

TERMS AND CONDITIONS FOR BT IRELAND RESIDENTIAL SERVICES

The terms and conditions below apply, in the manner provided for below, to the provision by BT of each of the services listed in the following table:-

SERVICE NAME	DESCRIPTION
Flat Rate Anytime	means the service whereby the Customer shall be provided with dial up access to the Internet at a flat rate charge per month. This Service can be used during Peak and Off Peak hours for up to 180 hours per calendar month.
CallMobile	means the service whereby the Customer is able to pre-select BT to carry all calls to any Republic of Ireland mobile operator network during Peak and Off Peak hours at the discounted rate specified in the Guide. Subject to the service restrictions set out in clause 3.6.
Call International	Means the service whereby the Customer selects a country from a list set out in the Guide to be billed at a local fixed line rate (i.e. BT Talk) or to be included in their inclusive minutes package otherwise. Subject to the service restrictions set out in clause 3.8.
Flat Rate Evening and Weekends	means the service whereby the Customer shall be provided with dial up access to the Internet at a flat rate charge per month (such charge providing 30, 50 or 80 hours per calendar month dependant on which option is ordered) during Off Peak hours.
Net Free	means the provision by BT of a residential Internet facility which shall provide the Customer with dial up access to the Internet on a pay per minute basis.
Broadband	means the residential always on Internet service and more particularly one of the BT Broadband service options specified on the Application Form
Talk	means the service whereby the Customer is able to pre-select BT to carry all calls in accordance with Decision Notices D2/99 and D13/99 of ComReg, and which includes the Single Bill Service and includes Line Rental
Talk A Lot	means the service whereby the Customer shall be able to make unlimited direct dialled voice calls to any local or national land line number and any UK land line number (which includes calls to local, national, 00441 and 00442 numbers, excludes any Non-Geographical Numbers) during Off Peak hours. For the avoidance of doubt the duration of calls is subject to the service restrictions set out in clause 3.5.
Talk Plus	means the service whereby the Customer is able to pre-select BT to carry all calls in accordance with Decision Notices D2/99 and D13/99 of ComReg, and which includes the Single Bill Service and includes Line Rental and allows the Customer make unlimited direct dialled voice calls to any local or national land line number and any UK land line number (which includes calls to local, national, 00441 and 00442 numbers, excludes any Non-Geographical Numbers). For the avoidance of doubt the duration of calls is subject to the service restrictions set out in clause 3.1.
Line Rental	means the provision by BT of a phone line service
Broadband & Total Talk	Means the service whereby the Customer shall be provided with Broadband and Talk Plus and more particularly one of the Broadband & Total Talk options specified on the Application Form. For the avoidance of doubt, this service includes Line Rental.

Home Phone	Means the service whereby the Customer is able to pre-select BT to carry all calls in accordance with Decision Notices D2/99 and D13/99 of ComReg
IOL NoLimits	Means the service whereby the Customer is provided with dial-up access to the Internet during Off Peak hours at a flat rate charge per month
IOL Gold	Means the service whereby the Customer is provided with dial-up access to the Internet using the low-rate 1891 non-geographic access code for a flat rate charge per month. Subject to service restrictions set out in clause 3.7
Pay As You Go	Means the service whereby the Customer is provided with dial-up access to the Internet at reduced rates on a pay per minute basis

1. DEFINITIONS

In this Agreement the following terms shall have the following meaning(s):-

"Acceptable Usage Policy" shall mean the usage policies as displayed on BT's web site at http://www.btireland.com/pdfs/terms/General_Services_Schedule.pdf . This policy may be amended by BT from time to time.

"Access Provider" shall mean the company that provides the physical telephone line(s) and associated telephone number(s), and from which, in the case of Talk/Talk Plus, BT rents such line(s) and number(s).

"Agreement" shall mean these terms and conditions, the Charges, the Guide, the Application Form(s), and any additional BT terms in respect of Service(s) (e.g. additional promotional terms and conditions), which together constitute a legally binding agreement between BT and the Customer for the provision of Service, and in the case of Talk/Talk Plus further includes the Single Billing Scheme and the Single Billing Code of Practice. The Agreement for the Service shall come into force once the Customer has signed the Application Form where required and BT has vetted same. On entering into the Agreement, you shall be deemed to have obtained the authority of the home owner or the person who leases the physical telephone line. "Affiliate" means a holding company, group company or subsidiary, direct or indirect, or a company which is under the common control with the company concerned.

"Application Form" means the relevant application form, incorporating any required Customer Authorisation Form completed by or on behalf of the Customer on which the Customer specifies which Service it requires (which information may also be captured via TPV or sign up over the Internet as per the agreed processes as outlined by BT).

"Authorised User" shall mean the Customer registered in accordance with the Application Form.

"BT", "BT Ireland", "we", or "us" shall mean the provider of the Service being BT Communications Ireland Limited of Grand Canal Plaza, Upper Grand Canal Street, Dublin 4, Ireland.

"BT Calling Features" has the meaning assigned to such term in the Guide.

"Charges" means all charges payable to BT for the Service(s) as specified in the Guide or at www.btireland.com/consumer.shtml.

"ComReg" shall mean the National Regulatory Authority for the telecommunications industry in Ireland.

"Connection Details" shall mean the password identity and or account formula including but not limited to user name and authorisation codes which are given exclusively to the Customer for the purposes of gaining access to the Network. They are subject to availability and may need to be changed from time to time by BT. These passwords, usernames and or your telephone number will be used to authorise your connection.

"Customer" or "you" shall mean the person subscribing to any of the Services.

"Data Protection Legislation" means the Data Protection Act, 1988, the Data Protection (Amendment) Act, 2003 and any amendment, replacement or supplement thereto, from time to time.

"DSFA Scheme" means the Department of Social and Family Affairs' telephone allowance scheme from time to time, which scheme BT shall adhere to in charging a Customer who is eligible under such scheme.

