



Real Broadband Ltd, 4 James St, Tralee, Co. Kerry. Tel 0667180298.

Website: <http://www.realbroadband.com> email: info@realbroadband.com

14.04.2023

Residential Customer Service Agreement - Terms and Conditions

1. Scope

This Customer Service Agreement outlines the Terms and Conditions under which Real Broadband will provide and the Customer will receive the Services as defined below.

2. Interpretation

- i) **“Company”**, **“Real Broadband”**, **“we”**, **“us”** in these terms and conditions means Real Broadband Ltd., which is a registered company with the CRO under registration number 374422 and whose address and contact details for the purpose of this agreement are as stated at the top of this agreement.]
- ii) **“Customer”** or **“you”** means the subscriber offering to enter the contract or having established a contract with Real Broadband and whose full name, address and contact details for the purpose of this agreement are set out in the Services Order Form. iii) **“Address”** means the Customer’s address in Ireland where the Equipment will be installed and connected and Services provided. iv) **“Normal Working Hours”** means 9:00 a.m. to 5:00 p.m., Mondays to Fridays excluding public holidays.
- v) **“Business days”** means the days referred to in Normal Working Hours. vi) **“Equipment”** means equipment provided by us to you to make the Services operational the maintenance and administration of which is performed by us as part of your subscription. “Equipment” as herein defined includes the radio transceiver, mountings, cabling, connectors, electronics, ducting, wall outlet, routers, servers, network cards, software and any other telecommunications apparatus and/or any other equipment or materials supplied by us or in connection with or under license from third party suppliers **but does not include** equipment owned or purchased by you (whether from us or from third parties) which you connect to the Equipment, such as cctv systems, laptops etc. vii) **“Initial Term”** means the period specified in the Services Order Form selected by the Customer starting on the date on which the Services are fully provisioned and activated. This may or may not be the date of installation, depending on circumstances. Full provision is determined by the start date of the first billing period. viii) **“Services Order Form”** means the form by which you select the particular combination of Services and level of service of each therein which form comprises part of this agreement. ix) **“Services”** means the telecommunications transmission services, such as internet access, voice services, email or other related electronic communications services as specified in the Customer’s Services Order Form or as changed from time to time in accordance with terms herein, whether provided directly by Real Broadband or otherwise and includes such services both in the singular and the plural.

x) “Services Contract” means an agreement on these terms for Services. **xi) “Network”** means the Company’s telecommunications network, terminating at the network termination/distribution point in the Customer’s premises and which incorporates all equipment (including Equipment), licences, contractual rights and other materials or rights utilised by us in providing the Services to you and other customers.

3. Order processing, Provisioning and Activation, Right to Cancel

i) Real Broadband reserves the right not to consider or process orders at its discretion. You agree and acknowledge that the geographic areas covered by Real Broadband are limited and even within Real Broadband’s coverage areas technical or environmental issues may prevent, delay or degrade the activation or provision of the Services. **ii)** You must provide a valid email address when placing an order and maintain such address, or provide Real Broadband with an alternative address. Real Broadband will use such email address to contact you for all purposes under these terms. **iii)** If you wish to place an order you may do so by paying the installation fee required with notice of your name, address, telephone number and email-address.

iv) By placing an order you offer to enter into a contract on these terms for the purchase of the relevant Services from Real Broadband, however your offer is not accepted by Real Broadband until such time as the ordered Services have been installed/provisioned and are ready for use (activated).

v) You have the right to cancel an order. Details of your cancellation rights are set out in **Schedule 1** of this agreement. If you cancel your order:

(a) at any time up until the date of installation/provisioning/activation, you will be refunded the installation/provisioning/activation fee (as long as, in the case of resellers, we are refunded by them).

