



# BBnet Terms and Conditions 2020

## 1 DEFINITIONS

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

1.1 "Agreement" means our order form and terms and conditions.

1.2 "Authorised Installer" shall mean a person or company appointed by BBnet (hereinafter referred to as "BBnet") to install, adjust, maintain or repair the Equipment.

1.3 "Commencement Date" means the commencement of this Agreement;

1.4 "Equipment" means the equipment and/or any other item to include all fittings, accessories and modifications thereto from time to time provided as an essential part of providing the Service under this Agreement;

1.5 "BBnet" shall mean EOBO Limited t/a BBnet.

1.6 "Minimum Subscription Period" means the term commencing on date of installation of the Equipment and the date twelve (12) or twenty-four (24) months thereafter.

1.7 "Notice Date" means the date 30 (thirty) days after written notice is given to BBnet by the Subscriber requesting the removal of the Equipment;

1.8 "Parties" or "the Parties" means the Subscriber and BBnet including its assignees.

1.9 "Premises" means the location at which the Subscriber receives the Services and where the Equipment is installed;

1.10 "Service" means an Internet Protocol (IP) based internet connectivity service provided by BBnet, connecting the Subscriber to the Internet via BBnet's network, including such additional services as may be subscribed to, by the Subscriber;

1.11 "Subscriber" shall mean the party to whom BBnet is providing the Service.

1.12 "Subscription" means the amount payable to BBnet for the provision of Service and the use of the Equipment together with any Value Added Tax and any other taxes (at applicable rates from time to time);

1.13 "Subscription Period" means the entire term of this Agreement, which shall automatically continue after the Minimum Subscription Period until cancelled by either Party upon thirty (30) days' notice.

## 2 GENERAL TERMS

2.1 BBnet supplies a Service and /or Equipment to the Subscriber, pursuant to this Agreement. BBnet hereby grants use of the Equipment to the Subscriber, which accepts such use on the terms and conditions as set out in this Agreement.

2.2 This Agreement contains the entire agreement between the Parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all Parties to this Agreement or their duly authorised representatives.

2.3 No indulgence, leniency or extension of time which BBnet may grant or show to the Subscriber, shall in any way prejudice BBnet or preclude BBnet from exercising any of its rights in the future.



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2.4 The Subscriber acknowledges that this Agreement was fully completed, and the particulars set forth therein are true and correct.

### 3 ACCEPTANCE AND INSTALLATION

3.1 The Subscriber acknowledges that the basis of this Agreement is that:

3.1.1 The Subscriber shall at its own cost ensure that the Premises is suitable for the installation, use and accommodation of the Equipment;

3.1.2 If the Subscriber is not the owner of the Premises on which the Equipment will be installed, it is the Subscriber's responsibility to ensure they have received written authorisation from the owner to install the equipment at the premises, prior to installation;

3.1.3 In order to facilitate delivery, the Subscriber shall grant Access to the Premises to allow for installation (and subsequently for repair and maintenance) of the Equipment. Should the Subscriber fail to grant access BBnet shall not be responsible for non-provision of Services consequently.

3.2 All risk of loss and damage in and to the Equipment shall from the date of delivery to the Subscriber vest with the Subscriber,

3.3 BBnet will make every possible endeavor to maintain constant access to the Service and ensure that it is available for use by the Subscriber. However, BBnet cannot be held responsible for accidental non-availability for outages of services, or for unforeseen interruptions to service.

3.4 Some installations may incur an increase in installation price to reflect the man hours and labour in order to bring broadband to an area or location which would normally be difficult or impossible to facilitate.

### 4 PAYMENT OF CHARGES

4.1 The Subscriber shall pay the Subscription to BBnet in the amount stipulated in the order form monthly in advance.

4.2 The Subscriber shall only pay such portion of the monthly subscription fee as is equal, pro-rata, to the number of days which remain in that month in relation to the total number of days in that month.

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

4.4 BBnet shall be entitled and is hereby specifically authorised to, at its election, either immediately cancel this Agreement and/or suspend the supply of Services to the Subscriber and/or to recover the Equipment (as provided for in this Agreement), upon failure by the Subscriber to pay the Subscription or breach of the terms of this Agreement.