"Guide" means the Services and Charges Guide as same may be amended from time to time and which is available at www.btireland.com/consumer.shtml.

"Internet" shall mean the global data network comprising interconnected networks using the TCP/IP protocol suite.

"Line Rental Charges" means the charges for telephone line rental as specified in the Guide.

"Minimum Period" means the minimum period of one year commencing on the Operational Service Date in the case of the Flat Rate Anytime and Flat Rate Evenings and Weekend Services, and the minimum period of six months commencing on the Operational Service Date in the case of BT Broadband, Broadband and Talk package and Broadband and Talk A Lot package. The minimum period for Broadband & Total Talk means one year commencing on the dates set out in the additional terms and conditions applicable to Broadband & Total Talk. "National Directory Database" or "NDD" means the record of all subscribers of publicly available telephone services in the State who have not refused to be included in that record.

"Network" shall mean the telecommunications system owned and/or operated by BT in accordance with its authorisation under the European Communities (Electronic Communications Networks and Services)(Authorisation) Regulations 2003 S.I. 306 of 2003 .

"NTU" means network termination point (the point at which the telephone line first enters the Customer premises).

"Non Geographic Number" shall mean a number where a geographic area is not directly identifiable from the number. The services covered by these numbers include amongst others, free phone, local and national rate "telenumbers", VOIP services, premium rate services and mobile numbers. www.btireland.com/consumer.shtml for list of non-geographic numbers in Ireland and the UK.

"Off Peak" means 7pm - 7am Monday to Friday and all day Saturday and Sunday.

"Operational Service Date" means the date when the Service is first made available to the Customer at the Site, or the date when the Customer first starts to use the Service, whichever date is the earlier.

"Peak" means 7am - 7pm Monday to Friday.

"PTSP" means a public telecommunications service provider.

"PSTN" means Public Switched Telephone Network.

"Service(s)" means, for the purposes of these terms and conditions, any of the services listed in the table above, or any combination of these services, as requested by the Customer in an Application Form, to which these terms and conditions apply.

"Service Transfer" means a facility whereby a Customer may change service provider either to BT from a third party service provider, or from BT to a third party service provider.

"Single Billing Customer Listing" means the customer listing setting out the Customer's name, address, telephone number, directory status, and direct marketing preference on the Access Provider's Directory Database, BT's internal directory database and/or where appropriate the National Directory Database.

"Single Bill Service" the facility which, through use of CPS "All Calls" Option, enables BT provide a single bill to the Customer covering all aspects of voice services, at rates BT determines, where voice services means all telephone lines (PSTN/ISDN), Equipment, calls and BT Calling Features, unless otherwise excluded herein. CPS "All Calls" excludes calls to emergency numbers 999 and 112, calls to codes 199 and to those starting with 13 and 17, 1891, 1892 and certain 1893 numbers)

"Single Billing Code of Practice" means the Code of Practice developed for the purpose of Single Billing and approved by ComReg, as same may be amended from time to time, a copy of which can be obtained by writing to the Marketing Department, BT, Grand Canal Plaza, Upper Grand Canal Street, Dublin 4.

“Site(s)” means the property (properties) at which BT agrees to provide the Service to the Customer.

“Software” means any software provided by BT to enable the Customer to access or use the Service.

“Telecommunications Scheme” means the eircom Telecommunications Scheme, 2003, as amended from time to time.

“Termination Charge” means in respect of any Service the termination charge for that Service as outlined in the Guide.

“TPV” means the independent means of verifying a Customer’s consent in respect of services which consist of or include voice services and obtaining the information from the Customer required to approve the provision of such services. It is conducted via the telephone, with a recording of the call serving as a record of the Customer’s consent.

“VAT” means Value Added Tax.

“Welcome Pack” means the terms and conditions and any other materials given or sent by BT to the Customer.

2. BT EQUIPMENT

2.1 “BT Equipment” or “Equipment” shall mean any equipment provided by BT in connection with the provision of the Service and shall be subject to, without limiting the general applicability of all the terms and conditions contained herein, the terms and conditions in this table. “Connection Software” shall mean all Software provided to the Customer under licence to facilitate connection. “Network Connection” means all BT cabling, interface panels, cabinets, systems, apparatus, facilities and any other equipment which may be utilised by BT to provide the Service. “Customer Equipment” means all computer hardware, software, cabling, apparatus and facilities provided by the Customer to enable the Customer to connect to the Network Connection.

2.2 BT shall provide Customers with Connection Software and/or Connection Details.

2.3 The wired modem provided by BT to the Customer for the Customer’s use in connection with any Broadband or Broadband & Total Talk service shall at all times remain the property of BT and the Customer shall be liable for any damage caused to the Equipment, however the Customer will not be liable for fair wear and tear. Upon termination for any reason, you will be responsible for returning the wired modem back to BT at such address as BT may advise at your expense. Failure to return the modem within 21 days of the effective date of termination shall result in BT billing you €50 and you agree to pay same and where you pay by direct debit or credit card, BT shall debit from your Bank Account/Credit Card €50 and you hereby expressly consent to such debit. If a Customer upgrades from a wired Broadband or Broadband & Total Talk service to a wireless Broadband or Broadband & Total Talk service, the Customer is responsible for returning the wired modem in respect of the wired Broadband or Broadband & Total Talk service within 21 days of the date of application for the upgrade to such address as BT may advise at your expense. Failure to return the wired modem within the 21 day period shall result in BT billing you €50 and you agree to pay same and where you pay by direct debit or credit card, BT shall debit from your Bank Account/Credit Card €50 and you hereby expressly consent to such debit. Wireless modems purchased by the Customer become the property of the Customer upon payment in full for the wireless modem.

2.4 Any Customer Equipment must be connected and used in accordance with any instructions and any safety or security procedures applicable to the use of such equipment, and must be technically compatible with the Service and approved for that purpose under any relevant legislation. The Customer shall ensure that all BT instructions are followed correctly as per the instruction manual for each piece of BT Equipment and BT shall accept no liability arising due to the Customer’s failure to follow BT’s instructions.

