

# Perlico Internet Service Terms and Conditions

## 1. DEFINITIONS

1.1 The following words shall have the following meanings:

"Access Provider" means the company which provides the Customer's telephone line(s) and associated telephone number(s), from which Perlico rents such line(s) and number(s);

"Access Details" shall mean the username and password identity given exclusively to the Customer for the purposes of gaining access to the Network;

"Authorised User" shall mean anyone registered by the Customer as authorised to use the Service;

"Broadband Access Server" means a remote access server which is used for the Service.

"Charges" means the Connection Charge and all charges for the Service under the Customer's Package, as set out in the Guide including any flat rate monthly charges and any applicable additional usage charges;

"COMREG" means the Commission for Communications Regulation, which is the national regulatory authority for the electronic communications market in Ireland;

"Conditions" means these terms and conditions, the Guide (including Perlico's tariffs for the Service) as amended from time to time, the Customer Application (including the Customer Authorisation Form) and the Perlico Code of Practice which together constitute a legally binding agreement between the Customer and Perlico;

"Connection Charge" means a one off charge of €49.99 (including VAT), for connection to the Service;

"Contract" means the contract between you and Perlico to pay for and receive the Service (as specified in your Customer Application), in accordance with the Conditions;

"Cooling-Off Period" has the meaning set out in clause 11;

"Customer" means the person(s) using the Service whose details are provided in the Customer Application for the Service;

"Customer Access" means the physical network (including the metallic pair) between the Broadband Access Server and a Customer's Site;

"Customer Equipment" means all computer hardware, software, cabling, apparatus and facilities provided by the Customer.

"Customer Application" means the Customer's application for the Service whether in writing, on-line or via TPV (as described below);

"Customer Authorisation Form" means a form completed by the Customer to approve the provision of the Service and which contains information as set out in Annex B of the Single Billing Code of Practice. This information may also be captured via TPV or sign up over the Internet as per the specified processes;

"Customer Information" means all content, including any data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) transmitted, published, disseminated, distributed or otherwise made available by or on behalf of the Customer, via e-mail, website or otherwise, using the Service;

"Data Protection Legislation" means the Data Protection Acts 1988 and 2003 and any amendment, replacement or supplement thereto, from time to time;

"Equipment" means a telephone or other equipment of the Access Provider or Perlico that is located on the Customer's premises;

"Perlico", "we", "us" means Vodafone Ireland Ltd (trading as Perlico), MountainView, Leopardstown, Dublin 18, the provider of the Service under the Conditions;

"Guide" means the Perlico Phone and Internet Pricing Guide as same may be amended by Perlico from time to time in accordance with clause 19.2 hereof and which is available at [www.Perlico.com](http://www.Perlico.com);

"Internet Connection" shall mean the Customer's connection with the Network;

"Internet Standards" shall mean the protocols and standards defined in the following Internet documents: RFC 1009, 1122, 1123 and 1250 and any other applicable protocols and standards;

"ISP" means an Internet Service Provider;

"Minimum Period" means a period of one year commencing on the Start Date in respect of any Service;

"Monthly Download Allowance" means the amount of download allowed for Broadband at no additional cost to the fixed monthly charges as specified in the Guide.

"Network" means the telecommunications system used by Perlico for the provision of the Service pursuant to its General Authorisation granted under Regulation 8 of the European Communities (Electronic Communications Networks and Services) Regulations, 2003;

"Package" means an Internet service package provided by Perlico, including the broadband packages Broadband Lite, Always On Broadband Broadband Plus, Freedom Bundle, Freedom Plus Bundle and the dial-up packages Perlico 25 and Anytime 180 and such other Internet service packages as are offered by Perlico from time to time. Details of all packages are set out in the Guide;

"Service" means the Perlico residential dial-up or broadband Internet service to be provided by Perlico in accordance with the Package selected by the Customer in the Customer Application;

"Service Availability Area" means the area within 4.5 kilometres from the local telephone exchange, or such other area as may be specified by Perlico from time to time;

"Site"(s) means the property (properties) where Perlico agrees to provide the Service;

