

TERMS AND CONDITIONS - VOICE

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** "Call Package" means the package of call minutes and additional services defined by Ripplecom, selected by the Subscriber as d included in the Subscription";
- 1.4** "Commencement Date" means the Date when the Equipment is dispatched to you or the Service or any part of it is first made available to you or when you first start to use the service, whichever is the earlier;
- 1.5** "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;
- 1.6** "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;
- 1.7** "Equipment" can mean the Analogue Terminal Adaptor (ATA), Telephone Handset, Wireless Router with Phone Adapter or Wireless Router that may be supplied by Ripplecom and purchased by you when you subscribe to the Service that enables you to connect your telephone to the Ripplecom network and access the Service and includes any other equipment to include all fittings, accessories and modifications thereto from time to time provided as an essential part of providing the Service under this Agreement;
- 1.8** "Fair Use Policy" means the policy, as described in Section 10, associated with the use of Call Packages including unlimited call minutes to end destinations defined in the Call Package";
- 1.9** "Minimum Subscription Period" means the term commencing on the Commencement Date and ending on the date twelve (12) months thereafter, or for the specific period of time stated in the customer authorisation form;
- 1.10** "Parties" or "the Parties" means the Subscriber and Ripplecom including their assignees;
- 1.11** "Premises" means the location identified on this Agreement at which the Subscriber receives the Services and where the Equipment is to be installed;
- 1.12** "Ripplecom" means Ripple Communications Limited having its registered offices at Houston Hall, Raheen Business Park, Raheen, Co. Limerick;
- 1.13** "Services" means a Voice over Internet Protocol (VoIP) based telephone service provided by Ripplecom allowing the Subscriber to make telephone calls over the Internet via Ripplecom's network and its partner network, including any such additional services as may be provided by Ripplecom or as may be subscribed to by the Subscriber;
- 1.14** "Subscriber" shall mean the party to whom Ripplecom is providing the Services under the Agreement;
- 1.15** "Subscription" means the amounts payable to Ripplecom by the Subscriber for the provision of Services together with any Value Added Tax and any other taxes (at applicable rates from time to time); The Subscription does not include payment for calls outside of the Subscribers Call Package.
- 1.16** "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 a Service 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. 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. 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 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 any time. 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.

3 ACCEPTANCE AND ORDERING THE SERVICE

- 3.1** This Agreement shall come into force if the Subscriber's order is accepted by Ripplecom. You should review the copy of the email or letter confirmation carefully to ensure that all details are correct. If you have any queries or wish to correct any of your order details, you should contact Ripplecom.
- 3.2** 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.
- 3.4** 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.

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 otherwise agreed in writing by Ripplecom, all 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 of €10.00 inclusive of VAT 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 of €1 per month (ex VAT) shall apply.
- 4.6** For calls made within the Subscribers Call Package, the duration of a call made shall be reduced by the second from the remaining balance of call time available to the Subscriber Call Package for the month
- 4.7** Call package minutes remaining at the end of any month will not be carried over to the following month.
- 4.8** As you make calls outside of your Call Package, charges are incurred per second and will be added to your monthly invoice.
- 4.9** A minimum call charge of €0.05c applies for each call outside of your call package.
- 4.10** Call charges are rounded to the nearest tenth of a cent.
- 4.11** The subscriber is responsible for all charges arising from the use of the Service whether or not incurred by you personally.
- 4.12** 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 of €50.00 inclusive of VAT and require that same be paid by the Subscriber prior to reconnection by Ripplecom.
- 4.13** 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 SUBSCRIBERS RESPONSIBILITIES AND USE OF THE SERVICE

- 5.1** 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 which can be accessed at <http://www.ripplecom.net/>, the terms of which are hereby incorporated by reference.
- 5.2** 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.
- 5.3** Subscribers shall not use the service for auto-diallers or any illegal or undesirable purposes.
- 5.4** 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.
- 5.5** 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.

5.6 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. **5.7** 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.

5.8 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.

6 DURATION AND TERMINATION

Pursuant to the terms of this Agreement, the Subscriber agrees to purchase the Services from Ripplecom for the Minimum Subscription Period on the terms and conditions set out herein. 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.