2.5 The Customer shall have sole responsibility for ensuring that the security settings on any wireless router (whether purchased from BT or a third party) used in connection with the Service are activated and configured correctly. The Customer shall ensure that all manufacturer instructions are followed correctly in relation to the wireless router security settings. BT shall have

no liability for any unauthorised access by a third party to the wireless router, the Customer Equipment or the internet or any other loss arising from the Customer's failure to correctly configure the security settings on the wireless router.

2.6 The Customer may choose to use their own modem for access to the Service if they wish. However BT makes no assurances as to the quality of Service through use of this equipment. Additionally, if the Customer chooses to use their own equipment for access to this Service BT shall be in no way responsible for any damage done to the Customer Equipment or Service as a result. At BT's discretion, BT may provide support for the Customer's own modem.

3. SERVICE

3.1 Service Restrictions – HomePhone/Talk/Talk Plus
Home Phone /Talk/Talk Plus does not facilitate the provision by BT to the Customer of those services which the Access Provider, and not BT, will continue to offer the Customer from time to time, which includes eircom Charge Card, eircom broadband, High Value CPE (exceeding monthly value of €4.23), spread payment contracts (for equipment purchase) and eircom discount schemes, as same may be amended from time to time (the "Single Billing Product Exclusions"). This Service is charged on a per phone-line basis.
If the Service is suspended in accordance with these terms and conditions, the Customer will be able to make emergency calls only.
In respect of Talk Plus, unlimited free calls are conditional upon disconnecting before the 60 th consecutive minute and re-dialling.
The Customer accepts and acknowledges that (i) the Access Provider shall bar access to all carrier selection and carrier access codes on telephone lines that have Single Billing Service applied and (ii) For Single Billing Service, override codes are not available for use by the Customer in conjunction with the Service (i.e. a Customer cannot access another operator's network in making calls through use of a prefix). The Customer accepts that BT shall have no liability for any losses or damages howsoever arising from non provision of the Service in the event that such restrictions are not accepted by the Customer.
3.2 Service Restrictions - Flat Rate Anytime
In the event that a Customer fails to use their allotted hours per calendar month they will not be carried over to the following or any subsequent month. If a Customer exceeds such allotted hours BT shall have the right forthwith to suspend the Service or terminate the Agreement and/or charge the Customer for any additional Internet access minutes at the prevailing rates for such Internet access minutes.
BT shall automatically disconnect Service after 5 consecutive hours.
There shall be an automatic timeout of the Service after 15 minutes of inactivity (or such other period as may be specified by BT from time to time on www.btireland.com/consumer.shtml).
3.3 Service Restrictions - Flat Rate Evenings and Weekends
In the event that a Customer fails to use their allotted hours per calendar month they will not be carried over to the following or any subsequent month. If a Customer exceeds such allotted hours or uses Service during Peak hours BT shall charge the Customer per minute at the prevailing rates for such Internet access minutes.
All Customers will be temporarily disconnected at 7am and 7pm Monday – Friday. BT has no liability whatsoever for the consequences of any such disconnection. There shall be an automatic timeout of the Service after 20 minutes of inactivity (or such other period as may be specified by BT from time to time on www.btireland.com/consumer.shtml).
3.4 Service Restrictions – Broadband

<p>“Monthly Download Limit” means the maximum amount of download available for the Service. In the event that the Customer exceeds their Monthly Download Limit then BT reserves the right to charge for excess usage, suspend and/or permanently disconnect the Customer. Monthly Download Usage reports are available per user on http://broadband.iol.ie/usage/ - Please note usage information is only available to 12 midnight of the previous day.</p>
<p>“Monthly Download Allowance” means the amount of download allowed for Broadband at no additional cost to the fixed monthly charges as specified in the Guide. In the event that the Customer exceeds their Monthly Download Allowance, BT reserves the right to charge the Customer for any such excess Download, and the Customer shall pay the charges applicable to such excess as specified in the Guide. Notwithstanding such termination any Customer of the Service who seeks to terminate shall be liable to pay for any excess in respect of their Monthly Download Allowance.</p>
<p>Broadband may be restricted to those customers whose telephone lines do not exceed more than 4.5 kilometres from the telephone exchange (or such area from time to time as is advised by BT) which the line is connected. The line must be an analogue direct exchange line, which terminates on a master socket forming part of the PTSP network. All of these factors along with the quality of the copper pair to and within the customer premises will be used to pre-qualify if a customer’s line is capable of supporting the selected service and at any later time qualify or disqualify that same line for service. In such circumstances, where a line is disqualified post activation of service BT or the customer may cancel service without penalty.</p>
<p>To ensure quality of Service, idle time out of 30 minutes and session time out of 24 hours have been set as the maximum amount of time available before a Customer session is reset. These are subject to change.</p> <p>You acknowledge that the bit rates in respect of the Service, may be reduced within the network from time to time and speeds are not guaranteed.</p> <p>If you request a downgrade to your broadband service during the Minimum Period, BT may charge a downgrade fee, as set out in the Guide.</p>
<p>3.5 Service Restriction – Talk A Lot The Customer must be a Talk customer to avail of Talk A lot. Unlimited free calls are conditional upon disconnecting before the 60th consecutive minute and re-dialling This Service is charged on a per phone-line basis.</p>
<p>3.6 Service Restriction – CallMobile The Customer must be a Talk, Talk A Lot, TalkPlus or Broadband bundle customer and have Line Rental with BT to avail of CallMobile. For the avoidance of doubt, HomePhone Customers must sign up for the Talk or Talk Plus or Broadband and Total Talk services to avail of CallMobile. This Service is charged on a per phone-line basis.</p>
<p>3.7 Service Restriction – IOL NoLimits If a Customer uses the NoLimits Service during Off Peak hours, BT shall charge the Customer per minute at the prevailing rates for such Internet access minutes.</p>

3. 8 Service Restriction – Call International

Customers are limited to a maximum of 3 countries active per PSTN landline at any one time. Also, a fair usage policy of a maximum of 600 minutes on a rolling 30 days basis will be applicable. For calls to mobile numbers in the selected country, the International Mobile Call Surcharge rate shall apply, as set out in the Guide.