4.5 Should a Subscriber's payment fail for any reason that is due to the Subscriber, BBnet shall apply an administration charge of €10 for each and every event of failure.

4.6 Should the Subscriber ever be occasioned to pay to BBnet any ancillary amount, as is not provided for in this Agreement, then such amount shall be paid directly to BBnet over and above the charges set out in this Agreement. A list of such ancillary charges is available at <http://bbnet.ie/bbnet-rate-card/>



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4.7 Should the Service not be available as a result of damage to the Equipment by the Subscriber, whether inadvertently or intentionally, the Subscriber shall still be liable for the full Subscription during such period where the Service is not available to the Subscriber

### 5. DURATION

5.1 Once the Customer has agreed to purchase a BBnet subscription package, a 14-day Cooling-off period ("Cooling-off Period") is allowable, during which the Customer may choose to cancel their agreement. There is no penalty for cancelling during the Cooling-off period. BBnet operates this policy under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (SI 484/2013), whereby the Customer is entitled to a cooling-off period of 14 days, which in the case of a service, the cooling-off period begins on the day the contract for distance selling was concluded. Thus, during the Cooling-off Period, the Customer can cancel a distance contract without giving a reason and without incurring charges or penalties. The Customer is liable for paying for the cost of the use of the service pro rata from the date of the connection up until the date of the disconnection of the service, along with any possible charges incurred in returning the goods.

5.2 After the Minimum Subscription Period expires the Agreement may be terminated by either party, giving the other 30 days' prior notice. The Subscriber must pay the Subscription up to the end of that 30-day notice period.

5.3 If the Subscriber terminates this Agreement before the end of the Minimum Subscription Period other than in the circumstances outlined in paragraph 8.1 the Subscriber must pay immediately the balance of the Subscription due for the rest of the Minimum Subscription Period

5.4 If, during the Minimum Subscription Period, BBnet, following 30 days' notice to the Subscriber, increases the Subscription or makes significant changes to the Services, the Subscriber may terminate this Agreement without penalty.

5.5 BBnet provides the Services under a license granted by ComReg. BBnet may terminate this Agreement with immediate effect by giving written notice if the License is revoked or otherwise terminated for any reason whatsoever.

### 6 OWNERSHIP OF THE EQUIPMENT

The Equipment is and shall remain the property of BBnet and the Subscriber shall not be entitled to acquire ownership during or after termination of this Agreement.

### 7 INSURANCE

7.1 The Subscriber shall, unless otherwise agreed to by the Parties in writing, for the period of this Agreement, cover the risk of loss and damage to the Equipment.

7.2 If after the Commencement Date the Equipment or any part thereof is lost, stolen or damaged, irrespective of the cause, then the Subscriber shall immediately notify BBnet in writing within 5 (five) days of the happening or becoming aware of any such an event.

7.3 The Subscriber absolves BBnet from any liability for all costs in respect of the repair and/or replacement of the Equipment that are not fully, or all recovered from the Subscriber.



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### 8. SUBSCRIBER RESPONSIBILITIES

#### 8.1 The Subscriber shall.

8.1.1 if not the owner of the Premises, obtain all requisite notices and consents from the owner of the Premises prior to installation of the Equipment. BBnet shall assume no liability whatsoever arising from the failure of the Subscriber to procure the same.

8.1.2 promptly notify BBnet in writing if the Equipment is to be moved to premises not being the Premises. BBnet provides no warranty of connectivity to the Services at such new premises and assumes no liability whatsoever if it is unable to provide the Services at the new premises. In such a case the Service shall terminate upon the date upon which BBnet is given access to de-install the equipment. If this occurs prior to the expiry of the Minimum Subscription Period, the Subscriber shall be liable in full for the charges in respect of the remainder of the Minimum Subscription Period.

8.1.3 not move the Equipment from the site or location of its installation without the prior written consent of BBnet, which consent shall not be unreasonably withheld;

8.1.4 not make any alteration or modification to the Equipment without BBnet's written consent.

