

Terms and Conditions for ISDN Telephone Service

1. eircom Limited, registered as a Branch in Ireland Number 907674, incorporated in Jersey Number 116389 whose branch address is at 1 Heuston South Quarter, St. John's Road, Dublin 8, Ireland (hereafter referred to as "eircom") may provide a facility in this Scheme referred to as "Integrated Services Digital Network" (ISDN) whereby a telephone customer ("the Customer") may make telephone calls over-switched end-to-end digital transmission paths the telecommunications line and equipment described overleaf subject to these Terms and Conditions; and any legislation applicable thereto (together "the Agreement"). A copy of the eircom Price List may be inspected at eircom, 1 Heuston South Quarter, St John's Road, Dublin 8, Ireland; by visiting www.eircom.ie/termsandconditions; or contacting the eircom Customer Information Services on Freefone 1800 203105.

2. Use by the Customer or by another person (whether or not such a person is acting with the authority of the Customer) of any telecommunications service provided by eircom, shall be deemed to constitute an acceptance of this Agreement. This Agreement shall be deemed to commence on the date the service has been first provided and the services will continue unless and until terminated pursuant to this Agreement.

3. The Customer can access the emergency services free of charge by dialling „999" or „112". When the Customer dials the emergency numbers, to comply with regulations, eircom will forward the installation address details of the calling number to the emergency services. Where the Customers is using a DECT Phone (Digital Cordless Telephone), which requires an electric power supply, the customer may be unable to make calls, in the event of a power interruption or outage. ISDN BRA FRA & PRA phones all require electric power supply;the customer may be unable to make calls, in the event of a power interruption or outage.

4. The Customer agrees (without prejudice to the Customer's right to terminate the Agreement in accordance with Clause 4 below) to pay on demand:

- a. such charges as may be fixed from time to time by eircom in respect of calls made by means of the telecommunications line and displayed on the eircom Price List;
- b. such charges as may be fixed from time to time by eircom in respect of facilities and other services obtained by means of the said telecommunications line and displayed on the eircom Price List and
- c. in advance, such telecommunications line and equipment rental charges as may be fixed from time to time by eircom and displayed on the eircom

Price List;

5. The Agreement, subject to Clauses 5 and 6 below may be terminated in accordance with the Regulations or otherwise by either party giving to the other one month's prior notice in writing requesting termination of the Agreement. If the Agreement is terminated, eircom will refund any monies owed to the Customer; after first deducting any monies the Customer owes to eircom under this Agreement or any other agreement which eircom has with the Customer. If no monies are due to the Customer, eircom reserves the right to seek any monies due by the Customer to eircom as a debt due to eircom.

6. One month's notice will be given to the Customer of any increase in either the charges for calls made from the telecommunications line rented by the Customer or in the rentals for the telecommunications line(s) or equipment. Full details of all eircom's current charges can be obtained by visiting www.eir.ie/pricing or by contacting Freefone 1901 (Residential Customers) or Freefone 1800 601 701 (Business Customers).

7. In the event of changes notified by eircom to these terms and conditions, you may terminate this Agreement, without charge, by serving notice in writing prior to the date of implementation of such changes. You will be deemed to have accepted any implemented changes, by continuing to use the Services.

8. Unless otherwise agreed or eircom otherwise decides, all monies due to eircom by the Customer become payable as soon as an account or demand therefore is issued to the Customer. Unless otherwise agreed or eircom otherwise decides, payment shall be due within fourteen days of the date of the issue of the account, unless otherwise stipulated within the Customer's direct debit agreement terms. The Customer can view their phone bill, the methods of payment and make a payment by Laser/Visa Debit Card or set up a Direct Debit by visiting www.eircom.ie. For Bill enquiries, Residential Customer can contact us on Freefone 1901 and Business Customer on Freefone 1800 601 701 (Business Customers).

9. Where after an account in respect of any telecommunications service has been issued to the Customer is not paid in full within 14 days; eircom may, by notice (in so far as is practicable) to the Customer suspend all or part or any telecommunications services provided to the Customer and in the case of any such suspension, may, in respect of restoration of such service or services, require security or advance payment and may make the appropriate charges provided for in the schedules to the Telecommunications Scheme. In the event that the Customer disputes an account based on reasonable grounds, eircom will use its reasonable

endeavours to resolve the matter with the Customer in advance of exercising its right to suspend or end the service or the agreement for non-payment.

10. In the event of any period of restriction or temporary suspension of service for non-payment by the Customer of any monies due to eircom under this Agreement or any other agreement the Customer has for the provision of services by eircom, the Customer shall continue to pay the telecommunications line and equipment rental charges during such period and eircom reserves the right to set off such monies due to eircom from any monies due by eircom to the Customer (if any) or to recover payment as a debt due by the Customer to eircom.

11. eircom configures its network in such a manner to minimise the risk of filling or overfilling a network link. In the unlikely event that a network link may become overfilled, eircom will take appropriate technical measures to manage certain traffic flows. eircom will take all reasonably appropriate measures to ensure that impacts on customers' service quality are minimised.

12. In response to any incident or external threat to the network, eircom may intervene by means of filtering, blocking or rate limiting certain traffic flows to control the operation of the network which may result in a degradation of service quality.