"Software" means any software provided by Perlico to enable the Customer to access or use the Service;

"Start Date" means the "go-live" date from which Perlico will make the Service available to you for use. Perlico will communicate an estimated Start Date to you in advance but this date is not guaranteed;

"Telecommunications Scheme" means the Eircom Telecommunications Scheme, 2003 available on [www.eircom.ie](http://www.eircom.ie) as amended from time to time;

"Third Party Verification" or "TPV" means the independent means of verifying a Customer's consent and obtaining the information from the Customer required to approve the provision of the Service. It is conducted via the telephone, with a recording of the call serving as a record of the Customer's consent.

"Termination Charge" has the meaning set out in paragraph 2.3.

## 2. Duration of Service and Minimum Term

2.1 The Conditions shall govern the relationship between Perlico and the Customer in all matters relating to the Service.

2.2 The Service will commence on the Order Date and will continue until cancelled, suspended, or terminated in accordance clauses 11 to 13, subject to any applicable Minimum Term.

2.2.1 The Customer's Contract for any broadband Package is for a Minimum Term of twelve (12) months from the Commencement Date, unless the Customer cancels during the Cooling-Off Period in accordance with clause 11.1. There is no Minimum Term for dial-up Packages.

2.3 If the Customer terminates its Contract after expiry of the Cooling-Off Period, but during the Minimum Term, the Customer shall be required to pay a fee equal to the sum of the monthly charges for the remainder of the Minimum Term ("Termination Charge").

For example, if a Customer subscribes for a Package with a flat monthly rate of €9.99 and cancels after 4 months, Customer shall be required to pay Perlico €79.92 (€9.99 x 8 months) on termination.

2.4 Perlico will use its reasonable efforts to install the Service by the date that it agrees with the Customer, but all dates are estimates and Perlico cannot guarantee that it will meet such dates.

## 3. Customer Warranties and Pre-Conditions to Provision of the Service

3.1 On applying for the Service, the Customer shall be deemed to have obtained the authority of the person who leases the physical telephone line(s) across which the Service is provided.

3.2 The Contract is for the provision of the Service for home broadband or dial-up Internet connection. The Customer agrees that it is entering into the Contract for personal use of the Service and is not acting in the course of its business, trade or profession.

3.3 The Customer warrants that all information and details provided by the Customer to Perlico in his/her Customer Application are true and accurate and the Customer shall advise Perlico immediately of any changes to that information.

3.4 The provision of the Service shall be subject to the following pre-conditions:

3.4.1 the Customer must have their telephone line rental with Perlico;

3.4.2 the Customer's telephone line must be within the Service Availability Area (which may be extended by Perlico from time to time by giving notice on its website);

3.4.3 the Customer must have an analogue direct exchange line, which terminates on a master socket forming part of the PTSN network;

3.4.4 if the Customer has any type of phone monitored home alarm system on their phone line, provision of the Service will be conditional on a splitter being installed on the line and the Customer will need to contact their alarm service provider to ensure that a splitter is installed;

3.4.5 Perlico must be satisfied, that it is technically feasible to produce a quality service on the Customer's line in all applicable conditions;

3.4.6 receipt by Perlico of a completed Customer Authorisation Form or the required authorisation being captured via TPV, or the Customer having signed up over the Internet in accordance with Perlico's procedures; and

3.4.7 the Customer's line must pass all pre-qualification testing carried out by Perlico and/or the Access Provider and the line must be capable of activation for the Service at the exchange;

3.4.8 the Customer Equipment must meet any minimum requirements specified by Perlico to the Customer prior to the Start Date either in writing or during the Customer's TPV application.

3.5 If the customer has an ISDN line, provision of the Service shall be conditional on the customer getting the line downgraded to an analogue line in accordance with clause 3.4.3 and the Customer will need to contact its provider in this regard.

3.6 In the event that the Customer wants to alter any aspect of the Service, including, but without limiting the generality of the foregoing, upgrades to a telephone line, the addition of a telephone line, change in call features, changes in the Customer's premises where service is provided Perlico will use its reasonable efforts but cannot guarantee to meet such.

