

## Terms and 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.

### 1. DEFINITIONS

In this Agreement: The Order Form, these Terms and Conditions and the Acceptable Use Policies constitute and set out the entire agreement (“the Agreement”) between the Customer and Magnet Plus relating to the provision and where applicable the installation of the Facility. If there is any inconsistency between these documents, they shall take precedence in that priority order.

“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.

“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 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 provision of data connectivity services as more particularly described in the Order Form, which may include broadband communications facilities, voice or other services.

“Initial Period of Service” means twenty-four (24) calendar months (or as specified in the Contract Term section of this agreement) from the Ready for Service (RFS) date. Magnet Plus may from time to time make its services available on a promotional basis. These promotions will be subject to special conditions which amend these 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.

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

“Magnet Plus” means Magnet Network Limited (trading as Magnet Plus) with a registered address at IDA Business and Technology Park, Clonshaugh, Dublin 17, D17 AK77, Ireland.

“Magnet Plus Broadband” means the Facility.

“Magnet Plus Voice” means the Facility.

“Non-Recurring Fee” means a one-time fee payable by the Customer for the provision of the initial services to set up the Facility, which shall include the following:

- i. Customised Solution Design
- ii. Integration to the Customer’s Network
- iii. Service Delivery, Commissioning and Testing
- iv. CPE if applicable

“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 issued by Magnet Plus which the customer completes and communicates to Magnet Plus.

“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 the Contract. 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.

## 2. 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”).

## 3. 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).

## 4. 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: 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.

## 5. 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 VoiceNet or Magnet Talk services a customer may upgrade/downgrade the Facility once the first 6 months of their Initial Term 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.

## 6. 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 non-functional and therefore preclude use of the service for emergency calls.

## 7. 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.

## 8. CONTRACT PERIOD

8.1 This Agreement shall take effect on the date of execution. The Initial Period of Service shall commence on the Ready for Service Date.

8.2 If a Customer wishes to end this Agreement at any stage before the end of the Initial Period of Service, it shall be liable to pay the Charges and fees as set out in clause 14.3 of this Agreement.

8.3 After the Initial Period of Service has expired, the Agreement continues on a month-to-month basis (“Rolling Term”). During the Rolling Term the Charges may be subject to change at Magnet Plus discretion. The Customer shall have the right to terminate the Agreement at any time during the Rolling Term by giving Magnet Plus not less than thirty (30) days written notice.

## 9. PRE-READY FOR SERVICE.

9.1 If the Customer wishes to cancel the Agreement prior to the RFS date, it shall be required to pay any Non-Recurring Fee applicable, as determined by Magnet Plus. The Customer shall also be obliged to return any loan equipment or Kit which may have been provided to it by Magnet Plus in accordance with clause 14.3.

## 10. CANCELLATION

Any cancellation of this Agreement, must be via email to [cancellations@magnetplus.ie](mailto:cancellations@magnetplus.ie), marked for the attention of the Cancellation Department, or posted to Cancellation Department, Magnet Plus, IDA Business and

Technology Park, Clonshaugh, Dublin 17, D17 AK77, Ireland.

**10.1 . Termination requests over the telephone, to another email address or via any other method will not be accepted.**

10.2 If a porting request is received from another operator this shall be treated as an indirect cancellation request and you shall be liable for the fees and Charges as set out elsewhere in this Agreement.

## 11. FAULTS

If a fault or degradation of the service occurs Magnet Plus must be contacted immediately as per our Service Level Agreement. Magnet Plus will restore the service and manage the fault in line with our Service Level Agreement on our website.

## 12. ORDERING

12.1 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.

12.2 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.

## 13. USAGE POLICY

The customer has read and understands the Acceptable Usage Policy (AUP) and Fair Usage Policy (FUP) and understands that the AUP may be revised from time to time. The Facility may only be used by Customers in accordance with Magnet Plus's AUP and FUP available at <http://www.magnetplus.ie>

## 14. CHARGES/PRE-BILLING REPORT

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

14.2 In addition to the Charges, the Customer shall be liable to pay Magnet Plus Non-Recurring Fees which shall accrue on the date of execution of this Agreement and which shall be billed prior to the RFS Date. The Non-Recurring Fees are non-refundable except in circumstances where Magnet Plus accepts that it is unable to complete the installation of the Facility due to technical reasons.

14.3 If the Customer cancels this Agreement:

- (i) Before the RFS date, it shall be liable to pay Magnet Plus the Non-Recurring Fees plus 50% of the Customer's Charges for the first year of the Facility plus any fees incurred by Magnet Plus by third party services providers up to and including the date of cancellation; or
- (ii) In the Initial Period of Service, any Charges and fees (to include any Non-Recurring Fees), which would have been payable by the Customer for the balance of the Initial Period of Service and/or which have otherwise accrued up to the date of termination.

