



## TERMS & CONDITIONS

These Terms and Conditions are between the entity or individual entering into this Agreement (the "Customer") and Magnet Networks Limited trading as Magnet Plus ("Magnet Plus"). It is effective between the Customer and Magnet Plus as of the date of your acceptance of this Agreement.

These General Terms and Conditions will govern your purchase and ongoing use of the Facility and where applicable the installation of the Facility.

Magnet Plus may from time to time make its services available on a promotional basis. These promotions will be subject to special terms and conditions which amend these General Terms and Conditions and will be notified to the Customer with details of the promotion. Promotions may also be subject to qualifying conditions which the Customer will need to meet.

### DEFINITIONS

If there is any inconsistency between these documents these Terms and Conditions shall take precedence.

"ADSL Line" means an asymmetric digital subscriber line.

"Agreement" means this agreement between Magnet Plus and the Customer for the provision and where applicable for the installation of the Facility.

"Connection Charge" means the once off nonrecurring charge payable by the Customer for initial provision and where applicable installation of the Facility.

"Content" means data, information, video, graphics, for the Customer. sound, music, pictures, text, code, scripts, photographs, software and any other material (in whatever form) which may be made available as part of the Facility.

"Charges" means rental, connection charge and any other charge payable by the Customer to Magnet Plus hereunder.

"Credit/Debit Card Machines" means machines used to connect to the Customers' bank using a telephone line to facilitate debiting a credit or debit card of a customer.

"Customer" shall include any individual, partnership, firm, trust, body corporate or incorporate, government or government body, licensor or agency and a reference to a person includes a reference to that person's successors and assigns with whom Magnet Plus makes has made or is deemed to have made an agreement for the provision to such person of the facility and also means a person to whom such facility has been or is being provided.

"Facility" means the solution described in the "Our Solution" section on the first page of this Agreement relating to the provision of broadband communications facilities, including whatever additional voice or other services which are provided by means of such facilities including a ~~land~~ telephone system (PBX) depending on the service contracted and in default of a separate Order Form constitutes a valid order by the Customer to Magnet Plus to provide the Facility.

"Initial Period of Service" means the Contract Term described on the first page of this Agreement which will commence on the Ready for Service (RFS) date.

“Kit” means equipment comprising of, inter alia, hardware and software

“Magnet Plus” means Magnet Networks Limited trading as Magnet Plus with a registered address at IDA Business and Technology Park, Clonshaugh, Dublin 17, Ireland.

“Operator” means any person authorised to provide an electronic communications network or electronic communications service pursuant to the European Communities (Electronic Communications Network and Services) (Authorisation) Regulations 2003 as amended.

“Order Form” means the relevant form of order or other such appropriate form for the Facility which may be issued by Magnet Plus and which the Customer completes and communicates to MagnetPlus.

“PBX” means private branch exchange which is a telephone exchange private and individual to each company.

“Pack” means the type of Facility chosen by the Customer comprising, inter alia, the phone system, minutes and broadband.

“Premises” means the location where the Facility is provided.

“Ready for Service date” otherwise “RFS date” means the date on which Magnet Plus establishes the Facility for the Customer.

“Rental” is the recurring charge payable by the Customer to Magnet Plus in respect of the Facility.

“Welcome Letter” means any letter supplied to the Customer with the Kit.

“VoIP” refers to Voice over IP (Internet Protocol) the protocol on which voice calls are carried on an IP network, including the Internet.

The Agreement supersedes and replaces all prior communications, drafts, contracts, representations, warranties, undertakings and agreements of whatever nature whether oral or written, between the parties to this Agreement relating to its subject matter.

This Agreement shall be governed by and construed in accordance with Irish law.

The headings in this Agreement are for convenience only and shall not affect its interpretation.

The parties agree that the fact that this Agreement may be stored or exchanged in electronic form shall not affect its validity

### **1. FACILITY**

The Customer hereby agrees to avail of the Facility subject to the provisions of the Telecommunications Scheme in force for the time being and the provisions of any legislation applicable thereto (all together hereinafter referred to as “the Regulations”).