The Customer must be a Talk, Talk A Lot, TalkPlus or Broadband bundle customer and have Line Rental with BT to avail of Call International. For the avoidance of doubt, HomePhone Customers must sign up for the Talk or Talk Plus or Broadband and Total Talk services to avail of Call International. This Service is charged on a per phone-line basis.

3.9 Subject to Clause 15.4, for technical, operational and commercial reasons BT shall be entitled to vary the Service and any aspect thereof at any time.

3.10 BT's customer care number is freephone 1904 or such other number as may be advised from time to time. BT customer policies are available on http://www.btireland.com/legal_privacy.shtml.

3.11 Where the Customer has multiple Services with BT, and because of this receives a discount on Charges, then in the event that one of the Services is terminated for any reason whatsoever or howsoever arising then the Services which the Customer continues to receive shall be charged at the standard BT rates applicable to such Services at the time of such termination.

3.12 The Agreement for the Service shall come into force once the Customer has signed the Application Form where required (or ordered the Service over the phone or internet as the case may be in accordance with processes outlined by BT) and BT has vetted same.

3.13 If, in accordance with the terms and conditions of this Agreement, the Customer terminates the Agreement or any Service prior to the end of any applicable Minimum Period, the Customer shall be liable for the Termination Charge and authorises BT to debit the Termination Charge from the Customer's bank account.

3.14 BT will use its reasonable efforts to install the Service by the date that it agrees with the Customer, but all dates are estimates only and BT cannot guarantee that it will meet such dates.

3.15 During the provisioning and installation of Broadband, the Customer may experience a temporary loss of its analogue direct exchange line service and the Customer shall experience loss of ISDN service, and BT shall not be held liable to the Customer for any losses or damages howsoever arising during such period of provisioning of the Service.

3.16 In the event that the Customer has ISDN on their phone line, they will not be able to avail of the self-install option for Broadband. BT may in its absolute discretion offer to provide a BT engineer to install the Broadband Service at the charge set out in the Guide and such charge is payable by the Customer.

3.17 In the event that the Customer has any type of home alarm system on their phone line, the Customer shall have sole responsibility for ensuring a technician call-out from the monitored alarm company (or other third party company) is arranged to install the necessary equipment for access to the Service. However BT makes no assurances as to the quality of Service or the monitored alarm service through use of this equipment and will not be liable in the event of failure of the alarm or the Services.

3.18 In the event that the Customer has been provided with a service which is equivalent to the Service prior to the commencement of this Agreement, then BT will, where possible and reasonably practicable, facilitate the Customer by requesting a Service Transfer to BT. BT makes no guarantee that a Service Transfer will be possible, and failure to effect a transfer shall not affect the operation of this Agreement. BT makes no guarantee that Service will be free from interruption while performing a Service Transfer, and BT shall not be held liable to the Customer for any losses or damages howsoever arising during the Service Transfer.

3.19 The Customer, where requested by BT on the Application Form or otherwise, will provide BT with a username and password. These are essential for the secure use of Service and the Customer must ensure that they are kept confidential, secure and are used in accordance will all

relevant instructions. To ensure that the Service remains secure, the Customer must not change or attempt to change a username. If BT believes there is likely to be a breach of security, or misuse of this Service we may:

(i) change the Customer password and then notify the Customer that we have done this; or (ii) suspend the user name and password access to the Service.

3.20 This Agreement may be terminated in respect of a Service by BT after pre-qualification in circumstances where in BT's view it is not technically feasible to produce a quality Service. In such event, BT will notify the Customer and neither party will have any further liability to the other.

3.21 Connection of Service is subject to credit status.

3.22 Where the Customer chooses the Engineer Install option in relation to the BT Broadband service, BT shall arrange for DSL connection to the NTU and shall check network connectivity. The Customer shall be solely responsible for Customer Equipment and for ensuring that internal wiring is suitable for the Service.

3.23 BT does not offer separate maintenance services from its general telephony services; general maintenance of services is provided as part of the overall service provided to customers up to the NTU. However, where maintenance is required due to misuse or is required from the NTU, or where a IPN downgrade is required, separate charges are applicable as set out in the Charges Schedule

3.24 BT Repair. It is BT's goal to have all faults cleared within 5 working days. If we fail to meet this deadline, you may place a claim for one month's line rental.

4. ACCESS AND SITE REGULATIONS

4.1 We may need to access the Site from time to time (for example, for installation, repairs, maintenance or upgrades or to recover our equipment when this Agreement comes to an end). If we do we will give you advance notice, and so long as appropriate identification is shown you agree to allow us access.

5. PAYMENT

5.1 The Charges, as amended from time to time, also form part of the Agreement and are set out in the Guide. We reserve the right to alter such Charges and shall notify the Customer of such a change by notice in accordance with Clause 15.4

5.2 All quoted tariffs shall be inclusive of VAT, unless otherwise stated.

5.3 All sums due to BT shall be paid in full within fourteen (14) days of the date of the bill.

5.4 All sums due to BT shall be paid in full by direct debit mandate. Provision of the Service shall be conditional on the Customer making all necessary arrangements to pay for the Service by such means, details of which shall be provided by you and a copy of the relevant direct debit mandate provided to BT upon request, and you expressly consent to payment in this manner. BT reserves the right to charge Customers an additional administrative fee for unpaid direct debits. 5.5 Existing Customers of BT who take the Service hereunder agree to pay for all their BT services by Direct Debit.

5.6 Other than in a case of manifest error by BT, all charges shall be calculated by reference to the data recorded or logged by BT. BT's determination in respect thereof is final.