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

14.5 If Magnet Plus fails to begin invoicing as outlined in clause 14.4 (or clause 14.2 as applicable to the Non-Recurring Fees), nothing precludes Magnet Plus from back invoicing at a later date. The payment terms shall be as set out in the invoice.

14.6 Should you disagree with any Charges or fees billed, you are required to notify Magnet Plus in writing or by telephone 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 Magnet Plus will apply a credit to your account in respect of any incorrect Charges; if an amount remains outstanding, Magnet Plus will advise you of the amount and the new payment date. Unless a credit is issued the full amount remains due. Magnet Plus will not credit a customer who does not notify Magnet Plus of their issue in accordance with the terms of this clause.

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

14.8 Magnet Plus will invoice all monthly recurring Charges monthly in advance and all usage-based Charges monthly in arrears. Payment terms shall be as set out in the invoice.

14.9 Magnet Plus will send all bills and notices regarding your Facility to your billing address and the Customer should send any notice to Magnet Plus to the address indicated on the invoice. The Customer must notify Magnet Plus immediately about any change in the billing address. Magnet Plus will allow 48 hours for you to receive bills and notices through the post. The Customer agrees that after 48 hours Magnet Plus can assume that the Customer has received the bill or notice. With the Customer consent, Magnet Plus may be able to send you bills and notices by e-mail.

14.10 Magnet Plus reserve the right to assign all payments received or credits against the oldest invoice on your account.

14.11 If the Customer cancels any scheduled porting or scheduled engineer visits at any time during the Agreement, the Customer shall be obliged to pay the cost incurred by Magnet Plus for such visit.

## 15. TERMINATION/SUSPENSION

15.1 This Agreement may be suspended or terminated by Magnet Plus for breach of its terms, payments overdue by 15 days or greater or, otherwise in accordance with the Regulations.

15.2 Magnet Plus may terminate this Agreement at any time for convenience with 90 days' notice to the Customer.

15.3 If the Customer terminates this Agreement at any time from the date of execution until the end of the Initial Period of Service, Magnet Plus may (without prejudice to its rights to treat the termination as a breach or repudiation of this Agreement), agree to accept such termination provided notice of such termination is in accordance with clause 10.1 of this Agreement and the Customer pays the amounts set out in clause 14.3.

15.4 On termination of this Agreement for whatever reason, the Customer shall return to Magnet Plus within fourteen (14) days of such termination any loan equipment or Kit, supplied to it by Magnet Plus as part of the Facility. In the event of failure by the Customer to return such loan equipment it shall become liable to pay to Magnet Plus €80 (plus VAT) in respect of such failure. 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.

15.5 If the Customer is suspended no activity may take place on their account such as porting numbers to other networks or upgrading of services. The suspension will be revoked once all invoices are paid.

## 16. PORTING

16.1 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 and fees due and owing, up to the date of termination together with all Charges arising from such termination as set out in clause 14.3 or elsewhere in this Agreement.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

## 17. NETWORK MAINTENANCE

17.1 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.

## 18. 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.

## 19. LIABILITY

19.1 If Magnet Plus is in breach of any express or implied legal 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.

19.2 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.

19.3 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:

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

19.4 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.

19.5 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.

## 20. 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 or a breach of this Agreement by the Customer.

## 21. 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.

## 22. SECURITY

22.1 Magnet Plus 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.

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

## 23. FORCE MAJEURE

23.1 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 willful 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.

## 24. MISCELLANEOUS

24.1 Magnet Plus reserves the right to alter these terms and conditions upon 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.

24.2 You may not transfer or try to transfer your Service or any of your rights and responsibilities under these Conditions. Magnet Plus may transfer any of ours without your permission, except where this would result in a worse Service to you.

24.3 Magnet Plus can record any conversations between you and our staff for training or validation purposes.

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

24.5 If a clause or condition of these Conditions is not legally effective, the remainder of these Conditions shall be effective. Magnet Plus can replace any Condition that is not legally effective with a Condition of similar meaning that is.

24.6 Magnet Plus may use credit reference agencies to help us make credit decisions or for fraud protection. You agree that Magnet Plus 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 Magnet Plus can do those things that are permitted from time to time under our registration under current data protection legislation.

24.7 The Facility is provided in accordance with the relevant product description in the Regulations. 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.

24.8 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.

24.9 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.

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

24.11 This Agreements represents the entire agreement between us in relation to the Services. Neither of us has entered into this agreement in reliance upon (and, to the extent permissible under applicable law, Magnet Plus do not have any liability in relation) any representations, term or condition not expressly set out in these Conditions.

24.12 Any dispute arising between the parties shall be referred by you initially to the Customer Relations Manager for the purposes of the Conditions 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. For the avoidance of doubt and in the event of such a dispute, Magnet Plus shall continue to provide the Services in accordance with the Conditions unless otherwise requested by you.

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