### **2. INSTALLATION**

The Facility shall be provided either by way of Full- Install (the installation of the Facility at the Premises by a Magnet Plus technician) or, by way of Self-Install (the provision of a Kit by Magnet Plus to the Customer to enable the Customer to carry-out the installation itself).

### **3. BUNDLE OFFERS**

The Facility is or will be available in different levels of bundles. Each bundle has a particular level of content (e.g. minutes to national and international calls, minutes to mobile phones etc) and is governed by the Magnet Plus Acceptable Usage Policy. Click [here](#). The Customer shall select the bundle level it wishes to avail of and shall inform Magnet Plus of its selection. The Customer agrees to be bound by the Acceptable Usage Policy. In the event that Customer usage represents excessive use of the Facility, Magnet Plus may, without prejudice restrict usage or, request the Customer to select a bundle level more appropriate to its usage. In the event of the Customer refusing or neglecting to select an alternative bundle level of the Facility, Magnet Plus may, upon due notice; terminate the provision of the Facility to the

Customer.

#### **4. UPGRADE/DOWNGRADE**

The Customer may upgrade during the Initial Period of Service or any subsequent contract periods. The Charges for the upgrade will be charged at the difference between current contract and upgrade pricing.

For Magnet Talk services a Customer may upgrade/downgrade the Facility once the first 6 months of their Initial Period of Service has expired. The Customer shall be entitled to one upgrade/ downgrade in any three month period and Magnet Plus requires 30 days' notice of such upgrade/downgrade.

#### **5. EMERGENCY CALLS**

Emergency calls to 112, 911 and 999 will be directed to the emergency services but no guarantee can be made about the reliability of these calls. Customers should especially be aware that power outages are likely to render computer equipment and internet connectivity nonfunctional and therefore preclude use of the service for emergency calls.



#### **6. ANCILLARY SERVICES**

Ancillary Services means services such as credit/ debit card machines and fax machines and monitored alarms. The Customer must inform Magnet Plus that the Customer has such ancillary services. Magnet Plus cannot guarantee that these services will continue to work if Magnet Plus has not been informed that the Customer is utilizing these ancillary services at ordering.

#### **7. CONTRACT PERIOD**

7.1 This Agreement shall commence on the Ready for Service date and shall be for the Initial Period of Service and thereafter shall be automatically renewed for successive periods of 30 days unless terminated by the Customer in accordance with the terms of this Agreement.

7.2 This Agreement may be terminated after the Initial Period of Service or any subsequent contract periods by giving Magnet Plus not less than thirty (30) days written notice. If a Customer wishes to end this Agreement before the end of the Initial Period of Service, Magnet Plus shall be entitled to charge the Customer the Charges which would have been payable by the Customer for the balance of the Initial Period of Service.

7.3 Once the Facility is activated irrespective of whether the Customer has implemented internal structures to utilise the Facility, the Customer shall be invoiced within 30 days of Ready for Service date.

7.4 If Magnet Plus fails to begin invoicing as outlined in 7.3, nothing precludes Magnet Plus from back invoicing from the RFS date.

#### **8. PRE-READY FOR SERVICE**

8.1 The Customer may cancel its order for the Facility within 5 days of the order being accepted by Magnet Plus. In the event of such cancellation by the Customer it shall be obliged to pay a cancellation cost which reflects the costs incurred by Magnet Plus in the provision of the Facility to meet the RFS date. The Customer shall also be obliged to return any loan equipment which may have been provided to it by Magnet Plus. Any equipment shall be returned to Magnet Plus at IDA Business and Technology Park, Clonsaugh, Dublin 17, Ireland. In the event of any equipment not being returned to Magnet Plus within ten (10) days of the cancellation of the order for the Facility, the Customer shall be charged by Magnet Plus and shall pay to Magnet Plus such sum as agreed as being the charge payable in respect of the non-return of any Kit.

