

TERMS AND CONDITIONS

FAST WIRELESS INTERNET Ltd. T/A ARRA Communications, herein referred to as ARRA Communications, offers a range of online services consisting of full Internet connectivity allowing access to global electronic mail, searchable databases, entertainment, news, public forums and private forums. ARRA Communications and its services are accessible by means of a personal computer with a network connection.

Please read this document carefully before registering and becoming an ARRA Communications customer. By registering and using the services of ARRA Communications, you are agreeing to be bound by the terms and conditions of this Agreement, the Disclaimer of Warranty and the Internet Code of Practice.

Please do not continue with the registration process if you do not agree with the terms of this Agreement. If you have any questions you can call an ARRA Communications representative on 061 514 513. ARRA Communications reserves the right to change the terms and conditions of its service without prior notice of the change and any such new conditions will come into effect immediately.

PROVISION OF SERVICE – FIXED WIRELESS ACCESS

Section 2.1

Part A

The Agreement shall come into force once the Customer has signed the Application Form and ARRA Communications has vetted the same. On entering into the Agreement, you shall be deemed to have obtained the authority of the person who has full ownership of the property where the CPE (Customer Premises Equipment) is installed.

Part B

Neither party may terminate this Agreement during the Minimum Period of Twelve (12) Months other than as provided herein. Should the Customer terminate this Agreement prior to the end of the Minimum Period, the Customer shall be liable for a Termination Charge which shall be either €155.00 or the remainder of their contract, whichever is the lesser value. In the event the Customer terminates the agreement during the Minimum Period, the Customer authorises ARRA Communications to debit this charge from the Customers bank account.

Part C

The Equipment installed by ARRA Communications shall always remain the property of ARRA Communications and the customer shall be liable for any damage caused to the equipment. The equipment shall not be used with or by any other service provider or third party. The Customer will not be held liable for general wear and tear or damage due to severe weather.

Section 2.2

Service may be restricted to customers whose premises reside in excess of 10Km from an ARRA Communications broadcast site. This agreement may be terminated by ARRA Communications following pre-qualification in circumstances where, in the opinion of an ARRA Communications Engineer, it is not technically feasible to provide a

quality service. In such an event, ARRA Communications will notify The Customer and neither party will have any further liability to the other, nor will ARRA Communications refund any installation, bandwidth or personal expenses incurred by The Customer.

Section 2.3

The Customer acknowledges that the bit rates of the package to which they have subscribed may be reduced as a result of contention within the ARRA Communications Network from time to time.

Section 2.4

ARRA Communications shall be entitled to vary the service and any aspect thereof and the terms of this agreement at any time provided ARRA Communications serves notice to the Customer not less than One (1) Month prior to the implementation of changes. Notice shall be provided via the ARRA Communications Website, available at <http://www.arra.ie> - For technical and operational reasons, we shall be entitled to vary the Service and any aspect thereof at any time, subject to One (1) Months' notice.

Section 2.5

ARRA Communications will make reasonable efforts to install the service by the date agreed with the Customer, however; all dates are estimates only and ARRA Communications cannot guarantee that it will meet such dates.

Section 2.6

ARRA Communications will not refund the install or subscription fees if a wireless association has been established between the Customer CPE and the ARRA Communications Access Point on the date of installation. It is the Customers own responsibility to test the connection at the time of installation. By signing the ARRA Communications signup form (available online at <http://www.arra.ie> or from the engineer during installation), the customer agrees that they have tested the connection and agree that the service provided is satisfactory. It is the Customers responsibility to indicate on their paperwork during signup if they believe the service to be un-satisfactory on the installation date. In the event ARRA Communications are unable to obtain a wireless association between the Customer CPE and the ARRA Communications Access Point on the date of installation, ARRA Communications will not charge the Customer any installation fees. Any fees which have been charged for installation prior to the installation date will also be refunded.

Section 2.7

The Customer is entitled to a cooling off period of fourteen (14) days following the completion of their signup forms. During this time the customer may cancel their subscription for any reason without explanation and will not be required to pay the early termination fee outlined in Section 2.1(b). Customers who cancel within the fourteen-day cooling off period will have their first month's fees refunded. ARRA Communications will not provide a refund for any installation charges.

Section 2.8

ARRA Communications will not be held responsible for any personal loss or damage nor will ARRA Communications refund any installation, bandwidth or personal expenses incurred by the customer should service be interrupted due to contention of the ARRA Network, noise or interference created by other entities or as a result of equipment not maintained or operated by ARRA Communications.