5.7 Customers will remain liable to their Access Provider, when their use of the Service requires the use of the Access Provider's network in circumstances where such use is not covered by an interconnection agreement between BT and the Access Provider, resulting in the Customer being billed directly for such usage.

5.8 As some usage takes longer to rate, notwithstanding any other clause herein, you may be billed for charges incurred in a prior billing period. BT reserve to change this if required.

5.9 The Charges for each Service shall be billed as follows:-

Service	Billing*
<i>Flat Rate Anytime</i>	Two-monthly in advance
<i>Flat Rate Evening and Weekends</i>	Two-monthly in arrears
<i>Broadband</i>	Two-monthly in advance
<i>Net Free</i>	Pay per minute basis payable to your telephone service provider.

<i>Talk/Talk Plus:</i> Line Rental, Equipment, and BT Calling Features rentals Talk PLUS Subscription Fee Call Usage	Two-monthly in advance Two-monthly in advance Two-monthly in arrears
<i>Broadband & Total Talk</i>	Two-monthly in advance
<i>Talk A Lot</i>	Two-monthly in advance
<i>Call Mobile</i>	Two-monthly in advance
<i>Home Phone Call Usage</i>	Two-monthly in arrears
<i>IOL Gold Subscription Fee Internet dial-up usage</i>	Two-monthly in advance or annually in advance Two-monthly in arrears payable to Customer's telephone service provider
<i>IOL NoLimits Subscription Fee Excess Internet dial-up usage</i>	Two-monthly in advance Two-monthly in arrears
<i>Pay As You Go</i>	Two-monthly in arrears
<i>Call International</i>	Two-monthly in advance

*non-recurring charges and excess usage charges will be billed two-monthly in arrears

5.10 Bills are viewable in respect of all Services at <http://www.btireland.com/consumer.shtml> for Customers who register on line. In respect of all Services other than Broadband & Total Talk Service, if the customer opts for an online bill only, then the customer will be entitled to an online bill discount. For the avoidance of doubt, in respect of all Services other than Broadband & Total Talk Service, if the customer requests a hard copy bill the customer will not be entitled to any online bill discount. In respect of Broadband & Total Talk Service, the customer will be defaulted to a hard copy bill and no online bill discount applies if the customer opts for an online bill.

5.11 The Customer's first bill for Service may also include some charges in arrears (normally charged in advance) to cover the period from the Operational Service Date to the first bill date. When a Customer subsequently orders additional Services their next bill will be affected in the same way.

5.12 In the event that the Customer terminates the telephone line (PSTN) which is used by a Customer for receipt of a Service then it is the responsibility entirely of the Customer to cancel the Service in accordance with the terms contained herein and the Customer shall be liable in full for all Charges payable in respect of the provision of the Service by BT even where the Customer has been unable to receive any such Service by virtue of termination of the telephone line.

5.13 The Customer will be billed by BT for all Charges incurred by the Customer in respect of Talk/Talk Plus. The Customer will continue to be charged separately by its Access Provider for any Single Billing Product Exclusions. Home Phone Customers who do not receive a Single Billing Service shall receive a bill from the Access Provider for line rental and any other services not covered by the Agreement.

5.14 A Customer's eligibility under the DSFA Scheme shall be indicated by the Customer on the Application Form and BT shall rely on same in crediting the Customer in bills for the Service. In the event that it is determined that the Customer is not, or has not been, eligible for the DSFA Scheme, the Customer acknowledges and agrees that any credits improperly awarded to the Customer may be credited or recouped to BT in a subsequent bill from BT to the Customer.

5.15 BT, may, at any time, require the Customer to pay, at BT's discretion, a deposit or a prepayment as security for payment of future bills.

5.16 For the avoidance of doubt, where the Customer uses his/her own modem and microfilters in connection with the Service, the Customer shall remain liable for all Charges under this Agreement regardless of whether such modem and microfilters are functioning correctly.

5.17 BT shall bill Customers for any charges related to dial up internet services provided by eircom net. These charges are supplied to BT by eircom net and BT onward bills these charges to the Customer. Customers should contact BT with any initial queries pertaining to the accuracy of eircom net charges on their BT bill. To modify or cease eircom net service, or where BT is not able to resolve any other queries related to eircom net charges, the Customer should contact eircom net directly.

5.18 Calls to local, national and international landlines and all Irish and international mobiles (excluding Non-geographical calls such as NTS, premium rate and un-metered calls) will be rounded up to the nearest minute for billing purposes.

5.19 BT shall charge the Customer at the current Engineer Site Maintenance Charge rate set out in the Guide and for any eircom engineer call out where eircom performs services for the Customer and bills BT for such services and the Customer agrees to pay such charges.

5.20 Should the Customer order a bundled Service offering (such as Broadband & Total Talk Service) and one or more Service of that bundle are not available (such as Broadband), BT shall provide the Customer with the remaining service(s), at standard charges.

6. USE OF THE SERVICE

6.1 The Customer undertakes not to use the Service or the Equipment:

- (i) for any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the Service, nor allow others to use the Service for any of the foregoing purposes or in a way that may cause degradation of service levels to other customers as determined by BT or put the BT network at risk; or
- (ii) for the transmission of any material which is, may be or is intended to be a hoax or is of a defamatory, offensive, abusive, obscene or menacing nature; or
- (iii) for the infringement of intellectual property rights or trade secrets of another party; or
- (iv) for the processing of automated personal data as defined in the Data Protection Legislation; (v) in a manner which in the opinion of BT in its absolute discretion makes abnormal demands on the Service or BT's network or facility from a single connection;
- (vi) in any manner which does not comply with the terms of any legislation or any licence or authorisation applicable to the Customer or any instructions given by BT from time to time.

6.2 You shall ensure that all persons having access to the Service or the Equipment comply with the terms and conditions herein stated.

6.3 If applicable, you are bound to observe the confidentiality of the Connection Details and are therefore responsible for the security thereof.

