

The Independent Representative who provided this contract to you is an independent representative and order taker for services supplied by All Communications Network (ACN) Ireland Limited ("ACN") and cannot and does not bind ACN in any way. Accordingly, ACN does not accept or have any liability for the acts or defaults of your Independent Representative (including, without limitation, any liability for any representations made by them).

#### NOTICE OF CANCELLATION

1. You have the right to cancel this contract if you wish. This right can be exercised by sending or taking a written notice of cancellation to All Communications Network (ACN) Ireland Limited, Regus, Harcourt Centre, Harcourt Road, Dublin 2, Republic of Ireland within the period of 14 days following the date of this contract but prior to the commencement of supply of Service to you by ACN. If you wish, you may use the cancellation form provided below.

2. If you cancel this contract, any sum paid by you or on your behalf under or in contemplation of this contract shall become repayable to you, save that you must still pay in accordance with the contract for any Services provided to you before the cancellation of the contract.

#### CANCELLATION FORM

(Complete and return this form ONLY IF YOU WISH TO CANCEL THIS CONTRACT WITHIN THE FIRST 14 DAYS)

To: All Communications Network (ACN) Ireland Limited, Regus, Harcourt Centre, Harcourt Road, Dublin 2, Republic of Ireland

I/We hereby give notice that I/We wish to cancel my/our contract.

Customer Name(s): \_\_\_\_\_ Signature(s): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

### ALL COMMUNICATIONS NETWORK (ACN) IRELAND LIMITED STANDARD TERMS AND CONDITIONS

#### 1. Definitions

"ACN": All Communications Network (ACN) Ireland Limited;  
"ACN Account": Your account with ACN in respect of charges for the Services;  
"ACN Price List": ACN's current price list as amended from time to time;

CLI": Caller Line Identity (i.e., the telephone number designated by you on your application);

ACN Carrier Pre-Selection": the facility offered to customers which allows them to opt for certain defined classes of call to be carried by ACN selected in advance (and having a contract with the customer), without having to dial a routing prefix or follow any other different procedure to invoke such routing;

Price": The prices and/or tariffs for the Service as set out in the current ACN Price List (as amended from time to time); and

Service": The telecommunications service provided to you by ACN, utilising your CLI in combination with Carrier Pre-Select, delivered over the public telephone network.

#### 2. Your Obligations to ACN

You shall:

- 2.1 pay your monthly invoice from ACN in respect of your ACN Account in accordance with the payment terms of that invoice. All invoices for service are due and payable within the payment period indicated on the invoice. You are responsible for all usage of the Service from your designated CLI whether or not authorised by you except for charges levied as a result of ACN's error or omission, or charges arising as a result of the fraudulent activity of a third party for whom you are not responsible provided in each case that you inform ACN at the first reasonable opportunity of any fraud error or omission of which you become aware.
- 2.2 authorise ACN and any underlying carrier, to take all steps necessary to provide the Service to you;
- 2.3 notify ACN in writing if you wish to alter your CLI or your ACN Account;
- 2.4 notify ACN in writing if your personal details, financial status, or banking arrangements alter;
- 2.5 not use the Service:
- 2.5.1 for the transmission of any material which is defamatory, offensive or abusive or of any obscene or menacing character; or
- 2.5.2 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including, but not limited to, the rights of copyright or confidentiality); or
- 2.5.3 in a manner which allows third parties to interfere with or corrupts the Service in anyway; or
- 2.5.4 in any other way which is in breach of the relevant Telecommunications Act or Acts;
- 2.6 indemnify and hold ACN fully indemnified from and against all losses, damages, liabilities, costs (including legal costs) and expenses which ACN may suffer or incur arising out of or in connection with any breach of your obligations under this Agreement or your misuse of the Service.
- 2.7 not resell the ACN service to third parties.
- 2.8 ensure that any telecommunication equipment not supplied by ACN is in good working order and complies with all applicable standards and approvals so as to enable ACN to supply the Service. ACN will not be liable for being unable to provide the Service as a result of faults in your telecommunications equipment other than equipment provided by ACN.