Section 2.9

ARRA Communications will not be held responsible for any personal loss or damage nor will ARRA Communications refund any installation, bandwidth, or personal expenses incurred by the Customer in the event that the service is interrupted due to a loss of line of sight (nLOS), if an obstacle changes form in any way, or if there is new construction in the line of sight to the ARRA Communications Access Point.

Section 2.10

In the event Section 2.8 or Section 2.9 comes into effect, ARRA Communications may terminate this agreement during the Minimum Period specified in Section 2.1(b). Should the Customer terminate the agreement prior to the end of the Minimum Period, the Customer may be liable to early termination charges outlined in Section 2.1(b).

Connection of Equipment to the Service

Section 3.1

Any Customer Equipment must be connected and used in accordance with any instructions and safety and security procedures applicable to the use of such equipment. All equipment must be technically compatible with the service and approved for that purpose under relevant legislation. The Customer shall ensure that all ARRA Communications instructions are followed correctly as per the instruction manual for each piece of ARRA Communications equipment. ARRA Communications shall accept no responsibility arising due to the Customers failure to follow ARRA Communications instructions. Instructions relevant to our service and equipment are available at <http://www.arra.ie>

Section 3.2

If the Customer chooses to use their own internal equipment for access to the Service, ARRA Communications shall be in no way responsible for any damage done to the Customers equipment or service as a result.

Access and Site Regulations

Section 4.1

ARRA Communications may require access to your premises from time to time (i.e. installation, repairs, upgrades, equipment recovery). If access is required, ARRA Communications will give advanced notice and so long as appropriate identification is shown you agree to permit access.

Payment

Section 5.1

ARRA Communications tariffs for the Service, as amended from time to time, also form part of the Agreement. We reserve the right to alter such tariffs and shall notify the customer of such a change by a notice in writing and/or via email and/or on the ARRA Communications Website (<http://www.arra.ie>). Notification will be served not less than one (1) month prior to the date of implementation of modification. In the event new terms are unsatisfactory to the Customer, the Customer may withdraw from the Agreement immediately and without penalty should they desire to reject the modified terms. All quoted tariffs shall be inclusive of VAT.

Section 5.2

You shall be charged monthly in advance for the Service by way of a Direct Debit deduction from your designated bank account, details of which shall be provided by you with a copy of the relevant direct debit mandate upon request by ARRA Communications.

Section 5.3

All sums due to ARRA Communications shall be paid in full solely by direct debit mandate and you expressly consent to payment in this manner. Provision of the Service shall be conditional on the Customer making all necessary arrangements to pay for the Service by such means. ARRA Communications reserves the right to charge customers an additional administrative fee of €5.00 for unpaid direct debit charges.

Use of the Service – General

Section 6.1

The Customer undertakes to not use the Service or Equipment for the following:

Section 6.1.1 - For any improper, immoral or unlawful purpose, nor cause any nuisance through use of the Service, nor to allow others to use the Service for such activities.

Section 6.1.2 - 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 in nature.

Section 6.1.3 - Where such use involves, at any time, the infringement of intellectual property rights or trade secrets of another party.

Section 6.1.4 - For the process of automated personal data as defined in the Data Protection Act, 1998 or in the EU General Data Protection Regulations.

Section 6.1.5 - In a manner which in the opinion of ARRA Communications in its absolute discretion makes abnormal demands on the Service or on ARRA Communications network of facility.

Section 6.2

The Customer shall ensure that all persons having access to the Service or the ARRA Communications equipment comply with the terms and conditions herein stated.

Section 6.3

You shall observe the provisions of ARRA Communications Acceptable Usage Policy as published on our website (<http://www.arra.ie>) as amended from time to time.

Section 6.4

You shall ensure that all Hardware, Software and Equipment provided to you for accessing the Service is maintained and kept in good working order.

Section 6.5

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

Section 6.6

You shall comply with all reasonable instructions given to you by ARRA Communications in relation to the use of the Service.

Section 6.7

You shall inform ARRA Communications of any change of name, address, email and/or you shall indemnify and hold ARRA Communications harmless against all liabilities, claims, damages, losses, expenses and proceedings howsoever arising from or in any way connected with your use of the Service or the Equipment.