3.7 If any of the pre-conditions 3.4.1 to 3.4.8 are not satisfied prior to the proposed Start Date, Perlico shall be entitled to terminate the Contract, without liability, immediately by giving notice to the Customer.

3.8 In the event that, for technical reasons, the Service cannot be activated on a Customer's line, notwithstanding that the pre-conditions set out above may be satisfied, Perlico shall be entitled to terminate the Contract immediately by giving notice to the Customer and neither Party shall have any liability to the other. For the avoidance of doubt, the Customer shall not be obliged to pay the Connection Fee in such circumstances.

#### 4. Service

4.1 The details of each Package, including whether it provides dial-up or broadband access and any limits on time usage are set out in the Guide. For broadband Packages, the connection speed and Monthly Download Allowance for each Package are set out as follows:-

##### **1MB Always On Broadband, up to 3MB Broadband Plus, Freedom Bundle and Freedom Plus Bundles**

Downloads in excess of the limit will be charged at €0.01 per MB. Capped at €49.00 per month.

##### **Broadband Lite (20 hours per month)**

Downloads in excess of the time limit will be charged at €0.03 per minute. Capped at €34.99 per month.

##### **For Pay As You Use Broadband**

Usage in excess of 250MB is charged at €0.01 per MB. Capped at €29.99 per month.

4.2 The Customer acknowledges that the bit rates in respect of the Service as indicated by Perlico, may be reduced by contention within the Network from time to time and these speeds are not guaranteed. Speeds indicated are line speeds and not data transfer speeds.

4.3 The broadband Service is a Digital Subscriber Line or "DSL" Service which provides a dedicated digital circuit between a customer premises and a PTSP telephone exchange allowing high speed data transfer over existing twisted copper telephone lines. It is a single user service and as such Customer will be provided with a modem for connection to the Service.

4.4 Perlico shall provide the Customers with connection software and Access Details.

4.5 Each Customer Application for the Service shall be deemed to be in respect of individual telephone lines and not the Customer's entire telephone account, unless otherwise specified in the Customer Application. The Customer must specify in the Customer Application each individual telephone line in respect of which it wishes to have the Service applied.

4.6 For technical, operational and commercial reasons Perlico shall be entitled to vary the Service and any aspect thereof at any time. Where practicable, Perlico shall provide notice of any such change in accordance with clause 19.2.

#### 5. Provisioning/Installation of the Service

5.1 During the provisioning and installation of the Service, the Customer may experience a temporary loss of its analogue direct exchange line service and the Customer shall experience loss of ISDN service, and Perlico shall not be held liable to the Customer for any losses or damages howsoever arising during such period of provisioning of the Service.

#### 6. Equipment

6.1 Any Customer Equipment must be connected and used in accordance with any instructions and any safety or security procedures applicable to the use of such equipment, and must be technically compatible with that Service and approved for that purpose under any relevant legislation.

6.2 The Customer shall be responsible for use of the Customer Equipment in connection with the Service and Customer agrees that access to the Internet is at Customer's own risk and subject to all applicable laws. Perlico advises all Customers to install an appropriate Internet security solution on the appropriate Customer Equipment but Perlico shall have no liability to Customer for any loss or damage arising from installation, use or non-use of such software.

6.3 Perlico shall provide customers of the Service with connection software and Access Details where applicable

6.4 **Excluding any promotional or special offers.** Subject to clause 6.5, the Customer may use its own modem to access the Service. If the customer selects a Modem from Perlico when ordering a Broadband package a one off connection charge €49.99 or equipment rental charge €49.99 may apply.

6.5 If the Customer uses Customer Equipment for access to the Service Perlico shall no way support this equipment or make any assurances as to the quality of Service through use of the Customer Equipment and shall be in no way responsible for any damage done to the Customer Equipment or the Service as a result. If the Customer selects a replacement modem outside of the 12 month warranty period a charge may be applicable as set out therein.

6.6 The Equipment (including modem and micro-filters) provided to the Customer for the use in connection with any Service shall at all times remain the property of Perlico and the Customer shall be liable for any damage caused to the Equipment.