6.4 You shall observe the provisions of the Acceptable Usage Policy as amended from time to time.

6.5 You shall ensure that all hardware, software, and equipment provided by you for accessing the Service is maintained and kept in good working order.

6.6 You shall comply and are bound by all conditions of the licence under which the Equipment or Software is provided.

6.7 You shall comply with all reasonable instructions given to you by us in relation to the use of the Services.

6.8 You shall indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses and proceedings howsoever arising from or in any way connected with the use of the Service or the Equipment and/or a breach of Clause 6.9.

6.9 You shall inform BT of any change in your name, address, email address and/or telephone number(s) as provided by you in the Application Form (the "Personal Data"). The Customer hereby warrants that the Personal Data is true and accurate in all respects at the date hereof and undertakes to notify BT of any changes to same during the term of this Agreement.

6.10 You undertake to inform BT in writing upon termination of the Service by you.

6.11 The Services shall only be used for consumer, domestic and/or personal purposes and for the avoidance of doubt shall not be used for any business purposes.

6.12 The Customer hereby agrees to avail of Talk/Talk Plus subject to the provisions of the Telecommunications Scheme in force for the time being, the Single Billing Scheme ([in relation to Home Phone Customers, this Scheme applies only for those Home Phone Customers who have Single Billing Services](#)), the Guide and the provisions of any legislation applicable hereto. Use of Talk/Talk Plus or Home Phone by the Customer or by another person (whether or not such person is acting with the authority of the Customer) shall be deemed acceptance by the Customer of the terms and conditions of this Agreement and the terms of Annex C (Service Schedule 401) to the Reference Interconnect Offer Agreement between BT and eircom as same may be amended from time to time and which can be obtained by writing to BT.

6.13 In order to avail of Broadband, the Customer shall have an active telephone line for which the Customer is paying line rental to BT or another third party service provider.

6.14. This clause applies to Customers availing of the Home Phone service. You undertake:
(i) to contact your Access Provider if you wish to initiate or change any call management service;
(ii) to inform BT if you have requested a new line from your Access Provider to ensure that we can activate Home Phone on your new line;

6.15 A Home Phone Customer may override the "All Calls" Option provided under this Agreement by dialling the specific short code of the alternative provider before the telephone number, subject to prior arrangement with that alternative provider. Any usage charges incurred by means of this override method shall be payable to the alternative provider.

6.16 In respect of the "All Calls" option under the Home Phone Service, the Customer shall be charged for usage of the "call forward" function.

7. LIABILITY

7.1 We shall use all reasonable endeavours to ensure that the Service is available for use by you in accordance with the standards for the time being relating to the Service as set out in BT's service literature, but shall not be liable for any delay, failure, interruption, or deterioration therein, howsoever arising.

7.2 BT shall make reasonable efforts to prevent unauthorised access to the Service by third parties but shall have no liability to the Customer for any unauthorised access to the Service on behalf of the Customer, the Customer's Equipment or computer system. BT shall have no liability for unauthorised access to the Service by third parties or any other loss arising from the Customer's failure to maintain the security of any username/password or the Customer's failure to activate and correctly configure the security settings on any router used in connection with the Service.

7.3 The Customer accepts that BT has neither control over the content of, nor is responsible for, information that is transmitted and made available on the Internet and that the security of the Internet as a communication medium, or as a medium for purchasing or payment cannot be guaranteed.

7.4 BT shall not be liable for any loss or damage of any kind caused by the failure of the Service or Equipment due to the incompatibility with the Service of hardware, software, and/or equipment supplied by you. Neither shall any third party, including without limitation, Irish Rail or Iarnród Éireann and Affiliates, with whom BT or any of its Affiliates have entered into arrangements with for the provision of services, networks, equipment, wayleaves or rights of passage, have any liability to you, howsoever arising, as a result of the failure, interruption or delay connected with or involving any of the aforementioned.

7.5 BT shall not be liable to you or any third party in contract, tort or otherwise for any financial loss whatsoever or for any indirect or consequential loss howsoever arising in relation to the use of the Service or the Equipment or any failure or error or default by us in the provision thereof, or otherwise in connection with this Agreement. Without prejudice to the generality of the foregoing, any and all liability arising under the Sale of Goods and Supply of Services Act 1980 is excluded to the fullest extent permitted by law.

7.6 We shall have no liability whatsoever under this Agreement for the acts and/or omissions of other telecommunication operators and/or Internet Service Providers.

7.7 We shall not be liable for claims arising out of a breach in the security or privacy of messages transmitted using the Service provided by us unless the breach results from a wilful act or omission of BT or its employees.

7.8 This Clause 7 shall continue to apply notwithstanding termination of this Agreement for any reason whatsoever or howsoever arising.

7.9 BT accepts unlimited liability for death or personal injury resulting from its negligence.

7.10 Subject to clauses 7.5 and 7.9, BT's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Agreement is limited to one thousand euro (€1,000) for any one incident or series of related incidents and to two thousand euro (€2,000) for all incidents in any period of 12 months.

7.11 Any limitation or exclusion of liability under these terms and conditions shall only be to the extent permitted by law.

7.12 BT has no liability to the Customer for any error or omission in a directory published by it, or on its behalf or for any error or omission in the Customer details contained in the National Directory Database.

8. TERMINATION AND SUSPENSION

8.1 Without prejudice to its rights elsewhere under this Agreement, BT shall have the right to terminate this Agreement or any Service forthwith by seven days written notice in the event that you are in material default of any of your obligations under this Agreement.

8.2 BT shall have the right forthwith to terminate the Agreement or any Service for due reason, including, but not limited to, if:-

- (i) the Customer is in breach of Clause 6 above or of the Agreement in respect of the Equipment;
- (ii) the Customer is in breach of any term of the Agreement or any information supplied by the Customer to BT is false or misleading;
- (iii) we are obliged to comply with an order, instruction or request of Government, ComReg, an emergency service organisation or other competent authority;
- (iv) you are 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; or
- (v) if for technical reasons it is not possible to provide the Service.