8.1.5 keep the Equipment free from the claim of third parties and from attachment; shall not alienate, transfer or encumber the Equipment either in part or as a whole or allow any lien to arise in respect thereof;

8.1.6 advise the owner of the Premises of BBnet's ownership of the Equipment and prior to the signing hereof advise BBnet of the name and address of the owner (and any subsequent owner) where the Equipment is installed whereupon BBnet shall be entitled to notify such persons in writing of its rights in the Equipment and shall be allowed to inspect the Equipment at all reasonable times.

### 9 MAINTENANCE

9.1 The Subscriber shall take reasonable care in the use of the Equipment and shall at its own cost and expense maintain the Equipment in proper working order and protect it from loss and damage.

9.2 BBnet shall, at its own cost, remedy any damage to the Equipment caused by faulty workmanship or defects in the Equipment provided that the Equipment was installed by BBnet or by an Authorised Installer approved by BBnet.

### 10 INDEMNITY AND LIMITS OF LIABILITY

10.1 The Subscriber hereby indemnifies and holds BBnet harmless against any and all losses, injury, damage, fines, penalties and claims of whatsoever nature and howsoever arising from or connected with the Equipment, or the use or possession thereof and whether or not such claims are caused by any act or omission of the Subscriber or anyone else

10.2 Liability is neither restricted nor excluded for:

10.2.1 death or personal injury resulting from any act or omission by BBnet or the acts or omissions of BBnet representatives or contractors while acting on its behalf; or

10.2.2 direct physical damage to the Subscriber's personal property to an amount not exceeding €10,000 in respect of any one event or series or connected events where such damage arises from BBnet's own



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negligence, or the negligence of its employees, representatives or contractors while acting in the course of employment by BBnet; or

10.2.3 any statutory obligations which cannot by law be excluded or restricted including any liability arising by virtue of Sale of Good and Supply of Services Act 1980

10.3 BBnet will not be liable for any unforeseen, consequential or indirect loss, loss of profits, business, revenue, contracts or anticipated savings, wasted expense, financial loss, lost or destroyed data, liability to third parties or for damage or compensation for loss of use of the Services.

10.4 BBnet shall not be liable for failure to comply with undertakings under this Agreement if hindered from doing so by something outside its reasonable control. Matters outside its reasonable control will include but not be limited to lightning, flood or severe weather conditions, fire or explosion, civil disorder, terrorist activity, war, actions of local or national government or industrial disputes, performance of leased or rented telecommunications services or network or other operators, and the Internet.

### 11 PROCEDURE ON TERMINATION

11.1 Upon the termination of this Agreement for any reason whatsoever, the Subscriber shall forthwith allow BBnet to recover the Equipment from the Subscriber.

11.2 The Subscriber shall be obliged, at his own risk and expense, to immediately return the Equipment to BBnet at the address to be nominated by BBnet, fair wear and tear excepted.

### 12 BREACH

12.1 Should the Subscriber:

12.1.1 default in the payment of any amounts when they are due under the terms of this Agreement; or

12.1.2 fail to observe any other of the terms, conditions and/or obligations (all of which are agreed to be material) of this Agreement or of any other agreement with BBnet; or

12.1.3 be sequestrated or placed under judicial management or be wound up, provisionally or finally, or abandon the Equipment, or allow the Equipment to be seized under any legal process; or

12.1.4 do or suffer to be done anything which might prejudice BBnet's rights under this Agreement or which might cause BBnet to suffer any loss or damage; then upon the occurrence of any one or more of these events, BBnet shall be entitled to take one or more of the following actions:

12.2 immediately terminate this Agreement, suspend the Service, take possession of the Equipment, recover from the Subscriber

payment of all such amounts due at the date of cancellation, retain all monies already paid by the Subscriber and claim all outstanding amounts which would have been due until expiry of this Agreement and to recover all costs, including legal costs.