6.7 The Customer shall be responsible for installation of the Equipment provided by Perlico in accordance with Perlico's instructions. Perlico shall have no obligation to install equipment,

6.8 On termination of the Contract, or at any time on reasonable request by Perlico, the Customer shall return all Equipment received from Perlico to Perlico.

6.9 If the Customer applies to switch from a wired modem to a wireless modem, the Customer shall return to Perlico any modem and micro-filters and any other Equipment provided by Perlico for use exclusively in respect of wired broadband with the exception of a wireless modem once it has been used.

6.10 Without prejudice to any other rights or remedies Perlico may have under the Conditions or otherwise, if the Customer fails to return a modem as requested to Perlico or its appointed agent:

- (i) within 14 days of termination of the Service;
- (ii) prior to expiry of the notice period under clause 13.2;
- (iii) within 14 days of reasonable request by Perlico; or
- (iv) within 14 days of the Customer switching to wireless broadband;

the modem shall be returned via Free Post to the following address:-

Perlico Broadband Router Returns,  
Freepost  
C/o Topsec Fulfillment services  
Interlink Ireland logistics warehouse  
Athlone BP, Dublin road, Athlone  
Co. Westmeath

Failure to return the modem shall result in Perlico debiting the sum of €49.99 inc vat from your bank account/credit card for the equipment and you hereby expressly consent to such debit.

#### 7. Customer use of Service

7.1 The Customer may use the Service for consumer, domestic and/or personal purposes.

7.2 Perlico may automatically disconnect customers of dial-up Packages after  
(i) 5 consecutive hours of use and  
(ii) at any time after 15 consecutive minutes of inactivity.

7.3 Where a Customer avails of a promotional offer, subject to eligibility and availability, the terms and conditions of the respective offer shall apply for the time limit specified.

7.4 The Customer undertakes not to use or permit others to use the Service or the Equipment (including, without limitation, in any e-mails, or Customer Information made available on the Internet):

7.4.1 for business purposes to sell on or supply the Service to anyone on a commercial basis;

7.4.2 for any improper, immoral or unlawful purpose, or to cause any nuisance by the use of the Service;

7.4.3 in any way that may cause degradation of service levels to other Customers as determined by Perlico or put the Network at risk or which otherwise makes abnormal demands on the service or Perlico's network or facility from a single connection;

7.4.4 to transmit unsolicited commercial communications or promotional material;

7.4.5 for the communication, transmission, publication, distribution or dissemination of any material which is, may be or is intended to be a hoax or is of a defamatory, offensive, abusive, obscene, indecent or menacing nature or which is in breach of any intellectual property right(s);

7.4.6 for the processing of automated or manual "personal data" in contravention of the Data Protection Legislation; or

7.4.7 otherwise in any manner which does not comply with the terms of any applicable law, legislation, regulation, direction or any licence or authorisation applicable to the Customer or any instructions given by Perlico from time to time.

7.5 The Customer shall ensure that the Customer Information complies with clause 7.4.

7.6 The Customer shall ensure that all persons having access to the Service or the Equipment comply with the Conditions.

7.7 The Customer shall keep the Access Details secure and confidential and the Customer shall be responsible for any use of the Service using the Customer's Access Details.

7.8 The Customer shall ensure that all Equipment and Customer Equipment are maintained and kept in good working order.

7.9 The Customer shall comply with and agrees to be bound by all conditions of any license or instructions under which the Equipment is provided.

7.10 The Customer shall comply with all reasonable instructions from Perlico in relation to the use of the Service.

7.11 The Customer shall promptly inform Perlico of any change in any of the details provided in the Customer Application, including without limitation, the Customer's name, address, email address and/or telephone number.

7.12 The Customer shall indemnify and hold Perlico harmless against all liabilities, claims, damages, losses, expenses and proceedings howsoever arising from or in any way connected with the Customer Information, or the Customer's use of the Service or the Equipment or breach of this clause 7.