8.2 If the Customer cancels scheduled porting or scheduled engineer visits the Customer shall be obliged to pay €100 during the installation period (prior to the RFS date).

#### **9. CANCELLATION**

9.1 Once the Initial Period of Service has expired, you can end the Facility by giving us 30 days notice in writing at any time. Please email [cancellations@magnetplus.ie](mailto:cancellations@magnetplus.ie) or post to Magnet Plus, IDA Business and Technology Park, , Clonsaugh, Dublin 17. Termination requests over

the telephone are not sufficient.

9.2 Cancellations during the Initial Period of Service are not valid unless Magnet Plus agrees to accept them and in such case the provisions of clause 14.2 will apply and Magnet Plus will invoice you the Charges in respect of the remaining months in your contract (the "Termination Charges").

9.3 If a porting request is received from another operator this shall be treated as a terminating event and you shall be liable for the Termination Charges and any outstanding charges for the balance of the Initial Period of Service or any subsequent contract term.

#### **10. FAULTS**

If a fault or degradation of the service occurs Magnet Plus must be contacted immediately. A credit shall not be given until Magnet Plus is satisfied that there is a fault on their network. A credit will only be given from the date the fault is logged until the date that it is resolved. All credits are outlined in our Service Level Agreement.

#### **11. ORDERING**

11.1 The Customer agrees to provide Magnet Plus and its agents with all such information and cooperation including, inter alia, suitable Premises, equipment and services as Magnet Plus may reasonably require from time to time enabling it to provide the Facility. Magnet Plus may, in its absolute discretion, refuse to provide the Facility where such information or cooperation is not furnished by the Customer.

11.2 On the placing of the order for the Facility, the Customer shall be provided with: (a) the RFS Date by Magnet Plus; (b) where the Customer so requests Magnet Plus shall provide it with the use of an ADSL or other modem for the duration of this Agreement to facilitate connection to the Facility (c) where the Customer requests the Facility by way of Self-Install Magnet Plus shall provide a Kit to enable the Customer to carry-out the installation itself.

#### **12. USAGE POLICY**

The Customer agrees that it has read and understands the Acceptable Usage Policy (AUP) and Fair Usage Policy (FUP) and understands that the AUP and FUP may be revised from time to time. The Facility may only be used by Customers in accordance with Magnet Plus's AUP and FUP, latest versions are available [here](#).

#### **13. CHARGES/PRE-BILLING REPORT**

13.1 If a Customer does not respond within 10 days of receipt of the pre-billing report silence is deemed to have accepted such report.

13.2 Termination or expiry of this Agreement in accordance with its terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including Magnet Plus's right to be paid all outstanding charges accrued and outstanding in respect of the Facility.

13.2 Should you disagree with any Charges shown on your bill Customer must write or phone Magnet Plus before the date that payment is due highlighting the Charges that you are querying; all other Charges will remain due at the payment date. If the Charges that you have highlighted are incorrect then we will apply a credit to your account in respect of any incorrect Charges; if an amount remains outstanding we will advise you of the amount and the new payment date. Unless a credit is issued the full amount remains due.

13.3 Magnet Plus reserves the right to increase or decrease our fixed charges and/ or introduce new fixed charges from time to time. If we increase any of our fixed charges or introduce new fixed charges, we will give you twenty one (21) days prior notice.

13.4 Magnet Plus will invoice all monthly recurring Charges monthly in advance and all nonrecurring and usage based Charges monthly in arrears, payable within twenty one (21) days of the invoice date;

13.5 If a Customer has an inquiry in relation to the Charges they must contact Magnet Plus within 21 days of the date of invoice. Magnet Plus will not credit a customer who does not notify Magnet Plus within 60 days of their issue arising.

13.6 We will send all bills and notices for Services to your billing address and you should send any notice to us to our address indicated on our invoice. You must tell us straight away about any change in the billing address. We allow 48 hours for you to receive bills and notices through the post. You agree that after 48 hours we can assume you have received the bill or notice. With your consent, we may be able to send you bills and notices by e-mail.