(b) at any time between date of installation and time of activation, you will be refunded the installation/activation/provisioning fee, minus labour and material costs incurred (as long as, in the case of resellers, we are refunded by them). **vi)** Subject to clause 3(i), Real Broadband will acknowledge receipt of your order and contact you as it processes your order and tries to provision and activate your Services. In accordance with clause 3(iv) above neither acknowledgement of receipt of order nor any subsequent pre activation communication shall be acceptance by Real Broadband of your offer to enter into a contract. **vii)** In processing your order, Real Broadband will verify that your premises are in an area in which Services are available and carry out technical tests. However, occasionally it will not be possible to establish whether an ordered service can be activated until after installation at your premises. **viii)** Real Broadband may need to visit your premises to carry out tests, provisioning or activation and you agree to such visits and to provide such other cooperation and assistance as Real Broadband may reasonably require. Real Broadband will liaise with you to arrange the timing of these appointments and tests. **ix)** If ordered Services cannot be activated, Real Broadband will notify you as soon as possible. Your offer to purchase Services from Real Broadband will automatically be rejected on technical grounds and any charges already collected will be refunded to you, subject as above.

4. Services Contract: Formation, Duration and Termination

i) Activation of your ordered Services shall be Real Broadband's acceptance of your offer to purchase Services from Real Broadband and these terms form the contract between you and Real Broadband for the provision of Services. **ii)** Each Services Contract shall commence on the date the relevant Services are installed and or activated as appropriate. If your order comprises Services with different activation dates, then each of those Services shall be the subject of a separate Service Contract from its date of activation. **iii)** Each Service Contract shall continue for the minimum period specified in the Services Order Form (**the "Initial Term"**) and continue thereafter on a monthly basis until terminated by either Real Broadband or you. Following the Initial Term, if any of the Services or pricing are offered to you contingent on your commitment to a further specified contract period, then this further commitment shall be added to (and form part of) the Initial Term.

iv) You may terminate a Service Contract by giving one (1) month's written notice to Real Broadband if:

(a) The Initial Term of such Service Contract has expired

(b) Real Broadband notifies you of a change to a service or the terms of your Services Contract (in which case you may terminate your Services Contract within one (1) month following such notification without penalty). If Real Broadband makes any change to the terms of your Services Contract Real Broadband will do so in compliance with ComReg Decision D13/12 and will waive any applicable de-installation charge if the Customer gives Real Broadband the applicable termination notice before the end of the applicable one month notice period; or

(c) If Real Broadband commits a material breach of such Services Contract and has not rectified such breach within thirty (30) days of a written notice from you requiring rectification.

v) If you terminate any Services Contract otherwise than in accordance with clause 4(iii) and 4(iv), then you will be liable immediately to pay Real Broadband all charges due to the end of the Initial Term and or such additional period as you have subscribed for Services.

vi) Real Broadband may terminate any Services Contract with you by written notice to you if:

(a) the Initial Term of such contract has expired

(b) You fail to pay the amounts properly due to Real Broadband under any contract with us

(c) You provide Real Broadband with inaccurate information or fail to update us with the information required in and or for the purposes of the order

(d) You commit a material breach of any Services Contract and you have not rectified (if rectifiable) such breach within thirty (30) days of a written notice from Real Broadband requiring rectification

(e) Real Broadband reasonably believes that you are at risk of becoming or being deemed to be insolvent, bankrupt or are unable to pay your debts, you make an arrangement or composition with your creditors generally, you enter into liquidation whether compulsorily or voluntarily or you make an application to a court of competent jurisdiction for protection from your creditors generally or a petition is presented or a resolution is passed by you for your winding up or dissolution, an administration order is made in relation to you or a receiver or administrative receiver is appointed over or a

person legally appointed to do so takes possession or sells any of your assets or notice of a meeting to carry out any of the foregoing is duly served

(f) Any authorisation which Real Broadband requires in order to provide the service is not obtained, withdrawn or otherwise cancelled, or

(g) An event outside Real Broadband's reasonable control (force majeure) which prevents continued provision of the Services continues for more than thirty (30) days **vii)** If Real Broadband has the right to terminate any Service Contract, Real Broadband may in addition (without prejudice to, waiver of or extinguishing its right to terminate) suspend such Service Contract. **viii)** If a Service Contract has been suspended or terminated by Real Broadband, or by a

Customer in accordance with clause 4(iii) and clause 4(iv), Real Broadband will subsequently at the Customer's request re-activate the Services thereafter provided that the Equipment remains in place and the information provided by the Customer in the initial order remains unchanged upon payment of a €35 reactivation fee (if no callout is required) or €80 (if a callout is required). **ix)** The termination or expiry of any Service Contract shall be without prejudice to the rights and liabilities of either of you or Real Broadband's accruing up to such date.