#### 8. Customer Service

8.1 Perlico customer service number is Freephone 1912.

8.2 Perlico customer service policy is set out in the Perlico Code of Practice, available on [www.Perlico.com](http://www.Perlico.com).

8.3 The Customer shall contact Perlico in the event that it wishes to alter any aspect of the Service, including, but without limiting the generality of the foregoing, switching to a different Broadband package or upgrading from a dial-up connection to Broadband:

8.4 If the customer has switched to a different Broadband package from their existing Broadband package (excluding Freedom Bundles) and in the event of terminating the service the customer shall only incur termination charges ( as set out in Clause 2.2 ) for the minimum period to the end date of the initial Broadband package.

8.5 The Customer shall contact Perlico in the event that changes in the Customer's premises occurs where the Service is provided.

8.6 The Customer shall raise any complaints in relation to the Service using the complaints procedure set out in the Code of Practice.

## 9. Payment

9.1 The Charges in respect of each Package are set out in the Guide. All quoted Charges shall be inclusive of Value Added Tax. Perlico reserves the right to alter such tariffs from time to time and shall notify Customers of such change in accordance with clause 19.2 below.

9.2 Perlico shall issue a single bill for all Charges incurred by the Customer in respect of the Service in each month. The Customer agrees that Perlico may issue bills for the Service electronically to the e-mail address provided by the Customer for that purpose and Perlico shall not be obliged to provide a paper copy of any bill. In respect of all services provided from the 2<sup>nd</sup> July 2007 all new customers will default to online billing. If the customer opts for paper or hard copy bill a €2.00 per month (inc. VAT) charge will be payable

Monthly flat rate fee	Monthly in advance
BroadbandConnection Fee	One off
Time Usage	Monthly in arrears
Capacity Usage	Monthly in arrears

9.3 A connection fee of €49.99 applies to Perlico broadband services unless otherwise indicated by any promotional offers.

9.4 All sums due to Perlico shall be paid in full by the Customer by the due date for payment set out in the Perlico invoice. In order to avail of the Service, the Customer agrees to pay by direct debit, credit card or debit Card.

9.5 Perlico's first monthly flat rate charge for the Service, shall, where applicable, be pro-rated to correspond with the period for which Perlico will collect payment. This means that the first flat rate charge may be for a partial month in addition to the regular monthly period.

9.6 In the event that a Customer of Perlico Anytime or Perlico 25 or Broadband Lite Service fails to use their allotted minutes or anytime hours in the appropriate month, these minutes will not be carried over to the following or any subsequent month.

9.7 In the event that, in any given month, a customer of a Package which is limited by time usage (including Perlico Anytime, Perlico 25 or Broadband Lite), the Customer exceeds the allotted monthly time allowance, Perlico shall be entitled to charge for such additional time usage in accordance with the rates set out in the Guide.

9.8 In the event that, in any given month, the Customer exceeds the Monthly Download Allowance for their chosen broadband Package, Perlico shall be entitled to charge the Customer for any additional capacity usage at the rates set out in the Guide.

9.9 In the event of late payment or non-payment of any Charges, in addition to any rights or remedies which Perlico may have under this agreement, statute, or otherwise, Perlico reserves the right to charge Customers an additional administrative fee of €10.00 (inc VAT) for costs incurred pursuing any late payment.

9.10 Charges for excess usage under paragraphs 9.8 and 9.9 shall be included on the Customer's monthly invoice and Perlico shall provide details of excess usage.

9.11 Prior to taking payment from credit / debit card paying customers, Perlico may first reserve funds on the Customer's card equal to the total due at that date. Perlico may also reserve a nominal amount on customer's card in order to validate card details. This amount shall not exceed €0.02 and will not be removed from Customer's account.

### Billing Queries

9.12 Should the Customer disagree with any charges shown on the Customer's bill, the Customer is requested to lodge a complaint in accordance with Perlico's Code of Practice, prior to the due date for payment. Notwithstanding any complaint, all invoiced amounts shall be paid on the invoice due date pending the outcome of the complaints procedure. If, following the complaints procedure, it is established that the charges on any invoice are incorrect, Perlico shall credit any overpayment to the Customer's account.

