

Ocean Surf and OceanTalk Terms & Conditions

Please Read Section 3 of this document
(Emergency Calls).

PREAMBLE

OCEAN TELECOMMUNICATIONS RESERVES THE RIGHT TO REVISE THE TERMS OF THIS AGREEMENT AT ANYTIME. OCEAN TELECOMMUNICATIONS SHALL INDICATE ON ITS WEBSITE THE DATE OF THE LAST REVISION OF THE TERMS OF THIS AGREEMENT. SUCH CHANGES WILL TAKE IMMEDIATE EFFECT WHEN THEY ARE POSTED ON THIS WEBSITE, OR UPON SUCH DATE AS MAY BE REASONABLY NOTIFIED.

OCEAN TELECOMMUNICATIONS RECOMMENDS THAT THE SUBSCRIBER PRINTS OFF A COPY OF THESE TERMS AND CONDITIONS AND PRIVACY STATEMENT FOR YOUR OWN RECORDS. THE PARTIES AGREE THAT THE FACT THAT THIS AGREEMENT MAY BE STORED OR EXCHANGED IN ELECTRONIC FORM SHALL NOT AFFECT ITS VALIDITY.

THE SUBSCRIBER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THE SUBSCRIBER FURTHER ACKNOWLEDGES THAT THIS AGREEMENT WAS FULLY COMPLETED AND THE PARTICULARS SET FORTH THEREIN ARE TRUE AND CORRECT

DEFINITIONS

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

1.1 "Agreement" means this order form and terms and conditions (as amended, extended or replaced by OCEAN TELECOMMUNICATIONS from time to time);

1.2 "Authorised Installer" shall mean a person or company appointed by OCEAN TELECOMMUNICATIONS to install, adjust, maintain or repair the Equipment;

1.3 "Call Package" means the package of call minutes and additional services defined by OCEAN TELECOMMUNICATIONS, selected by the Subscriber and included in the Subscription;

1.4 "Consumer" means consumer as defined in the European Communities (Protection of Consumers in Respect of Contracts Made by Means of Distance Communication) Regulations, 2001 – i.e. a natural person who, as regards a distance contract, is acting for purposes which are outside that person's trade, business or profession;

1.5 "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;

1.6 Fair Use Policy means the policy, as described in Section 4, associated with the use of Call Packages including unlimited call minutes to end destinations defined in the Call Package

1.7 "OCEAN TELECOMMUNICATIONS" shall mean OCEAN TELECOMMUNICATIONS LIMITED;

1.8 "Minimum Subscription Period" means the term commencing on date of installation of the Equipment and the date twelve (12) months thereafter;

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

1.10 "Parties" or "the Parties" means the Subscriber and OCEAN TELECOMMUNICATIONS including their assignees;

1.11 "Pay As You Go Credit" means the amount paid by the Subscriber to OCEAN TELECOMMUNICATIONS in advance for calls to be made which are not included in the Subscribers Call Package;

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

1.13 "Service" means an Internet Protocol (IP) based internet connectivity service provided by OCEAN TELECOMMUNICATIONS, connecting the Subscriber to the Internet via OCEAN TELECOMMUNICATIONS network, including the OceanTalk Service and any such additional services as may be subscribed to by the Subscriber;

1.14 "Subscriber" shall mean the party to whom OCEAN TELECOMMUNICATIONS is providing the Service, and may with reference to use of the Service include any person given access to or permitted to use the Service by the Subscriber, where the interpretation or intent so requires in clauses 5, 6, 7, 8 and similar;

1.15 "Subscription" means the amount payable to OCEAN TELECOMMUNICATIONS 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). The subscription does not include payment for calls outside of the Subscribers Call Package. Calls outside of the Subscribers Call Package must be pre-paid by ensuring adequate Pay As You Go Credit in the Subscribers account;

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

1.17 "OceanTalk Equipment" means the Terminal Adaptor (TA) that is supplied by OCEAN TELECOMMUNICATIONS and purchased by you that enables you to connect a telephone to the OCEAN TELECOMMUNICATIONS network and access the OceanTalk Service and includes any other equipment to include all fittings, accessories and modifications thereto from time to time provided as an essential part of providing the OceanTalk Service;

1.18 "OceanTalk Service" means a Voice over Internet Protocol (VoIP) based telephone service provided by OCEAN TELECOMMUNICATIONS allowing the Subscriber to make telephone calls over the Internet via OCEAN TELECOMMUNICATIONS network and it's partner's network, including any such additional services as may be provided by OCEAN TELECOMMUNICATIONS or as may be subscribed to by the Subscriber.