5. Service provision

i) Real Broadband may from time to time make changes to its Network or the technical specification of Services, such as hardware or software upgrades. If these changes will materially detrimentally affect Services, Real Broadband will inform you in advance by email. **ii)** It is technically impracticable for Real Broadband to guarantee a fault-free service and Real Broadband does not warrant or undertake to do so. **iii)** Real Broadband may suspend provision of Services:

(a) For operational or technical reasons (in which case Real Broadband will use reasonable endeavours to notify you prior to such suspension and to minimize the impact on you) (b)

If Real Broadband has reasonable grounds to believe that the Services are being used in breach of clause 7

(c) If your use of the Services may damage or disrupt the proper functioning of Real Broadband's Network

iv) Except as expressly set out in this agreement all other representations, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of these terms and any or each separate Service Contract are expressly excluded.

v) These terms are the exclusive statement of the agreement between you and Real Broadband related to the subject. They supersede all understandings and prior agreements, whether oral or written, between us. You agree that you did not rely on any statement made by us before entry into the force of these terms and you hereby waive any remedy which, but for this clause might otherwise be available to you in respect of any untrue statement (whether made innocently or negligently but not fraudulently) before entry into force of these terms.

6. Equipment Supply

i) You may from time to time purchase equipment (which is separate from the Equipment as defined herein) comprising hardware and or software whether associated or otherwise from Real Broadband in which case the order process set out in clauses 3 and 4 above shall apply

except that the relevant Service Contract shall be formed and fulfilled by delivery of that equipment to you. Risk and title therein (where applicable) shall pass to you on delivery. You shall only have a right to reject that equipment as set out in the applicable manufacturer's limited warranty and the terms below shall apply: **ii.** If Real Broadband supplies you with equipment:

(a) Real Broadband has a legal obligation to supply goods that are in conformity with the contract and

(b) You shall ensure that any equipment connected to the Services is connected to and used with the Services in accordance with relevant published instructions and any safety and security procedures notified to you. **iii)** If Real Broadband supplies you with Services then you agree to procure access to all appropriate sites for engineers and authorised personnel at mutually agreeable times and provide such cooperation and assistance as they may reasonably require. Real Broadband shall meet your reasonable requirements about the safety of Real Broadband's people on your premises and you shall meet Real Broadband's reasonable requirements about the safety of Real Broadband's people on your premises. **iv)** Real Broadband will supply antennae, brackets, poles, cabling, power over ethernet unit, power supply and such Equipment will remain in ownership of Real Broadband at all times. Equipment shall not be adjusted or in any way tampered with. Additional equipment purchased by the Customer (e.g. wireless router, hub, etc) will remain within ownership of the Customer. At the end of the Services Contract the Customer agreed to pay a deinstallation fee for the removal (without any obligation to do so) of such of the Equipment as Real Broadband elects to collect (if any) and details of such de-installation charge are set out in the Services Order Form. **7. Your Obligations**

i) You agree that:

(a) Real Broadband has the authority to carry out works to provide you with the Services at any of your sites at which Real Broadband is providing or is to provide the Services (b) You will not use, or allow others to use, the Services:

i. for any improper, unlawful, fraudulent, criminal or otherwise illegal activities **ii.** in a manner which is indecent, offensive, abusive, defamatory, menacing, obscene or harassing

iii. to send, knowingly receive, upload, download or use any material which is offensive, abusive, defamatory, menacing, obscene or harassing **iv.** to breach any intellectual property rights, including without limitation, copyright

v. to breach any other third party rights, such as, without limitation, confidence, privacy or any other rights

vi. to make offensive, menacing, nuisance or hoax calls **vii.** to cause annoyance or needless anxiety

viii. to send, provide, facilitate or knowingly receive responses to any spam or unsolicited advertising or promotional material **ix.** to knowingly or negligently transmit any electronic material (including viruses, worms, Trojans, backdoors or spyware) which shall cause or is likely to cause detriment or harm in any degree to computer systems owned by Real Broadband or other internet user

x. to knowingly or negligently permit or participate in any mail bombing or denial or attacks or