#### 3. ACN Charges and Payment

- 3.1 Connected calls are charged in accordance with the current ACN Price List.
- 3.2 ACN will charge you the Price for the Service provided to you. Bills are issued once per month in arrears.
- 3.3 If ACN increases any price in the Price List or introduces changes to the Service ACN will give you at least 28 days prior written notice. If you object to any increase or change under this clause 3.3 you may terminate this Agreement by giving to ACN not less than 14 days written notice.
- 3.4 All charges are exclusive of VAT, for which you will be additionally liable at the appropriate rate.
- 3.5 ACN reserves the right to charge you reasonable reminder fees and debt collector's costs associated with unpaid bills in accordance with current legislation. In case of late payment the Customer has to pay default interest in accordance with current legislation.

#### 4. ACN's Obligations

- 4.1 Subject to you meeting your obligations under this Agreement, ACN shall use all reasonable skill and care to seek to ensure that the Service is of a satisfactory quality and available to you throughout the term of this Agreement. ACN hereby excludes any other express or implied warranties, promises or representations (whether written or oral) of any nature whatsoever (save as to fraud) to the fullest extent permitted by law.
- 4.2 ACN shall monitor the Service for any faults or degradation of quality and shall rectify them as soon as practicable, but ACN shall not be liable for any defect or failure in the performance of the Service for reasons beyond ACN's control including but not limited to link failures, power difficulties, telephone outages, network overload, default or failure of a third party (including a public telecommunications operator), government actions, failure in the supply of a third party's access line or any event of force majeure.
- 4.3 In the case where the Service is used for business purposes ACN shall not be liable for any loss of profits, revenue, business or anticipated savings, whether caused by negligence or otherwise and in the case where the Service is used for domestic purposes ACN shall not be liable for any loss of profits, revenue, business or anticipated savings, whether caused by negligence or otherwise, except losses which were a foreseeable consequence of ACN's breach of contract.
- 4.4 ACN may at any time and without notice make changes to the Service which:
- 4.4.1 are deemed necessary by ACN to continue to provide the Service to you; or
- 4.4.2 are necessary to comply with any applicable statutory requirement, or
- 4.4.3 do not materially affect the nature or quality of the Service.
- 4.5 The rights (if any) that you enjoy by virtue of section 39 of the Sale of Goods and Supply of Services Act, 1980 are in no way prejudiced by the terms of this Clause 4.
- 4.6 ACN cannot guarantee that all features available from other service providers will work under ACN Carrier Pre-Selection.

#### 5. Term of Agreement

- 5.1 Either ACN or you may terminate this Agreement at any time by 30 days written notice (without prejudice to your right to cancel this Agreement at any time within the first 14 days).
- 5.2 Without prejudice to Clause 5.1, ACN may suspend the Service or terminate in whole or in part this Agreement if at any time:
- 5.2.1 you are in material or repeated breach of any of this Agreement and for the purposes of this Clause 5, repeated breach shall include three or more incidences of breach in any continuous period of six months or less;
- 5.2.2 bankruptcy or insolvency proceedings are brought against you; you enter into an arrangement with your creditors; a receiver is appointed over any of your assets or (being a company) you go into liquidation; or your behaviour unreasonably compromises the stability, security, or operability of the Service;
- 5.2.3 ACN is obliged to do so in order to comply with an order, instruction or request of government, an emergency service organisation or other competent authority;
- 5.2.4 ACN ceases to be able to supply the Service due to any cause beyond its reasonable control; as a precaution in circumstances where usage of the Service indicates excessive or uncharacteristic usage;
- 5.2.5 ACN have reasonable grounds for suspecting you of fraud or attempted fraud in connection with the use of the Service and in such circumstances ACN may suspend the Service, continue a suspension of the Service initiated under clause 5.2.4 above or terminate the Service whether with or without any prior period of suspension.
- 5.4 On termination of this Agreement, ACN shall send you a final invoice for any use of the Service which is unbilled up to the date of termination.