9.13 Save in the case of manifest error by Perlico, all charges shall be calculated by reference to the data recorded or logged by Perlico. Perlico's determination in respect thereof is final.

9.14 As some usage takes longer to rate, notwithstanding any other clause herein, the Customer may, at any time, be billed for charges incurred in a prior billing period.

## 10. Liability

10.1 Perlico shall use reasonable endeavours to ensure that the Service is available for use by the Customer in accordance with the standards for the time being relating to the Service as set out in Perlico's Service literature, but shall not be liable for any delay, failure, interruption, or deterioration therein, howsoever arising.

10.2 Perlico shall make reasonable efforts to prevent unauthorised access to the Service by third parties but shall have no liability to the Customer for any loss or damage caused by unauthorised third party access to Service or the Equipment.

10.3 Perlico shall not be responsible or liable, directly or indirectly, for any damage or loss (including, without limitation, damage to the Customer Equipment, call charges or loss of data) arising by or in connection with access to or use of the Internet, including, without limitation, loss or damage arising as a result of any bugs, trojan horses, viruses, modem

hijacking, worms or other harmful codes or errors experienced as a result of accessing the Internet

10.4 Save as expressly provided herein, perlico disclaims all representations, warranties, guarantees, terms or conditions of any kind, whether express or implied, including but not limited to implied undertakings regarding quality of service implied under section 39 of the Sale of Goods and Supply of Services Act, 1893 and 1980, to the fullest extent permitted by law and the customer agrees that is fair and reasonable.

10.5 UNDER NO CIRCUMSTANCES SHALL Perlico Be Liable For any loss or damage arising as a result of:

10.5.1 The Failure Of The Service Or Equipment Due To The Incompatibility of the Service with any Equipment not supplied by perlico;

10.5.2 The Acts And Omissions Of Other Telecommunication Operators (including the access provider); OR

10.5.3 breach in the security or privacy of messages transmitted using the service provided by us unless the breach results from the wilful default of perlico or its employees.

10.6 Under no circumstances shall perlico be liable to the customer or any third party whether under contract, tort, statute or otherwise, for any indirect, economic, special or consequential loss, loss of profits, loss of data or loss of use of data, howsoever arising as a result of the customer's use of the service or the equipment or otherwise in connection with the contract.

10.7 Without prejudice to the exclusions of liability set out in this clause, Perlico's entire aggregate liability to the customer or any third party for any and all claims, howsoever arising out of or in connection with this agreement and whether under contract, tort, statute or otherwise, shall not exceed the lesser of (i) the total charges paid by the customer to perlico in the 12 months prior to the date of the last event giving rise to such claim(s) and (ii) €1,000, provided that this shall not operate to exclude any minimum liability imposed by statute.

10.8 This Clause 10 shall continue to apply notwithstanding termination of the Customer's Contract for any reason whatsoever or howsoever arising.

10.9 For the avoidance of doubt, any limitation or exclusion of liability under these terms and conditions shall only be to the extent permitted by law. Nothing in the Conditions shall limit or exclude Perlico's liability to the Customer for personal injury, death or fraudulent misrepresentation.

## 11. Customer Right of Cancellation

11.1 The Customer shall have the right to cancel the Service without penalty (subject to clause 11.2 below) within seven (7) days of placing an order with Perlico ("Cooling-Off Period") by contacting Perlico by e-mail, or in writing, during the Cooling-Off Period and indicating that they wish to (i) disconnect its line; or (ii) transfer to the Access Provider or another operator (in which case it must also notify the Access Provider or other operator during the Cooling-Off Period).

11.2 If the Customer exercises the right of cancellation set out in paragraph 11.1, the Customer shall be liable for any Charges for usage (including line rental and call charges) actually incurred up to and including the date of disconnection (which shall be no later than 72 hours after receipt of notice of cancellation), or, in the case of transfer to the Access Provider or another operator, up to and including the effective date of such transfer, and for any costs incurred in the return of the Equipment. Perlico shall refund any remaining Charges which have been paid in advance by the Customer in respect of the Service.