- xi. to degrade the performance of the Real Broadband network or Services; (c) safeguard security information
- (d) ensure that the registration data about yourself specified in the order is updated to keep it accurate
- (e) only use and connect equipment, Equipment and / or networks to the Real Broadband network that are approved and comply with all relevant legislation, standards and license requirements
- (f) comply with these terms and any reasonable instruction Real Broadband gives you; and (g) indemnify Real Broadband against all losses, liabilities, costs (including legal costs) and expenses which Real Broadband may incur as a result of any third party claims against Real Broadband arising from, or in connection with, your use or misuse of the Services, or breach of these terms and/or any other Service Contract **ii)** Subject to the provisions set out in **Schedule 2** hereunder, Real Broadband may without notice to you examine, monitor or record from time to time, the use to which you put the Services and the nature of the data / information that you are transmitting / receiving via the Services where such examination, monitoring or recording is necessary as a matter of law:
 - (a) to protect and / or safeguard the integrity, operation and functionality of the Real Broadband (and neighbouring/connected) networks
 - (b) to cooperate or comply with any investigation or enquiry of or by a competent authority, or any police, judicial, regulatory or governmental order, notice, directive or requests; or
 - (c) to substantiate or refute any reasonable suspicion Real Broadband may have in respect of your alleged or potential breach of these terms

8. Charges, Payment Terms and Credit Limit

- i)** The charges applicable to Real Broadband's processing of any order and the provision of any Services or supply of Equipment and or any equipment ("**Charges**") shall be the charges set out in your completed Services Order Form. **ii)** Charges are of the following types:
 - (a) Installation/activation/de-installation charges: including e.g. for equipment and Equipment, brackets, line testing etc
 - (b) Subscription charges: including recurring monthly fee for use of Services
 - (c) Servicing charges: including on-site service calls, where the issue was caused by the Customer, third party on Customer site or Customer equipment
 - (d) miscellaneous charges (e.g. callout charges referred to above or failed payment charges referred to below). **iii)** Charges quoted in the Real Broadband Services Order Form are, where not otherwise stated, exclusive of VAT applicable at current rates. **iv)** Installation charges are charges made for the installation of such Equipment as is necessary to provide the Services to your premises as well as for equipment you order from and or through us.
- v)** Subscription charges are charges made for the supply of Services. The subscription charges which apply to your Service Contract for the Initial Term are the subscription charges in force at the date you place your order and will be stated on your Services Order Form. Depending on the nature of the Services selected by the Customer subscription charges are due:
 - (a) by standing order or direct debit, monthly in advance (b) on invoicing, quarterly or annual in advance

(c) by credit card/PayPal, quarterly in advance.

In case of failure to pay the subscription charges, like failed direct debit or returned cheque payments, Real Broadband reserves the right to charge an additional fee of €50 for each such event. **vi)** Servicing charges are charges made for on-site service calls, where the issue was caused by the Customer, third party on Customer site or Customer equipment. The standard charge for an on-site service call is €80. **vii)** Real Broadband will issue invoices via email unless requested otherwise. If a hard copy invoice is requested via post, an additional fee of €5 for each such postal event applies.

viii) All amounts due to Real Broadband shall be paid in full (without deduction or withholding except as required by law) and you shall not be entitled to assert any credit, set off or counter claim against Real Broadband in order to justify withholding payment of any such amount in whole or in part. **ix)** Real Broadband may charge interest at a rate of 10% over the Central Bank of Ireland base rate on any overdue amounts payable from the due date until payment of all sums owing including interest.

x) In respect of non payment Real Broadband will suspend the Customer's connection / Services automatically, if payment is not received within 28 days from the invoice date.

9. Privacy and Data Protection

i) In processing, provisioning and activating your order, providing Services, billing you and otherwise interacting with you as a Customer, Real Broadband may collect, store and process data relating to you. We shall process such data in accordance with GDPR and we hereby undertake not to disclose or release this data in any form unless to cooperate or comply with any investigation or enquiry of or by a competent authority, or any police, judicial, regulatory or governmental order, notice, directive or requests; **ii)** You have the right to request a copy of the information relating to you.

