



## RESIDENTIAL INTERNET TARIFF PLAN TERMS AND CONDITIONS

These terms and conditions were last updated on 7<sup>th</sup> May 2019

### A. Your Agreement

- These terms and conditions form an integral part of Your Agreement for the provision of the Service with Us, together with the following terms (together with any other documents referred therein), where applicable:
  - The Application Form
  - The Special Offer Terms and Conditions
  - The Bundled Plan Terms and Conditions
  - The Tariff Plan Terms and Conditions and/or Schedule of Charges
  - The End User License Agreement (EULA)
  - The Product Terms and Conditions
  - The General Terms and Conditions
- If any of these documents conflict with one another, the terms will apply in the order of precedence set out above.
- The Tariff applicable to Your Agreement is specified in the Application Form. We reserve the right to stop, suspend, amend or otherwise alter this Tariff, the applicable charges and any benefits derived through it, as well as these terms and conditions, in accordance with applicable laws.

### B. Definitions

- 'Residential' means that the Premises where the Service is installed are used wholly:
  - For residential purposes;
  - As non-governmental organisational Premises, if We decide in Our sole discretion to allow the said non-governmental organisations to benefit from this Residential Tariff Plan.

### C. The Tariff

- The Internet Tariff Plan (the 'Tariff') to which You are subscribed is an Internet Residential Service provided by Us. The Service is only provided in conjunction with a fixed voice Residential Service registered with Us. You subscribe to this Tariff by signing an Agreement with Us.
- The Tariff is regulated by its terms and conditions. By subscribing to the Tariff You are agreeing to all of the terms and conditions found in the Agreement. If You do not agree to any of these terms, You should not subscribe to the Tariff.
- The Tariff consists of the following:

### E. Explanation of Service Description

- The Typical Speed Range (the 'TSR') corresponds to the 20th and 80th percentile marks of the measured access speed of a sample of subscribers on the Tariff. Where the 20th and 80th percentile marks are identical, only one figure is given. The sample is such that the results enjoy a statistical margin of error of 5% or better. For new Services, TSR is a realistic and prudent estimate.
- The download and upload speeds indicated in clause C.3.a are 'up to' speeds. The actual speed attained on Your connection may vary depending on a number of factors.
- When You subscribe to a Tariff You will be given a modem in order to enable Your connection to the Service. Where specified, We will provide You with the use of a wireless modem free of charge. Where You are not provided with a wireless modem with the Tariff, You may choose to upgrade to a wireless modem at the charge specified in the Schedule of Charges.
- The Tariff is provided with a self-installation option. If You would like Us to install the Service for You, We may do so at a charge as specified in the Schedule of Charges.
- The anti-virus and spam protection specified in clauses C.3.g and C.3.h are meant as a first line of defence only. You should ensure that You install adequate software protection and other security measures at Your end. You agree not to hold Us responsible if Your Equipment or other devices become infected with any kind of malicious software or if Your Service is otherwise compromised through the connection to the Internet.

### F. Minimum Term

When You subscribe to a two (2) year contract:

- The minimum term for this Tariff and it's applicable monthly charge is binding for twenty-four (24) months;
- If you terminate the Agreement during the minimum term, You will be billed an early termination fee of €100, or the remaining tariff, whichever is the lowest. The early termination fee is inclusive of all taxes.

### G. Other Important Terms

- If the fixed voice Service over which Your Internet Service is provided is suspended or terminated, the Internet Service could be suspended or terminated as well.

	Service Description	Ready	Rapid	Turbo	Sonic	Super	Ultra	Giga
a	Typical Speed Range:							
	Download Speed	12-15Mbps	35 Mbps	70 Mbps	200 Mbps	300 Mbps	500 Mbps	1000 Mbps
	Upload Speed	1Mbps	5Mbps	15Mbps	20Mbps	20Mbps	20Mbps	20Mbps
b	Data Usage Cap	Limitless	Limitless	Limitless	Limitless	Limitless	Limitless	Limitless
c	Activation	Free	Free	Free	Free	Free	Free	Free
d	Use of Modem	Free	Free	Free	Free	Free	Free	Free
e	Wireless Modem	Included	Included	Included	Included	Included	Included	Included
f	Self-installation	Included	Included	Included	Included	Included	Included	Included
g	Anti-virus	Included	Included	Included	Included	Included	Included	Included
h	Spam protection	Included	Included	Included	Included	Included	Included	Included

### D. Explanation of Charges

- The Tariff You subscribed to and its respective monthly charge is stated on the Application form found within this Agreement. Further details are also available in the Schedule of Charges.
- You may be required to pay additional charges if You opt for specific billing or payment methods. Further details are available in the Schedule of Charges.