6.1 If the Subscriber is a Consumer, who has purchased the Equipment and/or the Service over the telephone, online, or by accepting the Customer Authorisation Form, that Subscriber may cancel this Agreement for any reason without penalty within the following time limits:

- 6.1.1** for the Equipment, refunds will be given on equipment returned intact to Ripplecom within 7 (seven) working days from the date of delivery of the Equipment. Return the Equipment to us in its original packaging to: Ripplecom Returns, Houston Hall, Raheen Business Park, Raheen, Limerick. The equipment must be returned in 'as new' condition. This includes all contents and packaging, which must not be damaged in anyway. You will be responsible for the cost of returning the Equipment to Ripplecom.
- 6.1.2** for the Service, up to seven working days from the date of Ripplecom accepting your Customer Authorisation Form. You agree that your right to cancel the Service will not apply where the use of the Service commences before the seven day cooling off period expires. All cancellation notices must be sent in writing or by email to info@ripplecom.net.
- 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. You agree that your right to cancel the Service will not apply where the use of the Service commences before the seven day cooling off period expires. All cancellation notices must be sent in writing or by email to info@ripplecom.net.
- 6.3** If, during the Minimum Subscription Period, Ripplecom, following seven (7) days notice to the Subscriber, either increases the Subscription by a total of more than ten per cent (10%) or makes material changes to the 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** If the Subscriber terminates this Agreement before the end of the Minimum Subscription Period other than in the circumstances outlined in paragraphs 6.1.1, 6.1.2 and 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 (twelve) 12 month duration from the date the upgrade is applied.
- 6.5** 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.
- 6.6** Ripplecom reserves the right to suspend the Services and/or terminate this Agreement without notice and/or compensation to the Subscriber if: **6.6.1** the Subscriber fails to pay all or any part of the Subscriptions or any other fees when due; **6.6.2** 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; **6.6.3** Ripplecom must to so in order to comply with any order, instruction or request of the State, ComReg, any emergency service organisation or other competent authority; **6.6.4** 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; **6.6.5** the Subscriber commits any act of bankruptcy or becomes insolvent or suffers any other form of contractual incapacity; and/or **6.6.6** 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.
- 6.7** Should Ripplecom seek to suspend and/or terminate this Agreement pursuant to clause 6.6 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 EQUIPMENT

7.1 The Subscriber is purchasing the Equipment in full when ordering the service. Title to the equipment will transfer to the Subscriber following successful delivery of the Equipment and successful receipt of payment by Ripplecom. 7.2 Ripplecom will use its reasonable endeavours to deliver the Equipment to the notified location by the delivery date communicated to you. You should be aware that this delivery date is not guaranteed and Ripplecom shall not be liable in any way to you for failure to deliver the Equipment in accordance with any delivery schedule. You shall inspect the Equipment immediately upon receipt and inform us in writing within five working days of delivery of any damage or missing items from the delivery.

7.3 If you fail to take delivery of the Equipment (or fail to give us appropriate delivery instructions) unless this was out of your reasonable control then without prejudice to any other rights or remedies available to us, we may store the Equipment until actual delivery and charge you for the reasonable costs (including re-delivery) as a result of a failed delivery.

7.4 Where a device is suspected to be faulty, and on the instruction of the Ripplecom Support Team, the customer may return the item at their own expense to Ripplecom (in its original packaging, and with any associated equipment and documentation). We recommend it be returned by registered post or similar tracked delivery. Items lost or damaged while being returned to Ripplecom are the responsibility of the customer. If the item is tested and is shown to be faulty, the cost of returning the product to Ripplecom will be reimbursed to the customer, the amount refunded will be no greater than the original delivery cost. Ripplecom will pay the cost of delivering the replacement product to the customer. If the item is tested and shown not to be faulty, the cost of returning the product may not be reimbursed and the customer must pay the cost of returning the tested item back to the customer.

7.5 Your rights of repair or replacement of any Equipment or any part or parts thereof which are found to be defective will (except where agreed otherwise) be negated or rendered void where: 7.5.1 the Equipment has been opened, attempted to be repaired, repaired or altered by persons other than the manufacturer or Ripplecom; and/or 7.5.2 defects are due (wholly or partially) to damage, breakage, mistreatment, improper or incorrect use or storage or maintenance or installation, or failure to observe any manufacturers' instructions or other directions issued or made available by us in connection with the delivered Equipment.