10. Limitations of Liability

i) Nothing in these Terms shall restrict or exclude either party's liability for fraud or for death or personal injury caused by its or its employees' or agents' negligence. **ii)** Subject to clause 10(i), Real Broadband shall not be liable to you or to any third party for any consequential loss or damages whether in contract, tort or otherwise (including negligence). For the purpose of this clause (10(ii)) 'consequential loss or damages' shall mean any economic loss (whether direct or indirect) including, without limitation, any loss of profits, anticipated savings, business, contracts, revenue, time or goodwill or loss or harm of data always provided that this shall not include:

(a) Charges which are re-fundable or repayable

(b) The cost (over and above that charged by Real Broadband) to a Customer of procuring replacement Services in the event of default by Real Broadband; and

(c) The repair (or if the repair is not practicable, replacement) of any tangible physical property of a Customer intentionally or negligently damaged by Real Broadband or its employees whilst on the Customer's premises.

iii) Your sole and exclusive remedy in respect of any failure to meet any service levels (if applicable) set out in any Services level agreement (if applicable) shall be to the compensation schemes set out in such service level agreement. **iv)** You shall at times be under a duty to mitigate any losses suffered by you.

v) Each provision of this clause 10 and of this entire agreement is to be construed as a separate provision applying and surviving even if one or more other provisions of this clause is held inapplicable or unreasonable.

11. Miscellaneous

i) Real Broadband will not be liable for any delay or failure in performance of its obligations to the extent that such delay or failure is attributable to matters beyond reasonable control

ii) Real Broadband may assign the benefit or burden of these terms or any Services Contract upon notice to you. You may not assign the benefit or burden of these terms or any Services Contract

iii) Real Broadband's failure to exercise or enforce or any delay in exercising or enforcing any right or benefit conferred by these terms shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion. **iv)** Subject to Clause 4(iv) b, Real Broadband may change these terms from time to time. **v)** these terms do not create any rights for, or enforceable by, any third party.

vi) These terms shall be governed and construed in accordance with Irish law and the parties irrevocably agree to the exclusive jurisdiction of the Irish courts always provided that Real Broadband may commence proceedings against you in any jurisdiction in which you are incorporated, resident or hold assets

vii) If a Customer changes the address at which the Services are received and wishes to continue the Services Contract at a new address, they must provide Real Broadband with 30 days notification; providing the new location is deemed suitable by Real Broadband, Real Broadband will move Equipment from the old premises and install at the new premises for a relocation fee presently charged at €200. **viii)** Real Broadband:

(a) cannot ensure, and you agree take responsibility for, the compatibility of your computer equipment and software with web based applications, including the capability to send and receive emails (via the World Wide Web or through a POP3 / IMAP capable client); and you acknowledge and agree that Real Broadband exercises no control over, and accepts no responsibility for, the content of the information passing through our host computers, network hubs and points of presence or the Internet, and in particular, Real Broadband does not warrant that you will not receive or be affected by viruses, spam, or any other illegal material whether from the internet or otherwise through our network. This applies even though we may run identifying, protective or filtering devices or software as part of the Services.

(b) provides Services and configures and or sets up Equipment and connections to avail of the Services for those purposes only. Real Broadband does not include any element of audit, design or connection to your equipment and Real Broadband makes no representations or warranty about the interworking, interoperability or compatibility of the installed Equipment with your equipment or end to end system functionality.

ix) Charges for Services include, where applicable, a provision for installation work etc of the type and quantity usual with services of the type concerned. Real Broadband may need to raise supplementary charges if an unusually large amount of installation work is required and in such case Real Broadband or its agent will seek and obtain agreement from you to same in advance.

x) you must have permission from your landlord to install if the premises are not owned by you.

12. Special IP Addresses and Terms

i) Unless a static IP address is provided with the Services you have ordered or you specify that you require a static IP address in your order you will receive either a dynamic or a static IP address at our discretion. ii) In the event that Real Broadband assigns you a static IP address you accept that the IP address is not permanently assigned to you and may be re-assigned at any time without notice to you.

13. Firewalls

i) It is your responsibility to provide any firewall software / hardware, and any anti-virus software. It is strongly recommended that up to-date virus protection and firewall protection be installed on your computers.