13.7 We reserve the right to assign all payments received or credits against the oldest invoice on your account.

#### **14. TERMINATION/SUSPENSION**

14.1 Without affecting any other right or remedy available to it, Magnet Plus may terminate this Agreement with immediate effect by giving written notice to the Customer if: (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or (b) there is a change of control of the Customer; or (c) there is a material breach of the terms of this Agreement.

14.2 If the Customer terminates this Agreement during the Initial Period of Service or any subsequent contract period, Magnet Plus may in its sole discretion, without prejudice to its rights to treat the termination as a breach or repudiation of this Agreement, agree to accept such termination and in which case, the Customer shall be liable to pay to Magnet Plus the Termination Charges which represents the remaining Charges due for the Initial Period of Service or any subsequent contract period.

14.3 On termination of this Agreement for whatever reason, the Customer shall (a) return to Magnet Plus within fourteen (14) days of such termination any loan equipment, the use of which may have been supplied to it pursuant to clause 8.2 by Magnet Plus as part of the Facility. In the event of failure by the Customer to return any or all of the Kit the Customer shall become liable to pay to Magnet Plus the total cost of the equipment which the Customer has failed to return; and (b) the Customer shall return all of the Magnet Plus materials and any deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement.

14.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

14.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

14.6 Without affecting any other right or remedy available to it, Magnet Plus may suspend the supply of the Facility under this Agreement or any other contract between the Customer and Magnet Plus if the Customer fails to pay any amount due under this Agreement on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.1(b) and clause 14.1(c), or Magnet Plus reasonably believes that the Customer is about to become subject to any of them.

14.7 If the Customer is suspended no activity may take place on their account such as porting number to other networks, upgrading of services. The suspension will be revoked once all invoices are paid or the events at 14.1 (b) and (c) have ceased.

## **15. PORTING**

15.1 Where this Agreement is terminated by the Customer for the purposes of availing of Bitstream Port Transfer or any number port transfer, the transfer to another authorised operator shall not come into effect until such time as the Customer has paid to Magnet Plus all Charges due and owing, up to the date of termination together with all Charges arising from such termination as set out in this clause 15.

15.2 Transferring to another authorised operator can only be facilitated where Magnet Plus have a Number Porting Agreement in place with the relevant service provider. Provision of the Facility may result in temporary loss of telephone Service to the Customer during the period in which initial installation of the Facility is taking place.

15.3 Subject to Clause 19.1 Magnet Plus warrants that the Facility will be provided with due care skill and diligence and any materials used will be sound and reasonably fit for the purpose for which they are required.

15.4 Magnet Plus does not warrant that the Facility will meet the Customer's requirements or that the operation of the Facility will be uninterrupted or error-free.

15.5 If another authorized operator requests a port out for a Magnet Plus customer under EU Directive 2009/136/EC in one day, Magnet Plus has no liability if the numbers ported fail or do not work once ported out of the Magnet Plus network, otherwise a delayed port will take place.

## **16. NETWORK MAINTENANCE**

16.1 The Customer agrees that from time to time it may be necessary for Magnet Plus to temporarily suspend the Facility during periods of repair, essential maintenance or alteration or improvement to Magnet Plus's telecommunications network or otherwise in accordance with the law. Where possible Magnet Plus will give the Customer notice prior to such suspension of the Facility and Magnet Plus shall restore the Facility as soon as possible after such suspension.

## **17. BROADBAND SPEEDS**

Broadband speed is subject to availability and line quality. If your line cannot support the download speed requested, Magnet Plus will offer you the best available speed that your line supports and downgrade the contract to reflect the speed you are able to achieve. Magnet Plus will not actively monitor lines and you must inform Magnet Plus of the degradation of the speed once noticed. Once the degradation is reported and confirmed by Magnet Plus, the Customer's speed will be amended to the best available speed that the line supports from the date the degradation was reported.