#### 6. General

- 6.1 This Agreement, the ACN Service Policies and the ACN Price List set out the entire agreement between you and ACN relating to the Service. The ACN Service Policies and the ACN Price List are by this reference hereby expressly incorporated into this Agreement as if they were set out herein in full.
- 6.2 This Agreement is governed by and shall be construed in accordance with the laws of Ireland and you and ACN hereby submit to the exclusive jurisdiction of the Irish Courts in respect of any dispute, action, proceeding or claim of whatever nature arising under this Agreement.
- 6.3 No delay, omission or forbearance by either party hereunder to exercise or enforce any right, power or remedy shall operate as a waiver thereof.
- 6.4 Any notice to be given hereunder may be served personally or by post. In the case of a notice terminating this Agreement, such notice shall be sent by recorded delivery post addressed to the other party at its address shown on the application form and, if served by post, shall be deemed duly served 48 hours after posting.
- 6.5 This Agreement is personal to you and may not be assigned by you.
- 6.6 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.
- 6.7 This policy describes ACN's duty of care, in relation to the collection and use of data, in relation to consultants with regard to the data (whether personal or otherwise) that is held by it. In this regard, ACN is committed to:
  - a) Obtaining and processing personal data or the information constituting personal data fairly;
  - b) Ensuring personal data is accurate and, where necessary, kept up-to-date;
  - c) Keeping personal data for only one or more specified lawful purpose;
  - d) Not using or disclosing personal data in any manner incompatible with such lawful purpose;
  - e) Ensuring that personal data is adequate, relevant and not excessive in relation to such purposes;
  - f) Not keeping personal data for longer than is necessary for such purposes;
  - g) Taking appropriate security measures against unauthorised access or alteration, disclosure or destruction of personal data and against their accidental loss or destruction.You acknowledge that you have been informed by ACN that the information you give to ACN (including information relating to yourself, your address and other details) will be retained by ACN as data processor on a computer database and will be used by ACN for marketing and other purposes. You also acknowledge that ACN may disclose this information in connection with such purposes to other members of the ACN group of companies which may be situated inside or outside the EU and to other persons and, in particular, may disclose it to ACN Representatives as part of ACN's Genealogies. You hereby consent to ACN retaining, processing and disclosing the information referred to as set out above. This authorisation also constitutes a general consent for the purposes of the Data Protection Act, 1988 (as amended and extended from time to time).
- 6.8 You agree that ACN may search the files of a credit reference agency, which will keep a record of that search. Details of how you conduct your account with ACN may also be disclosed to the agency. This information may be used by other lenders in assessing applications from you and members of your household for debt tracing and fraud prevention.
- 6.9 You are not obliged to obtain your telecommunications services exclusively from ACN.
- 6.10 Acceptable Usage Policy is applicable. ACN's Friends Call Free is exclusively available to residential customers with a typical residential calling pattern as defined by ACN. This service is not available to business customers nor to customers with an excessive call behaviour, which is to be exclusively determined by ACN and ACN herewith explicitly reserves the right to determine what constitutes an unacceptable calling pattern. By using our service, you agree to comply with this Policy. When ACN becomes aware of an alleged violation of its Acceptable Usage Policy, ACN will initiate an internal investigation. During the investigation ACN may restrict the Customer's access in order to prevent further possible unauthorised activity. Depending on the severity of the violation, ACN may, at its sole discretion, restrict, suspend, or terminate the Customer's account. ACN does not issue service credits for any outages incurred through service disablement resulting from Policy violations nor is ACN accepting any responsibility and/or liability in respect of any damages whatsoever incurred due to a violation of this Policy.

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