2 GENERAL TERMS

2.1 OCEAN TELECOMMUNICATIONS supplies the Service, the Equipment and OceanTalk Equipment to the Subscriber, pursuant to this Agreement. OCEAN TELECOMMUNICATIONS hereby grants the Subscriber the right to use the Equipment, the Service and the OceanTalk Equipment in accordance with the terms of this Agreement, and the Subscriber hereby 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 OCEAN TELECOMMUNICATIONS may grant or show to the Subscriber, shall in any way prejudice OCEAN TELECOMMUNICATIONS or preclude OCEAN TELECOMMUNICATIONS from exercising any of its rights in the future.

2.4 The Subscriber acknowledges that it has read, understood and agrees to be bound by the terms of this Agreement. The Subscriber further acknowledges that this Agreement was fully completed and the particulars set forth therein are true and correct.

2.5 OCEAN TELECOMMUNICATIONS will make reasonable commercial efforts to maintain access to the Service and ensure that it is available for use by the Subscriber. However OCEAN TELECOMMUNICATIONS cannot be held responsible for accidental non-availability for outages of services, or for unforeseen interruptions to the Service.

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

2.7 OCEAN TELECOMMUNICATIONS reserves the right to revise the terms of this Agreement at anytime upon giving reasonable notice to the Subscriber. We shall indicate on OCEAN TELECOMMUNICATIONS 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.

2.8 Subscribers to OceanTalk Services that include Irish geographic PSTN numbers acknowledge that they are normally resident in the Irish geographic

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

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

3 EMERGENCY CALLS

3.1 OCEAN TELECOMMUNICATIONS recommends that all OceanTalk customers make alternative arrangements for emergency call access to 112, 911 and 999 services.

3.2 Emergency calls to 112, 911 and 999 will be directed to the emergency services but no guarantee can be made about the reliability or connection of these calls. Subscribers should be aware that power outages are likely to render computer equipment and internet connectivity non-functional and therefore preclude use of the Service for emergency calls.

3.3 Due to the nature of the OceanTalk Service it is not possible to accurately determine the exact location of the caller. Callers using the OCEAN TELECOMMUNICATIONS OceanTalk Service for emergency calls will need to inform the operator of their physical location.

4 FAIR USE POLICY

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

4.2 OCEAN TELECOMMUNICATIONS reserve the right to cancel the Service without notice if the customer is deemed to have contravened the Fair Use Policy;

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

4.3.1 Call Packages including unlimited call minutes to end destinations defined in the Call Package are for normal residential use only;

4.3.2 OCEAN TELECOMMUNICATIONS considers normal residential use to include a maximum of one thousand (1,000) minutes per month in total of calls to destinations defined within the relevant Call Package;

4.3.3 OCEAN TELECOMMUNICATIONS reserve the right to determine at its sole discretion what constitutes normal residential use;

5 ACCEPTANCE AND INSTALLATION

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

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

5.1.2 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. The Subscriber acknowledges and agrees that it shall fully and effectively indemnify and keep OCEAN TELECOMMUNICATIONS indemnified for any costs incurred as a result of the Subscriber's breach of this clause; and

5.1.3 in order to facilitate delivery of the Equipment, the Subscriber shall grant access to the Premises to allow for installation (and subsequently for repair and maintenance). Should the Subscriber fail to grant access to the Premises, the Subscriber shall be responsible for reasonable costs associated with the labour time lost, and OCEAN TELECOMMUNICATIONS shall not be responsible for non provision of Services as a consequence.

5.2 In the event the Premises is not suitable for installation of the Equipment, it may be necessary to install additional Equipment to enable the Subscriber to avail of the Service. Any costs associated with the additional Equipment must be borne by the Subscriber over and above the Subscription. The Subscriber will be advised of such costs (if any) in advance of the installation of the Equipment.

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

6 PAYMENT OF CHARGES

6.1 The Subscriber shall pay the Subscription to OCEAN TELECOMMUNICATIONS in the amount stipulated in the order form, monthly in advance.

6.2 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 7.3.

6.3 OCEAN TELECOMMUNICATIONS 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 if the Subscriber is in breach of the terms of this Agreement.

6.4 Should a Subscriber's payment fail for any reason that is due to the Subscriber, OCEAN TELECOMMUNICATIONS shall apply an administration charge of €5 plus 21% VAT for each and every event of failure.