7.6 Prior to installing the Equipment, you should read the installation instructions carefully and back up or save any data on your personal computer. Failure to do so may result in inadvertent loss or damage.

8 THE SERVICES

8.1 Ripplecom will use its reasonable commercial efforts to maintain constant access to the Service and ensure that it is available for use by the Subscriber. However Ripplecom does not represent or warrant that the operation of the Services will be uninterrupted, timely, secure or error free or that they will meet any of the Subscribers specific requirements. You acknowledge that Ripplecom cannot be held responsible for accidental non-availability for outages of services, or for unforeseen interruptions or deterioration of the Service. The quality and availability of the Service is dependent on the quality and availability of the Subscriber's broadband internet connection, and thus the quality of the voice services cannot be guaranteed in the event of power or network outages and faults or other unforeseen circumstances beyond the control of Ripplecom.

8.2 If the Service provided to the Subscriber is of unacceptable quality (the quality of the Service to be determined by Ripplecom) either Party shall be entitled to terminate this Agreement and the Subscriber shall receive a full refund of the Subscription minus charges for call minutes (when the Subscriber has used more than 100 minutes of calls) provided that the Service is cancelled and the Equipment is returned to Ripplecom within twenty eight days of the commencement of the Service. Ripplecom cannot guarantee the security of devices used for VoIP that are placed on the public Internet by customers. Customers are advised to put adequate security and firewall protection in place. Ripplecom will not accept responsibility for these devices or consequences which arise from their utilisation.

8.3 The base component of the Services is the provision of Internet Access. In a small number of situations the provision of Voice Services may not be feasible, even where Internet Access is provided. In such cases the Service is deemed to have been provided and stated charges are applicable without discount. In the circumstances where Voice Services is unavailable the Subscriber may terminate the Service in writing within 7 (seven) working days of installation without penalty and with refund of fees paid.

8.4 Subscribers to Services that include Irish geographic PSTN numbers acknowledge that they are normally resident in the Irish geographic MNA (Minimum Numbering Area) that the number is for. It is in contravention of the Irish Communications Regulatory body directives to subscribe to a geographic PSTN number if you are not normally resident in the MNA of the Irish geographic number allocated to you.

8.5 Subscribers to Services that include Ireland 076 VoIP numbers acknowledge that they are normally resident in Ireland or have a strong and genuine link with Ireland. It is in contravention of the Irish Communications Regulatory body directives to subscribe to an Irish 076 VoIP number if you do not meet one of these conditions.

9 EMERGENCY CALLS

9.1 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. Subscribers should be aware that power outages are likely to render computer equipment and internet connectivity non-functional and therefore preclude use of the Service for emergency calls.

9.2 Due to the nature of the VoIP service it is not possible to accurately determine the exact location of the caller. Callers using the Service for emergency calls will need to inform the operator of their physical location.

10 FAIR USE POLICY

10.1 Call Packages including unlimited call minutes to end destinations defined in the Call Package are subject to this Fair Use Policy;

10.2 Ripplecom reserve the right to cancel the Service without notice if the customer is deemed to have contravened the Fair Use Policy;

10.3 Residential Users (defined as Consumers only, excluding business use)

10.3.1 Call Packages including unlimited call minutes to end destinations defined in the Call Package are for normal residential use only; 10.3.2 Ripplecom considers normal residential use to include a maximum of two thousand (2,000) minutes per month in total of calls to destinations defined within the Call Package. 10.3.3 Ripplecom reserve the right to determine at its sole discretion what constitutes normal residential use;

11 INDEMNITY AND LIMITS OF LIABILITY

11.1 Save as specifically set out in clause 11.2 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.

11.2 Save as set out in clause 11.3 hereof, the liability of Ripplecom under this Agreement is neither restricted nor excluded for:

11.2.1 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

11.2.2 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

11.2.3 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).

11.3 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.

12 ASSIGNMENT AND DELEGATION

12.1 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;

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

13 JURISDICTION

13.1 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.

14 NOTICES

14.1 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.

14.2 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.

15. PERSONAL DATA

15.1 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.

15.2 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> or on request from our customer service department.