13. Where after an account in respect of any telecommunications service has been issued to the Customer is not paid in full within 21 days; eircom may terminate at any time thereafter any or all agreements with the Customer, by notice (in so far as is practicable) to that effect as and from the date of such notice and may thereupon cease to provide telecommunications services to the Customer. eircom shall also be entitled to recover from the Customer forthwith all telecommunications lines, fixtures and accessories together with the balance of any sum of money, fee, charge, subscription, expense or damages due in accordance with the terms of such agreements.

14. The provision of the ISDN is contingent upon the carrying out of a site survey by eircom and is at all times subject to availability of appropriate facilities. eircom reserves the right to decide on the method by which service will be provided It is the responsibility of the Customer to provide a suitable environment, accommodation, including all necessary trunking, conduits and cable trays in accordance with the relevant installation standards specified by eircom.

15. The Customer must ensure that a live power outlet is available within two (2) metres of the line termination point. All preliminary works must be completed by the Customer, prior to the installation of the ISDN by eircom.

16. eircom shall provide the Customer with a "Ready for Service Date" on the date on which the Customer orders the ISDN service. Where a site survey is required, eircom will agree the "Ready for Service Date" following the site survey. "Ready for Service Date" means the date by which eircom shall use its reasonable endeavours to provide the ISDN facility to the Customer.

16.1. The Ready for Service Date is: twenty (20) working days from the date of the order where plant and equipment is available to provide the ISDN service and the service applied for is basic rate access or high speed access; forty (40) working days from the date of the order where the application is for fractional rate access or primary rate access;

16.2. The Customer is obliged to provide eircom with access to the site at all reasonable times to enable it to provide the ISDN facility.

16.3 This Agreement shall be deemed to have commenced on the date the service has been first provided and the services will continue unless and until terminated pursuant to this Agreement.

17. The Customer must report a fault with the service by contacting Freefone 1800 501 502 or 1800 255 255 depending on your Business Unit or by logging the fault on line on www.eircom.ie. If the Customer reports a fault in the service, eircom will use its reasonable endeavours to respond in accordance with the level of repair service which applies to that particular ISDN product applicable, in accordance with the level of repair service the Customer has chosen pursuant to paragraphs 16 below.

18. The Customer may avail of specific service levels on fractional or primary rate access lines, details of which can be viewed by visiting <http://business.eircom.net/SME/products/voice>, or by contacting the relevant eircom Business Service Centre on Freefone 1800 501 502 or 1800 255 255.

-BRA -Repair time with no SLA-Best endeavour to repair the line as soon as possible

-BRA -Repair time Business Line 8 Hour Repair -8 Hours

-ISDN F/PRA -Repair time and SLA (Service Level Agreement)

-Eircom Assist -Response Time 4 Hours -Repair Time 6 Hours -Eircom Assist Plus Response Time 4 Hours-Repair Time 4 Hours -Eircom Premium Assist Response Time 2 Hours-Repair Time 2 Hours

19. If eircom responds to a fault and finds that no fault exists in the eircom network, eircom may charge the Customer for the call out at the applicable

rates set out in the eircom Price List.

20. eircom will try to resolve any dispute with the Customer as quickly as possible. All complaints received by letter, fax or e-mail will be acknowledged within two working days of receipt. The Customer will be provided with a unique reference number and advised of the expected investigation and resolution timelines. Details of our complaint handling procedures and how to log a complaint are set out in eircom's Customer Care Code of Practice for Complaint Handling, which can be viewed by visiting www.eircom.net/codeofpractice. The Customer can log a complaint by contacting Freefone 1901 (Residential customers) or Freefone 1800 501 502 or 1800 255 255 depending on your Business Unit or by sending a fax to our Customer Care Centre at 1800 200 480. In the event the parties cannot agree the Customer may refer the dispute to any recognised dispute resolution service in accordance with the Customer Care Code of Practice for Complaint Handling.

Data Protection

1. eircom offers a calling line identification service that will allow your phone number to be seen automatically by the person you are calling. To see your number, the person you are calling must be signed up to the Caller Display and have the appropriate equipment. If you do not wish your number to be seen please tick the box. -----

2. To keep you up to date about our products, services, special offers and price reductions, eircom and its related companies may retain and use your details in order to contact you from time to time.

a. If you do not wish to be contacted while you are an eircom customer, please tick this box.

b. If you do not wish to be contacted, post termination of the customer services Agreement, please tick this box. -----

3. Third parties are allowed to use the National Directory Database (NDD) for direct marketing. eircom can place an indicator next to your NDD entry advising third parties that you do not wish your details to be used for this purpose. If you want an indicator placed beside your directory entry, please

tick this box (Exdirectory customers automatically have this indicator).

4. The information within the Phonebook, (which is compiled from the National Directory Database) is also passed on to other companies who operate a telephone number information (Directory Enquiry) service. During your application for telephone service: If you chose to be „Listed" it means that your details will appear in the Phonebook and will also be available on Directory Enquiry Services. If you chose to be „Unlisted" it means that your details will not appear in the Phonebook but will be available on Directory Enquiry Services. If you chose to be „Ex-Directory" it means that your details will not appear in the Phonebook nor will it be available on Directory Enquiry Services. Your information will be flagged automatically for „no marketing telephone calls" in the NDD

Regardless of which Telephone Directory option you chose when applying for service, if you have opted to have a „no marketing telephone calls" indicator set against your telephone number in the NDD (Paragraph 3 above) you should not receive marketing calls from companies with whom you do not have a commercial or business relationship.