6.5 Should it arise that a Subscriber's Service is disconnected by OCEAN TELECOMMUNICATIONS following continued payment failures, or non-payment, a reconnection charge of €25 plus 21% VAT shall be levied and must be paid by the Subscriber prior to reconnection by OCEAN TELECOMMUNICATIONS.

6.6 Should the Subscriber ever be occasioned to pay to OCEAN TELECOMMUNICATIONS any ancillary amount, as is not provided for in this Agreement, then such amount shall be paid directly to OCEAN

TELECOMMUNICATIONS over and above the charges set out in this Agreement.

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

6.8 For calls made within the Subscriber's Call Package, the duration of a call made shall be reduced by the second from the remaining balance of call time available to the Subscriber Call Package for the month.

6.9 Call package minutes remaining at the end of any month will not be carried over to the following month.

6.10 As the subscriber makes calls outside of the Call Package charges are incurred per second and they are deducted from the Pay As You Go credit in the subscriber's account. When all the credit in your account has been used up, the subscriber will no longer be able to make calls outside of their Call Package until the subscriber top-ups their account using the on-line portal available. Pay As You Go credit is a pre-payment by the subscriber to OCEAN TELECOMMUNICATIONS for calls outside their Call Package. It is not a loan to us by the subscriber, and we do not hold any such credit as trustee for subscriber. Payments are not refundable.

6.11 A minimum call charge of applies for each call outside of the subscriber's call package, please see our website for updated information on current OceanTalk pricing.

6.12 Call charges are rounded to the nearest tenth of a cent.

6.13 The subscriber is responsible for all charges arising from the use of the Service whether or not incurred by the subscriber personally.

7 UPGRADE

7.1 The Subscriber may, with the written approval of OCEAN TELECOMMUNICATIONS, upgrade the Service on the basis that:

7.1.2 the Subscriber shall have given OCEAN TELECOMMUNICATIONS at least 7 (seven) days prior written notice of its intention to upgrade; and

7.1.3 the Subscriber shall at the time of giving such notice, have complied with all the terms and conditions of this Agreement and shall continue to do so;

7.1.4 the Subscriber shall sign all documentation necessary to give force and effect to such upgrade; and

7.1.5 the Subscriber shall accept all amendments, where necessary, to any charges (including the Subscription) stated in the order form due and payable to OCEAN TELECOMMUNICATIONS as are then occasioned by the Subscriber exercising its upgrade option.

7.2 The subscriber may not, within the first 3 months of this agreement, upgrade the OceanTalk Service.

8 THE SUBSCRIBER'S RESPONSIBILITIES AND USE OF THE SERVICE

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

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

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

8.1.3 post or transmit any unlawful, threatening, abusive, libellous, 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 offence, 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;

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

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

8.1.6 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;

8.1.7 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;

8.1.8 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;

8.1.9 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;

8.1.10 send unsolicited e-mail or any e-mail that causes complaints from the recipients of the unsolicited e-mail;

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

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

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

8.1.14 make any unauthorized access, alteration, destruction, or any attempt, of any information of any OCEAN TELECOMMUNICATIONS customers or end-users by any means or device;

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

8.1.16 use OCEAN TELECOMMUNICATIONS products and services to interfere with the use of OCEAN TELECOMMUNICATIONS network by other customers or authorized users or any other person;

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

8.1.18 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; or

8.1.19 use the Services in such away as to impair or degrade the operation or performance of the Services and/or OCEAN TELECOMMUNICATIONS network, including but not limited to abusive or excessive use.

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

8.3 The Internet contains unedited materials that Subscribers may find offensive or objectionable. Subscribers access such materials at their own risk. OCEAN TELECOMMUNICATIONS 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.

8.4 OCEAN TELECOMMUNICATIONS 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.

8.5 OCEAN TELECOMMUNICATIONS may take any action it deems appropriate without notice to protect the Services and its facilities for provision of the Services. If OCEAN TELECOMMUNICATIONS denies Subscribers access to Services pursuant to this Section, Subscribers will have no right;

1. to access through OCEAN TELECOMMUNICATIONS to any materials stored on the Internet; or
2. to access third party services, merchandise or information on the Internet through OCEAN TELECOMMUNICATIONS, and OCEAN TELECOMMUNICATIONS 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.