14. Service limitations

i) Our residential products are not suitable for resale and we will not assist with problems related to such. ii) Quality of Services may vary depending on the type of connection (e.g. FWA, FTTx, xDSL) including as the case may be the last mile connection from the Customer to the base station or the transmission via third party networks outside our own Network infrastructure. Due to these constraints we are not able to guarantee the availability of latency-dependant products (e.g. VoIP, Gaming, etc.) to work optimally or in certain extreme cases to work at all so that:

(a) Problem solving in regards to such services are on a best effort basis and may not always be solvable

(b) It is not deemed a material breach of the Service Contract by Real Broadband, if these problems are not solvable, but merely the service is not deemed fit for these applications in such a case. iii) Real Broadband's service is asymmetric (meaning in this case that download/upload speeds are different) and speeds may vary e.g. depending on distance to base station and signal quality. If the designated full upload speed selected per the Services Order Form cannot be achieved at the time of installation, the Customer has the choice of accepting the upload speed as it is or downgrade to Services with a lower upload speed package. This is part of the contention calculation and Real Broadband will not compensate for a permanent lower upload speed if the Customer elects to continue with a particular Package selection in such circumstances. The Customer can however choose, not to go ahead with the installation and get a refund for the installation fee. This facility offer is only available on the installation date.

15. Support and Assistance

i) End user support will be provided during Business Days at Normal Working Hours. Details of our support and assistance procedures (which do not form part of this agreement) are set out on our website. You agree to engage genuinely, helpfully, fully and in good faith with our support and assistance team in order that effective, economic and timely service can be provided to you.

**Schedule 1 Right
to Cancel**

i) In accordance with Statutory Instrument No. 484 of 2013 Real Broadband hereby provides you with information to be provided prior to the conclusion of this agreement:

(a) the main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services; **Broadband internet connection and associated goods and or services.**

(b) the identity of the trader, including the trader's trading name; **Real Broadband Ltd**

(c) if the trader is acting on behalf of another trader, the geographical address and identity of that trader; **If Real Broadband acts as reseller for other service providers Real Broadband will provide said details.**

(d) the geographical address at which the trader is established, and the trader's telephone number, fax number and e-mail address, where available, to enable the consumer to contact the trader quickly and communicate with the trader efficiently; **4 James St, Tralee, Co. Kerry. Tel 0667180298. Website:**

http://www.realbroadband.com email: info@realbroadband.com

(e) the geographical address of— 4 James St, Tralee, Co Kerry

(i) the place of business of the trader, if different from the address provided in accordance with paragraph (d), and **Not applicable.**

(ii) where the trader acts on behalf of another trader, the place of business of that other trader, if different from the address provided in accordance with paragraph (c), to which the consumer can address complaints; **If Real Broadband acts as reseller for other service providers Real Broadband will provide said details.**

(f) the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated; **This information is provided in the Services Order Form and this agreement.**

(g) where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such charges may be payable; **Per this agreement.**

(h) in the case of a contract of indeterminate duration or a contract containing a subscription—
(i) the total costs per billing period, or, **Per this agreement.**

(ii) where such contracts are charged at a fixed rate, the total monthly costs, or **Per this agreement.**

(iii) where the total costs cannot reasonably be calculated in advance, the manner in which the price is to be calculated; (i) the cost of using the means of distance communication used for the conclusion of the contract where that cost is calculated other than at the basic rate; **Not applicable.**

(j) the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods or perform the service; **Per this agreement.** (k) where applicable, the trader's complaint handling policy; **Per this agreement.**

(l) where a right to cancel exists, the conditions, time limit and procedures for exercising that right in accordance with Regulation 17. **Per this agreement.**

(m) where applicable, that the consumer will have to bear the cost of returning the goods in case of cancellation of the contract and, in the case of distance contracts, if the goods by their nature cannot normally be returned by post, the cost of returning the goods; **Per this agreement.**

(n) where the consumer exercises the right to cancel after having made a request in accordance with Regulation 21, that the consumer is liable to pay the trader reasonable costs in accordance with that Regulation; **Per this agreement.**

