledges and agrees that Ripplecom shall have no liability or responsibility for, any direct, indirect, incidental, or consequential damages suffered by the Subscriber in connection with their use of or inability to use any of the 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 Ripplecom's own negligence). Furthermore, the Subscriber acknowledges that Ripplecom shall have no responsibility for the accuracy or quality of information obtained through the Services.

7.9 Any network address assignments issued by Ripplecom (i.e., Class C address Internet Protocol numbers) are the property of Ripplecom and are hereby deemed to have been loaned to the Subscriber for so long as this Agreement shall subsist. In the event that the Services to the Subscriber are discontinued for any reason, all such network address assignments, including IP addresses, will revert to Ripplecom immediately.

7.10 Unless otherwise stated on the Customer Authorisation Form, the Subscriber acknowledges that the Services are neither dedicated nor uncontrolled internet connections but are shared with other Internet users and are subject to such limitations as to connectivity and bandwidth as may be set out on the Agreement. Furthermore, these said limitations are maximum speeds and the Subscriber acknowledges that Ripplecom does not warrant that such speeds shall be available to the Subscriber at all times.

7.11 This Agreement specifies the limits on bandwidth available to the Subscriber, and use up to these limits is included for the Subscription. The Subscriber is expected to operate within the limits on bandwidth in this Agreement with reference to the appropriate level of data transmission as are applicable to the service level entered into. In the event that Ripplecom determines that the Subscriber is exceeding the said limits on bandwidth, the Subscriber will be notified by email. If such excessive use continues for more than 48 hours after such notification, the Subscriber may be requested by Ripplecom to upgrade to the appropriate service level agreement determined by Ripplecom or to modify the activity creating the excess use

failing which Ripplecom may terminate this Agreement. Furthermore, if the Subscriber's excessive bandwidth is determined by Ripplecom to adversely affect Ripplecom's ability to provide a proper service others of Ripplecom's customers, immediate action may be taken by Ripplecom to alleviate the problem, including termination of this Agreement by notice to the Subscriber.

7.12 The customer agrees to be bound by the monthly download and upload limits as defined by their subscription. If a customer exceeds these limits, Ripplecom are entitled to charge for the excess at a rate of €0.01 per 10MB.

8 INDEMNITY AND LIMITS OF LIABILITY

8.1 Save as specifically set out in clause 9.2 hereof, the Subscriber hereby indemnifies Ripplecom and holds Ripplecom harmless against each and every loss, injury, damage, fine, expense, penalties and/or claims of whatsoever nature and howsoever arising which the Subscriber and/or any third party shall suffer from or connected with the Equipment or the Services, and whether or not such claims are caused by any act or omission of the Subscriber or anyone else.

8.2 Save as set out in clause 9.2 hereof, the liability of Ripplecom under this Agreement is neither restricted nor excluded for: **8.2.1** death or personal injury to the Subscriber or any third party as a result of any negligent and/or reckless acts or omissions by Ripplecom (or its servants and/or agents); or **8.2.2** direct physical damage by Ripplecom (or its servants and/or agents) to the Subscriber's property and/or to the Premises to the sum of €1,000 in respect of any one or series or connected events; or **8.2.3** any statutory obligations which cannot by law be excluded or restricted, including any liability arising by virtue of the Sale of Good and Supply of Services Act, 1980 (as amended).

8.3 Notwithstanding anything otherwise contained in this Agreement, Ripplecom will not be liable under or in connection with this Agreement for any unforeseen, consequential and/or indirect loss or damage suffered by any person and/or to any property, including, without limitation, loss of profits, business, revenue, contracts or anticipated savings, wasted expense, financial loss, lost or destroyed data, liability to third parties, or damage or compensation for loss of use of the Services. Furthermore, notwithstanding anything otherwise contained in this Agreement, Ripplecom shall not be liable for failure to comply with its obligations under this Agreement if hindered or delayed from doing so by something outside its reasonable control. Matters outside its reasonable control will include, without limitation, lightning, flood, severe weather conditions, fire, explosion, civil

disorder, unauthorized interference with the Equipment and/or the Services, terrorist activity, war, actions of local or national government, trade and/or industrial disputes, the poor or non performance of any leased or rented telecommunications services, networks or other operators, and/or the Internet.

9 ASSIGNMENT AND DELEGATION

9.1 Ripplecom shall be entitled to transfer to any third party at its absolute discretion all or any of its rights and/or obligations under this Agreement, who shall then be capable of enforcing such rights against the Subscriber who then shall hold the Equipment on behalf of and in accordance with the instructions and directions of the transferee;

9.2 Ripplecom shall be entitled to delegate all or any of its obligations under this Agreement to any third party at its absolute discretion.