8.6 OCEAN TELECOMMUNICATIONS has no obligation to monitor Services. Subscribers agree that OCEAN TELECOMMUNICATIONS has the right to

monitor Services electronically from time to time, and consent to OCEAN TELECOMMUNICATIONS 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. OCEAN TELECOMMUNICATIONS 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 Acceptable Use Policy is available from our website or upon request)

8.7 If Subscribers wish to make purchases on the Internet, they may be asked by the merchant or OCEAN TELECOMMUNICATIONS from whom they are making the purchase to supply certain information, including credit card or other payment mechanism information. Unless OCEAN TELECOMMUNICATIONS is a party to such transaction however, OCEAN TELECOMMUNICATIONS 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.

8.8 The Service is provided on an 'as is, as available' basis. Subscribers release OCEAN TELECOMMUNICATIONS from and OCEAN TELECOMMUNICATIONS 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 OCEAN TELECOMMUNICATIONS 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 OCEAN TELECOMMUNICATIONS own negligence. OCEAN TELECOMMUNICATIONS specifically disclaims any responsibility for the accuracy or quality of information obtained through its Service.

8.9 Any network address assignments issued by OCEAN TELECOMMUNICATIONS (i.e., Class C address Internet Protocol numbers) are the property of OCEAN TELECOMMUNICATIONS and are considered to be loaned to its subscribers. In the event the Service is discontinued for any reason, such IP addresses will revert to OCEAN TELECOMMUNICATIONS immediately.

8.10 OCEAN TELECOMMUNICATIONS customer account descriptions in some cases may specify limits on bandwidth or simultaneous network connections for residential Subscriber, and use up to these limits is included in the subscriptions for that type of subscriber. In the event OCEAN TELECOMMUNICATIONS determines that a residential Subscriber is exceeding the bandwidth, or number of simultaneous network connections, the residential Subscriber will be notified by email. If the excess use continues for more than 48 hours after such notification, the residential Subscriber may be requested to upgrade to the appropriate service level agreement or to modify the activity creating the excess use. If excessive bandwidth or simultaneous network connections is determined by OCEAN TELECOMMUNICATIONS to adversely affect OCEAN TELECOMMUNICATIONS ability to provide service for all Subscribers, immediate action may be taken to alleviate the problem. In such event, the residential Subscriber will be notified by email as soon as practicable.

8.11 The subscriber may not use the OceanTalk Service for auto-diallers or any illegal purposes.

9 DURATION AND TERMINATION

9.1 If the Subscriber is a Consumer, the Subscriber will have a "cooling off period" of 7 (seven) working days from the date the order is placed by the Subscriber to cancel this Agreement. The Subscriber must send such cancellation notice in writing to OCEAN TELECOMMUNICATIONS requesting cancellation of the Services within the cooling off period.

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

9.3 If the Subscriber terminates this Agreement before the end of the Minimum Subscription Period other than in the circumstances outlined in paragraph 7.1, the Subscriber must pay immediately the balance of the Subscription due for the rest of the Minimum Subscription Period.

9.4 If, during the Minimum Subscription Period, OCEAN TELECOMMUNICATIONS, following seven (7) days notice to the Subscriber, either increases the Subscription by a total of more than ten per cent (10%) or makes significant changes to the Services, the Subscriber may terminate this Agreement by giving at least thirty (30) days notice in writing. If no notice of such intention to terminate is received within thirty (30) days, the Subscriber will be deemed to have accepted the increase in charges and/or the changes to the Service.

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

9.6 OCEAN TELECOMMUNICATIONS reserves the right to suspend the Service and/or terminate this Agreement without notice to the Subscriber and to claim for any losses or expenses (if any) incurred by OCEAN TELECOMMUNICATIONS as a result of such suspension and/or termination if:

9.6.1 the Subscriber fails to pay all or any part of the Subscription or any other fees when due;

9.6.2 the Subscriber commits a breach of any material obligation under this Agreement and (in the case of a breach which is capable of being remedied) fails to remedy the breach within thirty days of receiving written notice to do so from OCEAN TELECOMMUNICATIONS;

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

9.6.4 the Subscriber is in breach, non-performance or non-observance of this Agreement and/or the Subscriber is suspected of involvement with fraud or acts which are of defamatory, offensive, abusive, obscene, menacing, unsuitable or unlawful character in connection with use of the Service.

9.6.5 immediately on bankruptcy, insolvency or other contractual incapacity of the Subscriber. OCEAN TELECOMMUNICATIONS shall terminate the Agreement if the period of suspension lasts more than **[ninety (90) days]**.