12.3 In the event of termination of this Agreement in terms of this paragraph 12 the Subscriber shall be obliged, at his own risk and expense, to immediately return the Equipment to BBnet at the address to be nominated by BBnet



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### 13 ASSIGNMENT AND DELEGATION

13.1 The Subscriber shall not cede any of his rights nor delegate any of his obligations hereunder without the prior written consent of BBnet.

13.2 BBnet shall be entitled to transfer to any third party at its absolute discretion all or any of its rights under this Agreement, including its rights of ownership in the Equipment, either absolutely or as collateral security. This clause shall be irrevocably deemed to constitute formal notice of such cession by BBnet to the Subscriber. All rights in this Agreement recorded in favor of BBnet shall on cession pass to the benefit of the cessionary, who shall then be capable of enforcing such rights against the Subscriber who then shall:

13.2.1 hold the Equipment on behalf of and in accordance with the instructions and directions of the cessionary;

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

### 14 JURISDICTIONS

14.1 This Agreement shall in all respects be governed and construed in accordance with the laws of the Republic of Ireland and all disputes, actions and other matters in connection therewith shall be determined in accordance with such laws.

### 15 NOTICES

15.1 Each of the Parties chooses, for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from this Agreement, their respective addresses as set forth on the order form.

### 16 COSTS

16.1 Each party shall bear their own costs related to the preparation or completion of this Agreement.

### 17 SPECIFIC TERMS AND CONDITIONS

17.1 When Subscribers use the Service for Internet access, they may not:

17.1.1 resell or provide access to the Service or to any other BBnet service to any third parties or parties not located on the same premises, without the prior express written consent of BBnet. Breach of this provision may result in immediate suspension of the Service until the problem is corrected;

17.1.2 restrict or inhibit any other user from using the Internet;

17.1.3 post or transmit any unlawful, threatening, abusive, libelous, defamatory, vulgar, obscene, indecent, pornographic, profane, hateful, bigoted or otherwise objectionable information of any kind, including without limitation any transmissions, constituting, or encouraging conduct that would constitute, a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation export and import control laws and regulations;

17.1.4 post or transmit any information or software that contains a Trojan, worm, virus or other harmful component.

17.1.5 post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Services for commercial purposes;

17.1.6 upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other materials, or other proprietary right, or derivative works without obtaining permission of the copyright owner or right holder;

17.1.7 upload, post, publish, reproduce, transmit or distribute in any way any component of the Services or derivative works, as are copyrighted as a collective work under European, Irish or International copyright laws;

17.1.8 remove or alter copyright management information including, without limitation, name or identification information of the author or owner, copyright note or terms & conditions for use of a work;

17.1.9 avoid, bypass, remove, deactivate or circumvent by any means, any process or system such as copy protection systems that are intended to protect the rights of a copyright owner;

17.1.10 send unsolicited e-mail that causes complaints from the recipients of the unsolicited e-mail;

17.1.11 send large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (also known as “spamming” or “mailbombing”);

17.1.12 make any unauthorized attempt to gain access to any account or computer resource not belonging to that user (also known as ‘spoofing’);

17.1.13 obtain or attempt to obtain Services by any means or device with intent to avoid payment;

17.1.14 make any unauthorized access, alteration, destruction, or any attempt, of any information of any BBnet customers or end-users by any means or device;

17.1.15 knowingly engage in any activities that will cause a denial of Services (DoS) (e.g., synchronized number sequence attacks) to any BBnet customers or end-users, or any other person.

17.1.16 use BBnet’s products and services to interfere with the use of BBnet’s network by other customers or authorized users or any other person;

17.1.17 violate the law or aid another in any unlawful act;

17.1.18 run programs or servers that provide network services to others through the Services (“web hosting”), which includes, but is not limited to, operating a web/mail/ftp server to serve external connections, unless that right has been incorporated into this Agreement;

17.1.19 use the Services in such a way as to impair or degrade the operation or performance of the Services and/or BBnet’s network, including but not limited to abusive or excessive use.

17.2 Except for information, products or services clearly identified as being supplied by BBnet, BBnet does not operate or control any information, products or services on the Internet.