10 JURISDICTION

10.1 This Agreement shall in all respects be governed and construed in accordance with the laws of the Ireland and all disputes, actions and other matters in connection therewith shall be determined in accordance with such laws. The Courts of Ireland shall have jurisdiction to deal with all proceedings in respect of this Agreement.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 The Subscriber acknowledges and agrees that all content, including but not limited to trademarks, logos and taglines identifying Ripplecom and/or its affiliates, graphics, images, content, button icons, service names, business names, domain names, copyright and/or related rights, database rights and/or rights in get up (the "Content") are solely Ripplecom's property or that of its operating companies or others.

11.2 Ripplecom's Content may not be used by the Subscriber for any purpose whatsoever unless the intended use of the Content is approved in advance by Ripplecom in writing.

11.3 Ripplecom reserves the right to seek all remedies available to it at law, in equity or under international copyright laws for violations of this Agreement, including the right to block access to a particular Internet address or site.

12 INSURANCE

12.1 Until such time as the Equipment is returned to the possession of Ripplecom pursuant to this Agreement, the Subscriber will insure the risk of loss, injury and/or damage to the Equipment and/or to persons and/or property as a result of the Equipment, under an appropriate policy or policies of insurance.

12.2 If the Equipment or any part thereof is lost, stolen or damaged, the Subscriber shall immediately notify Ripplecom in writing of the

happening or on becoming aware of any such an event.

13 MAINTENANCE

13.1 Ripplecom 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 an Authorised Installer.

14 PROCEDURE ON TERMINATION

14.1 Upon the termination or expiry of this Agreement for any reason whatsoever, the Subscriber shall allow Ripplecom, at any time thereafter, to recover the Equipment, together with all documents as are in the Subscriber's possession relating to the Equipment from the Subscriber and the Subscriber hereby irrevocably grants (and further agrees to procure for) Ripplecom access to the Premises for such purposes.

15 CONSTRUCTION

15.1 Any reference in this Agreement to any provision of any legislation shall include any modification re-enactment or extension thereof. Any reference to any provision of any legislation unless the context clearly indicates to the contrary shall be a reference to legislation of Ireland. **15.2** Words such as "hereunder", "hereto", "hereof", and "herein" and other words commencing with "here" in this Agreement shall unless the context clearly indicates to the contrary refer to the whole of this Agreement and not to any particular Section or Clause thereof. **15.3** The masculine gender shall include the feminine and neutral and the singular number shall include the plural and vice versa and words importing persons shall include firms or companies. **15.4** The Section headings and captions to the Clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement.

16 ASSIGNMENT AND DELEGATION

16.1 Ripplecom shall be entitled to transfer to any third party at its absolute discretion all or any of its rights and/or obligations under this Agreement, who shall then be capable of enforcing such rights against the Subscriber who then shall hold the Equipment on behalf of and in accordance with the instructions and directions of the transferee; **16.2** Ripplecom shall be entitled to delegate all or any of its obligations under this Agreement to any third party at its absolute discretion.

17 NOTICES

17.1 Any notice required to be served by either party on the other pursuant to this Agreement shall be in writing and shall be

validly served if sent by hand, by pre-paid registered post and/or by email and served on the other (i) in the case of Ripplecom, at its registered office, if sent by hand or by pre-paid registered post OR at the email address for Ripplecom set out on the Agreement, if sent by email AND (ii) in the case of the Subscriber, at the Premises or the address of the Subscriber set out on the Agreement, if sent by hand or by pre-paid registered post OR at the email address for the Subscriber set out on the Agreement, if sent by email.

17.2 Any notice sent hereunder by pre-paid registered post shall be deemed to have been served on the third business day following its posting and in the case of any notice sent by hand and/or by email, on the first business day following its delivery.

18 PERSONAL DATA

18.1 Ripplecom respects and protects the Subscriber's right to privacy in accordance with the Data Protection Acts 1988 and 2003. Any information obtained by Ripplecom through an application for the Services may be accessed and used by Ripplecom 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 his information for such purposes.

18.2 For full details of how Ripplecom uses the information it collects, and under what circumstances we disclose information to third parties, please read the Ripplecom Privacy Statement which is hereby incorporated into and forms part of this Agreement. The Privacy Statement is available on our website at <http://www.ripplecom.net/privacystatement.php> or on request from our customer service department.

18.3 The personal data that you provide when subscribing to the service (Registration Details) shall be true, accurate and complete. You agree to inform Ripplecom of any changes to your registration details immediately by email to support@ripplecom.ie.

March 2018