10 THE EQUIPMENT

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

10.2 The Subscriber shall;

10.2.1 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. OCEAN TELECOMMUNICATIONS shall assume no liability whatsoever arising from the failure of the Subscriber to procure the same;

10.2.2 promptly notify OCEAN TELECOMMUNICATIONS in writing if the Equipment is to be moved to premises not being the Premises. OCEAN TELECOMMUNICATIONS provides no warranty as to the 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 OCEAN TELECOMMUNICATIONS 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;

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

10.2.4 not make any alteration or modification to the Equipment without OCEAN TELECOMMUNICATIONS written consent; and

10.2.5 keep the Equipment free from the claim of third parties and from attachment;

10.2.6 shall not alienate, transfer or encumber the Equipment either in part or as a whole or allow any lien to arise in respect thereof;

10.2.7 advise the owner of the Premises of OCEAN TELECOMMUNICATIONS ownership of the Equipment and prior to entering into this Agreement advise OCEAN TELECOMMUNICATIONS of the name and address of the owner (and any subsequent owner) where the Equipment is installed whereupon OCEAN TELECOMMUNICATIONS shall be entitled to notify such persons in writing of OCEAN TELECOMMUNICATIONS rights in the Equipment and shall be allowed to inspect the Equipment at all reasonable times.

11 THE OCEANTALK EQUIPMENT

11.1 The subscriber is purchasing the OceanTalk Equipment in full when ordering the service. Title to the OceanTalk Equipment will transfer to the Subscriber following successful delivery of the OceanTalk

Equipment and successful receipt of payment by OCEAN TELECOMMUNICATIONS.

11.2 OCEAN TELECOMMUNICATIONS will use its reasonable endeavours to deliver the OceanTalk Equipment to the notified location by the delivery date communicated to you. You should be aware that this delivery date is not guaranteed and OCEAN TELECOMMUNICATIONS shall not be liable in any way to you for failure to deliver the OceanTalk Equipment in accordance with any delivery schedule. You shall inspect the OceanTalk Equipment immediately upon receipt and inform us in writing within five working days of delivery of any damage or missing items from the delivery.

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

11.4 If the OceanTalk Equipment you receive is faulty you must return the faulty OceanTalk Equipment (in its original packaging, and with any associated equipment and documentation) to OCEAN TELECOMMUNICATIONS within twenty eight days from the date on which such OceanTalk Equipment was delivered and we will either repair the OceanTalk Equipment or supply you with replacement OceanTalk Equipment.

11.5 Your rights of repair or replacement of any OceanTalk Equipment or any part or parts thereof which are found to be defective will (except where agreed otherwise) be negated or rendered void where:

11.5.1 the OceanTalk Equipment has been repaired or altered by persons other than the manufacturer or OCEAN TELECOMMUNICATIONS; and/or

11.5.2 defective OceanTalk Equipment have not been returned together with full details in writing of the alleged defects within twenty eight days from the date on which such OceanTalk Equipment was delivered; and/or

11.5.3 defects are due (wholly or partially) to mistreatment, improper use or storage or maintenance or installation, or failure to observe any manufacturers' instructions or other directions issued or made available by us in connection with the delivered OceanTalk Equipment.

11.6 Prior to installing the OceanTalk Equipment, you should read the installation instructions carefully and back up or save any data on your personal computer.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 All content, including but not limited to trademarks, logos and taglines identifying OCEAN TELECOMMUNICATIONS or its affiliates, graphics, images, content, button icons, service names, business names, domain names, copyright and related rights, database rights and rights in get up (the "Content") are solely OCEAN TELECOMMUNICATIONS property or that of its operating companies or others.

12.2 OCEAN TELECOMMUNICATIONS Content may not be used by the Subscriber for any purpose whatsoever unless the intended use of the Content is approved in advance by OCEAN TELECOMMUNICATIONS in writing.

12.3 OCEAN TELECOMMUNICATIONS reserves the right to seek all remedies available at law, in equity or under international copyright laws for violations of this Agreement, including the right to block access to a particular Internet address or site.

12.4 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.

13 INSURANCE

13.1 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.

13.2 If the Equipment or any part thereof is lost, stolen or damaged, irrespective of the cause, then the Subscriber shall immediately notify OCEAN TELECOMMUNICATIONS in writing within 5 (5) days of the happening or becoming aware of any such an event.

13.3 The Subscriber absolves OCEAN TELECOMMUNICATIONS 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.

14 MAINTENANCE

14.1 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.