17.3 The Internet contains unedited materials that Subscribers may find offensive or objectionable. Subscribers access such materials at their own risk. BBnet has no control over and accepts no responsibility for these materials. Subscribers may wish to utilize software designed to limit access to certain material on the internet.



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17.4 All content, including but not limited to trademarks and taglines identifying BBnet or its affiliates, graphics, images, content, button icons, and service names are solely BBnet's property, that of its operating companies or others.

17.5 BBnet's logo may not be used by the Subscriber for any purpose whatsoever unless the intended use of the logo is approved in advance by BBnet in writing.

17.6 BBnet reserve the right to seek all remedies available at law, in equity or under international copyright laws for violations of these Terms and Conditions, including the right to block access to a particular Internet address or site.

17.7 BBnet is not responsible for content or policies available on other sites linked to its site. Use of any links to other webpages, is at the Subscribers own risk.

17.8 The Subscriber Understands That They May Be Held Liable Both Under Civil and Criminal Law for Infringements of The Intellectual Property Rights of Others. Subscribers May Be Held Liable for All Actual Damages and Profits, Legal Fees, Costs, Or the Court May Award Statutory Damages Under the Copyright Act. Criminal Liability Can Also Include Fines and Imprisonment.

17.9 BBnet may take any action it deems appropriate without notice to protect the Services and its facilities for provision of the Services. If BBnet denies Subscribers access to Services pursuant to this Section, Subscribers will have no right (1) to access through BBnet to any materials stored on the Internet, or (2) to access third party services, merchandise or information on the Internet through BBnet, and BBnet will have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility to any consequences resulting from lack of notification.

17.10 BBnet has no obligation to monitor Services. Subscribers agree that BBnet has the right to monitor Services electronically from time to time, and consent to BBnet's access, use and disclosure of any information as necessary to satisfy any law, regulation or other governmental request, to operate Services properly, to improve Services, or to protect itself or its customers. BBnet reserves the right to refuse or to remove any information or materials, in whole or in part, that in its sole discretion are unacceptable, undesirable, or in violation of this Agreement. (A copy of our Privacy Policy is available from our website or upon request)

17.11 If Subscribers wish to make purchases on the Internet, they may be asked by the merchant or BBnet from whom they are making the purchase to supply certain information, including credit card or other payment mechanism information. Unless BBnet is a party to such transaction however, BBnet disclaims any and all liability for any failure or duplication of such a transaction as a result of any cause whatsoever, including disruption of the Service for any cause whatsoever.

17.12 BBnet Internet service is provided on an 'as is, as available" basis. Subscribers release BBnet from and BBnet shall have no liability or responsibility for any direct, indirect, incidental, or consequential damages suffered by any Subscriber in connection with their use of or inability to use BBnet's services including, but not limited to, damages from loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions, or due to inadvertent release or disclosure of information sent by them even if the same is caused by BBnet's own negligence. BBnet specifically disclaims any responsibility for the accuracy or quality of information obtained through its Service.

17.13 Any network address assignments issued by BBnet are the property of BBnet and are considered to be loaned to its customers. In the event service with BBnet is discontinued for any reason, such IP addresses will revert to BBnet



17.14 BBnet reserves the right to manage its network to ensure fair access to all network resources. In the event that BBnet determines that a Subscriber is using their service in a manner that violates this policy, BBnet will take all necessary steps to ensure that all subscribers have fair access to its network. If such usage is determined by BBnet to adversely affect BBnet's ability to provide service for all Subscribers, immediate action may be taken to alleviate the problem.

17.15 If any provision of this Agreement is prohibited by law or found to be unlawful, void or otherwise unenforceable, such provision shall, to the extent required by applicable law, be severed from this Agreement. The remaining provisions of this Agreement shall not as far as possible be changed or modified and all other terms and conditions not so severed shall continue in full force and effect.

17.16 BBnet reserves the right to revise the terms of this Agreement at anytime upon giving reasonable notice to the Subscriber. We shall indicate on BBnet's web site the date of the last revision of the terms of this Agreement. Such changes will take immediate effect when they are posted on this site, or upon such date as may be reasonably notified.