## **18. LIABILITY**

18.1 If Magnet Plus is in breach of any express or implied obligation its liability shall be limited to: a) Correcting the relevant fault, at its own expense; or b) At the option of Magnet Plus, reimbursement of the price of the Facility in question.

18.2 Magnet Plus shall have no further liability to the Customer in contract, tort or otherwise including any liability for negligence or breach of duty whether occasioned by the negligence of Magnet Plus, its employees, agents or otherwise, in respect of the following:

- (i) any loss of revenue, business, contracts, Anticipated Savings, or profits; or
- (ii) any loss or corruption of data or software configuration; or
- (iii) any indirect, consequential, special, incidental or punitive loss, including loss of profit or cost of provision of substitute facility howsoever arising.

"Anticipated Savings" means any expense, which the Customer expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of using the Facility.

18.3 In so far as the same is permissible by law, Magnet Plus shall not be liable in contract,

tort or otherwise for any loss, injury or damage, arising directly from:

- a) any act, omission, error, default, failure or delay in respect of the provision, installation, operation, maintenance or termination of the Facility;
- (b) any failure of the Facility;
- (c) any failure of, or defect in, anything provided as a part of or in association with the Facility.

18.4 Nothing in these conditions of service shall exclude or limit the liability of Magnet Plus for death or personal injury resulting from the negligence of Magnet Plus or any of its employees or agents, nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited, including the statutory rights of a consumer.

18.5 In no event shall Magnet Plus be liable to the Customer for damage suffered by the Customer as a consequence of acts or omissions of third parties. The Customer acknowledges that it accesses the Internet at its own risk and that Magnet Plus has no responsibility for any goods, services, information, software or other materials accessed by the Customer whilst using the Facility.

#### **19. INDEMNITY**

The Customer shall indemnify Magnet Plus against all claims made against Magnet Plus, for loss, damage or injury to any person or property occasioned by or arising from the use of the Facility by the Customer.

#### **20. DEFECTS/FAULTS**

The Customer shall notify Magnet Plus as soon as possible after a defect, fault or impairment in the operation of the Facility is detected and Magnet Plus shall endeavour to attend as soon as practicable during normal business hours to the fault at the Premises or at whichever location Magnet Plus considers the reported fault to be located.

#### **21. SECURITY**

21.1 We may provide you with PIN numbers, passwords or other security measures in connection with your access to the Facilities. These must be changed immediately on receipt to ensure security of your Facilities. These passwords should be changed regularly to ensure continued security of the Facility. Magnet Plus is not responsible or liable for your PBX and it your responsibility to ensure that it is secure.

21.2 If you suspect that any of them has become known to an unauthorised person you must inform us immediately.

#### **22. FORCE MAJEURE**

22.1 Magnet Plus reserves the right to charge the Customer reasonable costs and expenses incurred by Magnet Plus in providing maintenance services where the need for maintenance services results from any one of or a combination of the following:

- (i) acts of God, lightning, electric voltages and currents impressed on the telecommunications line by lightning or otherwise, fires, floods, storms or other catastrophes; or
- (ii) government control, restrictions or prohibitions; or
- (iii) any other act or omission of any public authority (including Government) whether local, national or international; or associated with any telecommunications systems other than that of Magnet Plus ; or
- (iv) the wilful or negligent act or default of the Customer or of any supplier, agent of the Customer; or
- (v) failure of the Customer to comply with any of the provisions of this Agreement; or (vi) fault in or other problem; or
- (vii) any other cause whatsoever which is beyond the reasonable control of Magnet Plus.

#### **23. MISCELLANEOUS**

23.1 Magnet Plus reserves the right to alter these terms and conditions without notice being given to the Customer except where the alteration is material change to the terms. The Customer shall be free to dissolve the contract upon receipt of altered terms and conditions

by giving Magnet Plus 30 days' notice within the 30 days' notice period of Terms and Conditions altering.

23.2 You may not transfer or try to transfer the Facility or any of your rights and responsibilities under this Agreement. Magnet Plus may transfer its rights and obligations under this Agreement without your permission, except where this would result in a worse service to you.