14.2 OCEAN TELECOMMUNICATIONS 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 OCEAN TELECOMMUNICATIONS or by an Authorised Installer approved by OCEAN TELECOMMUNICATIONS.

15 INDEMNITY AND LIMITS OF LIABILITY

15.1 The Subscriber hereby indemnifies and holds OCEAN TELECOMMUNICATIONS 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 services and whether or not such claims are caused by any act or omission of the Subscriber or anyone else.

15.2 Liability is neither restricted nor excluded for:

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

15.2.2 direct physical damage to the Subscriber's personal property to an amount not exceeding the current installation charges in respect of any one event or series or connected events where such damage arises from OCEAN TELECOMMUNICATIONS own negligence, or the negligence of its employees, representatives or contractors while acting in the course of employment by OCEAN TELECOMMUNICATIONS; or

15.2.3 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.

15.3 OCEAN TELECOMMUNICATIONS will not be liable under or in connection with this Agreement for any unforeseen, consequential or indirect loss or damage, 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.

15.4 OCEAN TELECOMMUNICATIONS 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.

16 PROCEDURE ON TERMINATION

16.1 Upon the termination of this Agreement for any reason whatsoever, the Subscriber shall forthwith allow OCEAN TELECOMMUNICATIONS to recover the Equipment, together with all documents as are in the Subscriber's possession relating to the Equipment from the Subscriber.

16.2 The Subscriber shall be obliged, at his own risk and expense, to immediately return the Equipment to OCEAN TELECOMMUNICATIONS to the address to be nominated by OCEAN TELECOMMUNICATIONS.

16.3 The Subscriber shall ensure that the Equipment is returned to OCEAN TELECOMMUNICATIONS in good working order, fair wear and tear excepted.

17 BREACH

17.1 Should the Subscriber:

17.1.1 default in the payment of any amounts when they are due under the terms of this Agreement; or
17.1.2 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 OCEAN TELECOMMUNICATIONS; or
17.1.3 be sequestered 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
17.1.4 suffer to be done anything which might prejudice OCEAN TELECOMMUNICATIONS rights under this Agreement or which might cause OCEAN TELECOMMUNICATIONS to suffer any loss or damage;

then upon the occurrence of any one or more of these events, OCEAN TELECOMMUNICATIONS shall be entitled to take one or more of the following actions - 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.

17.2 In the event of termination of this Agreement in terms of this paragraph 14 the Subscriber shall be obliged, at his own risk and expense, to immediately return the Equipment to OCEAN TELECOMMUNICATIONS at the address to be nominated by OCEAN TELECOMMUNICATIONS.

18 ASSIGNMENT AND DELEGATION

18.1 The Subscriber shall not cede any of his rights nor delegate any of his obligations hereunder without the prior written consent of OCEAN TELECOMMUNICATIONS.

18.2 OCEAN TELECOMMUNICATIONS 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 OCEAN TELECOMMUNICATIONS to the Subscriber. All rights in this Agreement recorded in favour of OCEAN TELECOMMUNICATIONS 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 hold the Equipment on behalf of and in accordance with the instructions and directions of the cessionary;

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

19 JURISDICTION

19.1 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. The Courts of Ireland shall have jurisdiction to deal with any proceedings in respect of this Agreement.

20 NOTICES

20.1 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.

21 COSTS

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

22. Personal Data

22.1 OCEAN TELECOMMUNICATIONS respects and protects its Subscribers right to privacy in accordance with the Data Protection Acts 1988 and 2003. Any information obtained by OCEAN TELECOMMUNICATIONS through an application for the

Service may be accessed and used by OCEAN TELECOMMUNICATIONS for the purposes of performing its obligations under this Agreement and for administration, risk assessment, market research, marketing, debt recovery and credit checking purposes, accurate billing and efficient operation of the Service. The Subscriber shall be deemed to have given consent for the use of their information for such purposes. For full details of how OCEAN TELECOMMUNICATIONS uses the information it collects, and under what circumstances we disclose information, please read the OCEAN TELECOMMUNICATIONS Privacy Statement which is hereby incorporated into and forms part of this Agreement. The Privacy Statement is available on our website at www.oceantelecom.ie or on request from our customer service department.

23. RECOMMENDATION TO PRINT

23.1 OCEAN TELECOMMUNICATIONS recommends that the Subscriber prints off a copy of these terms and conditions and privacy statement for your own records.