8.3 BT or the Customer may terminate a Service or the Agreement upon serving 14 days' prior written notice to the other party provided however that if the Customer terminates a Service or the Agreement before the expiry of any applicable Minimum Period then the Customer shall be liable to pay to BT in accordance with clause 3.13 the relevant Termination Charge in respect of that Service, in the case of termination of a Service, or the relevant aggregate Termination Charges, in the case of termination of the Agreement. Termination of the Service or Agreement pursuant to this clause shall be effective on the expiry of the 14 day notice period.

8.4 Notwithstanding termination for any reason whatsoever a Customer shall remain liable for all Charges due and owing (whether or not yet billed to the Customer) in respect of Service up to and until the next billing date applicable to that Service.

8.5 Customers, upon termination, acknowledge that any sums paid to BT are non-refundable, save as otherwise expressly provided herein.

8.6 In the event that the Customer requests to transfer to a third party service provider (in respect of Talk/Talk Plus and/or Broadband) other than BT, then BT will accede to a Service

Transfer, except in circumstances where (i) the Minimum Period has not elapsed and the Customer has not paid the Termination Charges; (ii) there are outstanding debts to BT at the time the Service Transfer is requested; and (iii) the Customer has received and has not returned any BT Equipment, modem or micro filters at the time the Service Transfer is requested.

8.7 Unless previously waived by the Customer, the Customer shall have the right to terminate the Service within seven business days of the earlier of receipt of any goods (i.e. a modem) or seven business days from the Customer's receipt of the Welcome Pack. The Customer shall be liable for any usage charges incurred prior to his cancellation of the Service. No other cancellation charges shall apply. If the Customer so wishes to cancel the Service, he shall contact BT.

8.8 Without prejudice to the generality of Clause 8.1, non-payment of charges in accordance with this Agreement shall be deemed a material breach, giving BT the right on seven days notice to (i) suspend the Service; (ii) terminate the Agreement or any Service; and/or (iii) restrict the Customer from moving to another provider of this Service (such restriction to cease on payment in full of all charges due by the Customer in accordance with this Agreement). BT shall charge the Customer a reconnection fee if the Service is reactivated after suspension pursuant to this clause.

8.9 The termination of this Agreement or default of the Customer hereunder shall not affect any obligation of the Customer under the Agreement. Without prejudice to the generality of the foregoing, on suspension of the Service or termination of the Agreement, all charges accrued by you shall become immediately due and payable and you shall continue to pay the Charges in accordance with Clause 5 hereof in the event of suspension due to a breach by the Customer of these terms.

8.10 Upon termination of the Service for any reason whatsoever or howsoever arising, BT shall not credit the Customer for any subscription fee already charged by BT for the provision of the Service. For the avoidance of doubt, all other Charges accrued under this Agreement shall remain due and owing for the Service, save that Line Rental Charges, Equipment rental charges and BT Calling Features Charges relating to any period after the effective date of termination shall be credited to the Customer on the Customer's final bill and in the event that there still remains a credit due and owing to the Customer same shall thereafter be paid to the Customer by BT.

8.11 In the event of termination of the Service for any reason whatsoever or howsoever arising to a Customer who has been claiming under the DSFA Scheme, any credit awarded to the Customer pursuant to such Scheme which applies to a period after the effective date of such termination, shall be charged to the Customer.

8.12 The Agreement shall continue in force unless terminated by either party in accordance with the terms and conditions set out in this Agreement. For the avoidance of doubt, if BT or the Customer terminates a Service only, then the Agreement continues in force and governs the supply of any other Services which the Customer continues to purchase from BT.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Where Software is provided to enable the Customer to use the Service, BT grants the Customer a non-exclusive non-transferable licence to use the Software solely for that purpose during the term of this Agreement.

9.2 The Customer shall not copy nor, except as permitted by law, decompile or modify the Software in any way, nor copy the manuals or documentation.

9.3 The Customer agrees to sign any agreement required by the owner of the copyright in the Software to protect the owner's interest in that Software.

10. FORCE MAJEURE

10.1 In the event of Force Majeure, neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments) nor be liable to the other party for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including, without limitation, any act of God, failure, interruption of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labour disturbance, acts or

omissions of Government, highway authorities, or other circumstances beyond the control of the parties.

11. ASSIGNMENT

11.1 BT may assign or encumber this Agreement without consent.

11.2 The Customer shall not assign this Agreement in whole or in part without the prior written consent of BT.

12. NO WAIVER

12.1 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or enforcement thereof, or of any such right or any other right on any later occasion.

12.2 Any deficiency in the Customer's authority to avail of the Service or to use the Equipment shall not preclude reliance by BT on any of its rights under this Agreement.

13. NOTICES

13.1 BT shall send all notices to the Customer (i) in writing to the Customer's billing address as provided on registration; and/or (ii) on the Customer's bill; and/or (iii) by placing same on <http://www.btireland.com/consumer.shtml> ; and/or (iv) via SMS to the contact mobile phone provided by the Customer; and/or (v) to the email address provided by the Customer; and/or (vi) via national newspapers.

13.2 BT's address for service of any notice hereunder shall be such address as appears on the last written correspondence rendered to the Customer or such other address as may be prescribed by BT for the purpose.

13.3 Upon completion of an Agreement, all written correspondence from BT shall be deemed served (i) 48 hours after posting if sent by post or (ii) 24 hours after correspondence issued if sent by SMS or by email or (iii) on earlier proof of delivery.

14. USE OF INFORMATION

14.1 Subject to Clause 14.2 below, any personal data provided by the Customer to BT shall be used solely in accordance with the preferences indicated by the Customer in the Application Form and in accordance with the BT privacy policy displayed on BT's website at http://www.btireland.com/legal_privacy.shtml.