## 12. Suspension/Barring of the Service

12.1 Without prejudice to any of its rights of termination under clause 9, Perlico reserves the right to temporarily bar, suspend, restrict, and/or disconnect the Customer's use of the Service (collectively "suspension") at any time for non-payment of the Charges (in accordance with the terms of Perlico's Code of Practice) or for any other breach of the Conditions whatsoever. Perlico shall use reasonable endeavours to contact the Customer, but shall not be obliged to contact the Customer, prior to any such suspension of the Service.

12.2 Perlico shall be entitled to maintain suspension of the Service under clause 12.1 until any breach is remedied to Perlico's satisfaction.

12.3 If the Service is suspended in accordance with the Conditions, the Customer will be able to make emergency calls only.

12.4 The Customer shall remain liable to pay the Charges throughout any period of suspension of the Service.

12.5 Perlico shall be entitled to charge a reconnection fee of €24.59 (inc VAT) on reconnection of a Customer following any temporary period of suspension under clause 12.1.

12.6 Perlico may suspend the Service from time to time, without liability, for the alteration, improvement or maintenance of the Network or the Service.

## 13. Termination

13.1 Neither party may terminate the Contract during any applicable Minimum Period (if applicable) other than as provided herein. Should the Customer terminate its Contract prior to the end of any applicable Minimum Period, the Customer shall be liable for the Termination Charge and authorises Perlico to debit the Termination Charge from the Customer's bank account in accordance with paragraph 2.3.

13.2 After the Minimum Period or, if there is no Minimum Period, at any time, either party may terminate the Service on giving the other 30 days' written notice. Termination by the Customer under this clause shall be conditional on return of the modem and shall take effect on expiry of such notice period, or upon receipt of the modem by Perlico, whichever is the later. For the avoidance of doubt, the Customer shall be liable for the Charges until the Customer returns the modem.

13.3 The Contract shall automatically terminate on termination of Customer's voice (i.e. home telephone) package with Perlico and clause 13.1 shall apply if such termination occurs during the Minimum Term.

13.4 Perlico shall be entitled to terminate the Contract and cease providing the Service forthwith without notice (giving only retrospective notice) if:

13.5.1 The Customer is in material breach of the Conditions (including non-payment of the Charges in accordance with the Code of Practice);

13.5.2 The Customer is in breach of any term of the Conditions and has failed to remedy such breach within 30 days of a notice from Perlico requiring the Customer to remedy such breach;

13.5.3 The Customer is in breach of clause 7;

13.5.4 any information supplied by the Customer to Perlico is false or misleading;

13.5.5 Perlico is obliged to comply with an order, instruction or request of Government, ComReg, an emergency service organisation or other competent authority;

13.5.6 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;

13.5.7 the Customer dies, becomes mentally ill or becomes the subject of bankruptcy or insolvency proceedings in any jurisdiction or has become unable to pay its debts as they fall due.

13.6 Perlico shall be entitled to terminate the Contract immediately by giving the Customer notice if any event of Force Majeure continues for a period of 30 days or longer (see paragraph 14.1 below).

13.7 If, on termination, any Charges are outstanding, Perlico may continue to bar the Customer's line following termination until all Charges have been paid up to date by the Customer.

13.8 The termination or suspension of the Service or default of the Customer hereunder shall not affect the accrued rights and obligations of the parties under the Conditions. Any terms which expressly, or by implication, are intended to survive termination of the Customer's Contract shall continue to bind the parties following such termination.

13.9 Without prejudice to the generality of clause 13.7, on termination of the Contract, all Charges accrued by the Customer shall become immediately due and payable and, following termination, the Customer shall continue to pay the Charges accrued during the term of its Contract in accordance with Clause 6 hereof.

On termination, the Customer shall return any Equipment received from Perlico in respect of the Service to Perlico.

#### 14. Matters beyond Reasonable Control

14.1 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, failure of the Access Provider's networks or services, 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 ("Force Majeure").

#### 15. Assignment

15.1 Perlico may assign the Customer's Contract without consent provided that any Assignee shall be bound by the same obligations as Perlico under the Conditions.