(o) where a right to cancel the contract does not apply under Regulation 13, the information that the consumer will not benefit from that right or, where applicable, the circumstances in which

the consumer loses the right; **Statutory Instrument 484 of 2013's regulation 13 Right to Cancel does apply here as this is a contract for services and this agreement informs the Customer of their right to cancel. Regulation 21 covers where they want service inside the 14 day cancellation period and cancel anyway and Customers are referred to its provisions, which in summary mean that they will be liable to pay for services provided on a pro rata basis, installation costs and the diminution in value of goods provided.**

(p) in the case of a sales contract, the existence of a legal obligation on the trader to supply goods that are in conformity with the contract; **Per this agreement.**

(q) where applicable, the existence and conditions of after-sale customer assistance, after-sales services and commercial guarantees; **See the Support section of this agreement.**

(r) the existence of relevant codes of practice, as defined in section 2 of the Consumer Protection Act 2007 and, where applicable, how copies of such codes can be obtained; **Not applicable.**

(s) the duration of the contract where applicable or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating it; **Per this agreement.**

(t) where applicable, the minimum duration of the consumer's obligations under the contract; **Per this agreement.**

(u) where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader; **Not applicable.**

(v) where applicable, the functionality, including applicable technical protection measures of digital content; **Not applicable**

(w) where applicable, any relevant interoperability of digital content with hardware and software of which the trader is, or can reasonably be expected to have been, aware. **Per this agreement.** (x) where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism to which the trader is subject, and the methods for having access to it. **See Complaints handling procedure and Code of Practice.**

ii) Real Broadband hereby provides you with model instructions for cancelling your contract:

a) You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract (i.e. when your broadband internet service is installed and activated and when associated goods are sold to you and you are given physical possession of them and if more than one the last of them). To exercise the right to cancel, you must inform us Real Broadband Ltd, 4 James St, Tralee, Co. Kerry. Tel 0667180298. Website: <http://www.realbroadband.com> email: info@realbroadband.com of your decision to cancel this contract by an unequivocal statement (e.g. a letter sent by post, fax or email). You may use the form set out below but it is not obligatory.

b) If we give the option to electronically fill in and submit your cancellation via our website you can also electronically fill in and submit the model cancellation form or any other unequivocal statement on our website. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

c) *Effects of cancellation* - If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to cancel this contract. We will carry out such

reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We will collect the goods we have sold to you at our own expense and we may withhold reimbursement until we have been allowed by you to collect them. You are only liable for any diminished value of the goods resulting from the handling of the goods beyond that necessary to establish their nature, characteristics and functioning. Where you requested to begin broadband internet service from us during the cancellation period, you shall not be entitled to repayment of the already expended activation/provisioning and or installation costs and shall pay us an amount which is in proportion to what has been provided until you have communicated to us your cancellation of this contract in comparison with the full coverage of the contract.

d) MODEL CANCELLATION FORM [Complete and return this form only if you wish to cancel the contract.]

— To Real Broadband Ltd, 4 James St, Tralee, Co. Kerry email: info@realbroadband.com:

— I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods[*]/for the provision of the following service [*],

— Ordered on[*]/received on [*],

— Name consumer(s),.....

— Address of consumer(s).....

— Signature of consumer(s) [only if this form is notified on paper],.....

— Date.....

Schedule 2 Open Access

i) Without prejudice to EU or Irish law, you have the right, lawfully, to access and distribute information and content, use and provide applications and services, and use terminal equipment of your choice, irrespective of your or our location or the location, origin or destination of the information, content, application or service. ii) This agreement, including the Services Order Form specifies the commercial, technical conditions and characteristics of the Services including price, data volumes and speeds and any commercial practices conducted by us shall not limit the exercise of the rights of end-users described in i) above. iii) Real Broadband treats all traffic equally, when providing internet access services, without discrimination, restriction or interference, and irrespective of the sender and receiver, the content accessed or distributed, the applications or services used or provided, or the terminal equipment used. This does not prevent Real Broadband from implementing reasonable traffic management measures and such measures shall be transparent, non-discriminatory and proportionate and shall not be based on commercial considerations but on objectively different technical quality of service requirements of specific categories of traffic. Our traffic management measures shall not monitor the specific content of Customer's internet traffic and shall not be maintained for longer than necessary, nor in so doing shall we go beyond that limitation and in particular shall not block, slow down, alter, restrict, interfere with, degrade or discriminate between specific content, applications or services, or specific categories thereof, except as necessary, and only for as long as necessary, in order to:

(a) comply with EU or EU compliant Irish legislation and implementing subsidiary measures to which Real Broadband is subject including with orders by courts or public authorities vested with relevant powers;

(b) preserve the integrity and security of our Network and Equipment, of services provided via that network and Customers' terminal equipment;

(c) prevent impending Network congestion and mitigate the effects of exceptional or temporary Network congestion, provided that equivalent categories of traffic are treated equally.

iv) Any traffic management measure may entail processing of personal data only if such processing is necessary and proportionate to achieve the objectives set out in paragraph 3. Such processing shall be carried out in accordance with Directive 95/46/EC of the European Parliament and of the Council.

Traffic management measures shall also comply with Directive 2002/58/EC of the European Parliament and of the Council.

v) Real Broadband manages its Customers' Network traffic on a per connection basis. Because an individual Customer's subscription may have multiple users and/or devices with multiple connections to different quantities and types of internet services, this is done to ensure that no single Customer or Services use consumes all the available bandwidth. Instead, Real Broadband allocates each Customer with a minimum of 100 simultaneous connections the management of which is dealt with by and based on the PCQ algorithm in Real Broadband's Network transit routers. This has no impact on the privacy of end-users nor on the protection of their personal data. **vi)** As described in the Services Order Form Real Broadband provides its Services with a "fair usage" allocation which once exceeded can result in the limitation of the maximum throughput (speed). Such limitation can adversely impact the quality of Customers' internet access services. If Customers should encounter this problem and wish to overcome it they are invited to upgrade their Service subscription. **vii)** Where Real Broadband does or will offer services other than internet access services Real Broadband does not and will not optimize such services and their provision in practice will have negligible impact on Real Broadband's internet access services. **viii)** The speeds of Real Broadband's internet access services concern the Layer 2 (i.e. the physical hardware FWA/xDSL/FTTx) connection between Real Broadband's Network Demarcation /Distribution point in the Customer's premises and the access concentrator /router over which the Layer 3 service connects with IP addressing (via DHCP or PPPoE) as far as Real Broadband's Network Edge (i.e. the point of handover to its upstream internet access providers). This is an important distinction because (absent outside attack or equipment failure) Real Broadband has control over traffic within its Network but not over traffic when it has existed the Network edge out. Unless stated otherwise in a Customers Services Order Form Real Broadband's internet access services speeds are provided on a non exclusive (i.e. its Network traffic is contended/shared) with quality of service provided on a best effort basis, not least because FWA/xDSL/FTTx involves a shared medium which can be affected by factors such as weather and, until detected and remedied on a necessarily reactive basis, interference. With this in mind Real Broadband's minimum, normally available, maximum and advertised download and upload speeds are as follows: maximum and advertised speeds – per Services Order Form; normally available – the maximum speed; minimum – zero e.g. in the case of Network outage due e.g. to DDDOS attack, enduring power loss from storms, equipment maintenance/failure/attack. Significant deviations from the advertised upload and download speeds can have a material impact on Customers' and their end-users' ability to exercise their rights under Article 3 of the Open Access Regulation (Regulation (EU) 2015/2120).

ix) If a Customer is unhappy with the Services and also with the Company's complaints procedures regarding any continuous or regularly recurring discrepancy between the actual performance of the Company's internet access service regarding speed or other quality of service parameters and the performance described above (which are drawn from Article 4 (a) - (d) of the Open Access Regulation, they are free to: file a complaint with ComReg and or in extreme cases to seek legal advice from a solicitor and if necessary issue legal proceedings for compensation in respect of the charges they have paid the Company for those affected services. You may also choose to exercise your rights under common law such as seeking rescission of the contract or under consumer law, such as the Sales of Goods and Supply of Services Act 1980 (as amended) in accordance with your rights under Irish law. For the purposes of this clause, "continuous" or "regularly recurring" means that the customer has raised the matter with Real Broadband in accordance with Real Broadband's

customer care policy and Code of Practice and Real Broadband has been given the opportunity to remedy the situation.