23.3 We can record any conversations between you and our staff for training or validation purposes.

23.4 Each of our rights, remedies and powers under this Agreement are cumulative and will not exclude us from any other right, remedy or power at any time.

23.5 If a clause or condition of this Agreement is not legally effective, the remainder of these conditions shall be effective. We can replace any condition that is not legally effective with a condition of similar meaning that is.

23.6 We may use credit reference agencies to help us make credit decisions or for fraud protection. You agree that we may register information about you and the conduct of your account with any credit reference agency and that any such credit reference agency may make decisions solely by automated means. For the purpose of fraud prevention, debt collection and credit management, information about you and the conduct of your account may be disclosed to debt collection agencies, security agencies, financial institutions or other phone companies. You also agree that we can do those things that are permitted from time to time under our registration under current data protection legislation.

23.7 The Facility is provided in accordance with the relevant product description/ handover document. The Customer acknowledges that the relevant product description may contain limitations and constraints on the use of the Facility. The customer agrees and undertakes to adhere to these constraints and restrictions.

23.8 The Facility is provided solely for the Customer's own use and the Customer shall not resell the Facility (or any part of the Facility) to any third party.

23.9 Where additional terms and conditions or sections of the AUP and FUP govern any access to any Content or to any Internet service, the Customer acknowledges that it is obliged to comply with such terms and conditions.

23.10 Unless expressly provided in these Conditions, no Condition is enforceable by any person who is not the purchaser of the Services.

23.11 These Conditions and all associated order forms represent the entire agreement between us in relation to the Facility the subject matter of this Agreement. Neither party has entered into this agreement in reliance upon (and, to the extent permissible under applicable law, we do not have any liability in relation) any representations, term or condition not expressly set out in these Conditions.

23.12 Any dispute arising between the parties shall be referred by you initially to the Customer Relations Manager in order that any such dispute may be resolved in good faith and any such dispute shall be conducted in accordance with our Dispute Resolution Procedure. <https://magnetplus.ie/code-of-practice-complaints/> For the avoidance of doubt and in the event of such a dispute, we shall continue to provide the Facility in accordance with this Agreement unless otherwise requested by you.

23.13 Laws of Ireland will apply to these Conditions and any disputes will be settled exclusively in the courts of Ireland.

## **24. Personal Data**

24.1 When you use the Facility you may provide us with Customer Personal Data in



order for us to provide the Facility requested by you.

24.2 The Parties agree that the Customer shall be the Controller of Customer Personal Data and any Own Customer Data and Magnet Plus shall be the Processor, except in respect of any referral data provided to Magnet Plus by the Customer for our on-boarding purposes, in which case Magnet Plus will be the Controller. You are responsible for ensuring that you have the necessary consents and notices in place, or another valid lawful basis (within the meaning of Data Protection Laws) before you use the Facility to collect, process, use and transfer Customer Personal Data or Own Customer Data to us for use in accordance with this Agreement.

24.3 Each Party shall comply with the Data Protection Laws and its relevant obligations under this Agreement.

24.4 You agree that you have and will abide by a privacy policy that complies with Data Protection Laws and Good Industry Practice. The policy must provide notice of your use of technology that collects, uses, and stores Customer Personal Data. You will make your privacy policy accessible to your Own Customers before you use the Facility to collect and process any Customer Personal Data on any Own Customer Data.

24.5 Nothing in this clause 24 shall relieve, remove or replace your obligations under Data Protection Laws as controller. You are responsible for ensuring that you have all the necessary consents and notices in place, or another valid lawful basis (within the meaning of Data Protection Laws), before you use the Facility to collect, process, use and transfer Customer Personal Data or Own Customer Data to us for use in accordance with these terms and conditions for the duration and purposes of this Agreement.

24.6 Magnet Plus Privacy Policy sets out further information about how we process personal data. A copy of our current Privacy Policy can be accessed at <https://magnetplus.ie/privacy-statement/>