15.2 The Customer shall not assign its Contract in whole or in part without the prior written consent of Perlico.

#### 16. Waiver

16.1 Failure by either party to exercise or enforce any right conferred by the Conditions 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.

16.2 Any deficiency in the Customer's authority to avail of the Service or to use the Equipment shall not preclude reliance by Perlico on any of its rights under the Conditions.

#### 17. Notice

17.1 Perlico shall send all notices to the Customer (i) in writing to the Customer's billing address as provided on registration; and/or (ii) on the Customer's bill; and/or (iii) by placing same on the Perlico website; and/or (iv) via email; and/or (v) via national newspapers.

17.2 Customer shall send all notices to the address that appears on the last written correspondence sent by Perlico to the Customer or such other address as may be prescribed by Perlico for the purpose.

17.3 Notice given by post or via the Perlico website shall be deemed served 48 hours after posting or on earlier proof of delivery. Notice given by Perlico in national newspapers shall be deemed served on the date of publication.

#### 18. Use of Information

18.1 Perlico shall process your personal data (as defined in the Data Protection Legislation) in accordance with the Data Protection Legislation.

18.2 Any information obtained by Perlico through an application for or the use of the Service may be accessed and used by Perlico and its Affiliates, agents and sub-contractors for the purposes of credit references, accurate billing and efficient operation of the Service, including disclosure to and retention by the Access Provider in connection with the operation, suspension and/or termination of the Service and for the insertion, change and deletion of the SB-WLR Customer Listing by Perlico and/or the Access Provider. The Customer shall be deemed in accepting these terms and conditions to have given consent for the use of his information for such purposes. The use of such information for purposes other than those outlined in the Conditions shall be subject to the Customer's consent as given in its Customer Application and the Customer Authorisation Form.

18.3 Perlico may use the Customer's contact details from time to time to contact Customer about Perlico promotions, products or services which may be available to Customer or to send Customer details of such promotions, products or services. The Customer hereby explicitly consents to such contact while the Customer is availing of the Service and for a period of 12 months after the Customer ceases to avail of the Service. Customer may indicate in its Customer Application or contact PERLICO at any time that it does not wish to receive such communications.

#### 19. Miscellaneous

19.1 The Conditions (comprising these terms and conditions, the Guide, the Customer Application and Perlico's Code of Practice), constitute the entire agreement between the parties in relation to the Service and, for the avoidance of doubt, supersede any terms which may have governed the provision of the CPS Residential Calling Service to the Customer. In the event of conflict between any of the documents incorporated in the Conditions, the following order of precedence shall apply:

1. these terms and conditions;
2. the Guide;
3. Perlico Code of Practice;
4. the Customer Application.

19.2 Perlico reserves the right to alter any terms of the Conditions for legal, technical, operational or commercial reasons, or to terminate any Package or change its tariffs, on giving 30 days' notice to the Customer. Notwithstanding any other provision of the Conditions, Perlico shall give notice for the purposes of this clause by either publishing notice in a national newspaper, publishing notice on its website or by notifying the Customer in writing or any combination of the foregoing. In the event of any such alteration, the Customer shall have the ability to terminate the Service without penalty during the notice period, subject to payment by the Customer of all Charges due to date.

19.3 Any dispute that arises in relation to this Service shall be dealt with in accordance with the dispute process contained in the section entitled "Code of Practice" as amended from time to time on [www.perlico.com](http://www.perlico.com). For the avoidance of doubt, the Customer's obligations under the Conditions, including payment obligations, shall not be effected for the duration of the complaint resolution.

19.4 If any provisions of the Conditions are held to be unenforceable, illegal or void in whole or in part the remaining portions of the Conditions (and the remaining portion of such provisions) shall remain in full force and effect.

19.5 A waiver by either party to the Conditions of any breach by the other party of any of the terms of the Conditions or the acquiescence of such party in any act which but for such acquiescence would be a breach as aforesaid, will not operate as a waiver of any rights or the exercise thereof.

19.6 The Conditions and the Contract shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.