14.2 In accordance with the Data Protection Legislation any personal data obtained by BT from a Customer through an application for, or the use of, Service may be accessed and used by BT and its Affiliates for the purposes of credit vetting, accurate billing and efficient operation of the Service, including, in the case of Talk/Talk Plus (in accordance with the Single Billing Code of Practice) and Home Phone, disclosure to and retention by the Access Provider in connection with the operation, suspension and/or termination of the Service and for the insertion, change and deletion of the Single Billing Customer Listing by BT and/or the Access Provider. The Customer shall be deemed in accepting these terms and conditions to have given consent for the use of his personal data for such purposes. The use of the Customer's personal data for purposes other than those outlined in this Agreement shall be subject to the Customer's consent as may be given on the Application Form.

15. MISCELLANEOUS

15.1 If any provisions of the Agreement are held to be unenforceable, illegal or void in whole or in part the remaining portions of the Agreement shall remain in full force and effect.

15.2 This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.

15.3 The Application Form, these terms and conditions, together with the Single Billing

Scheme and the Guide constitute the entire agreement between the parties in relation to the Service and, for the avoidance of doubt, in the case of Talk/Talk Plus supersede any terms which may have governed the provision of the CPS Residential Calling Service to the Customer. In the event of a conflict between these terms and conditions and the Guide, these terms and conditions shall prevail.

15.4 BT reserves the right to alter any terms of this Agreement upon 30 days notice to the Customer. In the event of any such alteration, the Customer shall have the ability to terminate the Service without penalty, by giving notice to BT within 30 days of notification by BT of such alteration, subject to payment by the Customer in full of all charges due prior to the date of receipt of such notice by BT.

15.5 Any dispute that arises in relation to this Service shall be dealt with in accordance with BT Complaints Process as amended from time to time on <http://www.btireland.com/consumer.shtml> . For the avoidance of doubt, the Customer's obligations under this Agreement, including payment obligations, shall not be effected for the duration of the complaint resolution.

Additional Terms and Conditions applicable to Offer for BT Broadband and Line Rental Discount

1. These terms and conditions are additional to, but without prejudice to, all of the above terms and conditions.
2. The Discount will not apply to Customers receiving the Broadband & Total Talk Service. 3. The "Discount" means the discount set out in the Guide and at www.btireland.com/consumer.shtml off the then applicable total aggregate monthly charge for Broadband and Line Rental.
4. The offer for the Discount as described below (the "Offer") is open until such time as BT determines in its absolute discretion to withdraw it and such withdrawal shall be posted on <http://www.btireland.com/consumer.shtml> .
5. The Offer is subject always to acceptance by BT of you as both a Broadband customer and a Talk customer - subject to all terms and conditions applicable thereto. Application for both Broadband and Talk must be received by BT before BT will commence the determination of such acceptance.
6. The Discount will only become effective upon both Broadband and Talk services becoming operational in respect of the applicant Customer. For the avoidance of doubt, Broadband and Talk may become operational at different times.
7. The Discount will take the form of a credit on a Customer's bill after a Customer qualifies for the Discount in accordance with these terms.
8. The Offer is conditional upon the Customer remaining a customer of both Broadband and Talk.
9. From the effective date of the Discount all other discounts of any nature whatsoever which applied to a Customer's charges due to the combination of Broadband and Talk shall cease to apply with immediate effect.
10. This Offer is personal to the Customer and is not transferable or assignable in any way whatsoever.

Additional Terms and Conditions applicable to Broadband & Total Talk

1. These terms and conditions are additional to, but without prejudice to, all of the above terms and conditions.
2. For the avoidance of doubt, the service restrictions applicable to Talk and Broadband (including without limitation the restrictions set out in clauses 3, 5 and 6) apply to the Broadband & Total Talk service.
3. A new customer will only be deemed to be a customer of the Broadband & Total Talk service when the last element of the Broadband & Total Talk service (i.e. any of Broadband, Line Rental and Talk Plus) is operational. For the avoidance of doubt, the different elements of the

Broadband & Total Talk service may become operational at different times. The first bill received by such customer will include Broadband & Total Talk Charges in arrears for the period when all elements of the Broadband & Total Talk service became operational to the first bill date (using the formula of the monthly Broadband & Total Talk Charge divided by 30 to generate the applicable daily rate) together with the two monthly advance charge. In circumstances where the first element to become operational is Line Rental, then the first bill will also include Charges in arrears in respect of calls made prior to the date on which all elements of the Broadband & Total Talk service became operational at the Talk Plus call rates.

4. An existing customer who chooses to upgrade to the Broadband & Total Talk service (an "upgrading customer") will be deemed to be a customer of the Broadband & Total Talk service from the date of the next bill following the date on which all elements of the Broadband & Total Talk service (i.e. Broadband, Line Rental and Talk Plus) are operational. Such bill will include (i) Charges in arrears for any elements of the Broadband & Total Talk service which became operational since the last bill received by the customer and will be based on the standard BT rates for such elements (using the formula of the monthly Charge for such new element divided by 30 to generate the applicable daily rate) but will not include any Broadband and Line Rental Discount if such discount did not apply on the Customer's last bill and (ii) the two monthly advance charge for Broadband & Total Talk.
5. The Minimum Period for Broadband & Total Talk means the minimum period of one year commencing on the date on which the Broadband & Total Talk Charges begin to apply in accordance with clauses 3 and 4 above i.e. in respect of a new customer, the date all of the elements of the Broadband & Total Talk service become operational; in respect of an upgrading customer, the date of the next bill following the date on which all elements of the Broadband & Total Talk service are operational.
6. From the date on which the Broadband & Total Talk Charges begin to apply, all other discounts of any nature whatsoever which applied to a Customer's charges due to the combination of Broadband and Line Rental shall cease to apply with immediate effect.
7. In the event that a customer downgrades from one Broadband & Total Talk option specified on the Application Form to another option, the Charges for the higher option will continue to apply until the next bill following the downgrade. The Charges for the lower option will apply from the next bill date.