Section 6.8

ARRA Communications does not permit peer-to-peer or file sharing traffic on our network nor will we support any of these applications. ARRA Communications may disconnect a client without notice if this traffic is detected on their connection. The Customer will have to contact the ARRA Communications Accounts Team in order to have their service re-enabled. ARRA Communications will not be held responsible for any personal loss or damage, nor will ARRA Communications issue any refund in the event the service is interrupted as a result of Peer-to-Peer or file sharing traffic on our network.

Liability

Section 7.1

ARRA Communications 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, to the Customers Equipment, or computer systems.

Section 7.2

ARRA Communications 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 communications medium, or as a medium for purchasing or payment cannot be guaranteed.

Section 7.3

ARRA Communications or any third party with whom ARRA Communications have entered an agreement with for the provision of service, shall not be liable for any loss or damage of any kind caused by the failure of the Service, of ARRA Communications Equipment due to incompatibility with the Service of Hardware, Software, and/or equipment supplied by the Customer.

Section 7.4

ARRA Communications shall not be liable to you or any third party in contract, tort or otherwise for any direct or indirect financial loss whatsoever or for any direct, indirect, or consequential loss howsoever arising in relation to the use of the Service or the ARRA Communications Equipment or any failure or error or default by ARRA Communications 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.

Section 7.5

ARRA Communications shall not be liable for claims arising out of a breach in the security or privacy of messages transmitted using the Service unless the breach results from a wilful act or omission of ARRA Communications or its Employees.

Section 7.6

ARRA Communications will not support any internal wired or wireless configuration on any equipment not provided by ARRA Communications. It is the Customers responsibility to maintain their own internal wired or wireless network including security, and to protect against any other form of radio interference that may interrupt their service.

Termination

Section 8.1

After the Minimum Period (Twelve Months) has expired, either party may terminate the Agreement upon serving thirty (30) days written notice to the other and any such termination shall be effective on the expiry of such notice period. The Customer shall remain responsible for full payment of charges until termination.

Section 8.2

Should the Customer requests transfer to a third-party service provider, ARRA Communications will accede a Service Transfer, except in circumstances where

1. The Minimum Period has not elapsed, and the customer has not agreed to charges relating to early termination.
2. There are outstanding debts to ARRA Communications at the time of the service transfer request.
3. The Customer has received and not returned any ARRA Communications equipment at the time the service transfer is requested.

Section 8.3

Without prejudice to its rights under the agreement, ARRA Communications shall have the right to terminate this agreement forthwith within seven days of written notice in the event that you are in material default of any of your obligations under this agreement,

Section 8.4

ARRA Communications shall have the right forthwith to terminate the agreement for due reason, including but not limited to:

1. The customer is in breach of any term of the agreement.
2. Information supplied by the Customer to ARRA Communications is false or misleading.
3. ARRA Communications is obliged to comply with an order, instruction ore request of Government, The Commission for Communications Regulation (ComReg), an emergency service organisation or other competent authority.
4. The Customer is suspected of involvement with fraud or acts that are of a defamatory, offensive, abusive, obscene, menacing, unsuitable or unlawful character in connection with the use of Service.
5. If for technical reasons it is not possible to provide service.

Section 8.5

Upon termination for any reason, it is the Customers responsibility to return all of ARRA Communications equipment should the request be made, to the following address:

ARRA Communications, Boru House, Ballina, Killaloe P/O, Co Tipperary, Ireland, V94DT3C

Failure to return equipment within 14 days of a valid request shall result in ARRA Communications debiting €150.00 from the Customers bank account. The customer hereby expressly consents to such debit.

Force Majeure

Section 9.1

In the event of Force Majeure, neither party shall be held in breach of its obligations hereunder (except in relation to the Customer's obligations to make payments up to the date of the Force Majeure) 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 supply, flood, drought, lighting or fire, strike, lockout, trade dispute or labour disturbance, acts or omissions of Government, highway authorities, deterioration of the Customer's communications lines or other circumstances beyond the control of the parties.

Assignment

Section 10.1

ARRA Communications may assign this agreement to an affiliate without the prior consent of the Customer.

Section 10.2

The Customer shall not assign this agreement in whole or in part without the prior consent of ARRA Communications.

Waiver

Section 11.1

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 any such right or any other right on any later occasion.

Section 11.2

Any deficiency in the Customer's authority to avail of the service or to use the ARRA Communications equipment shall not preclude reliance by ARRA Communications on any of its rights under this Agreement.

Notices

Section 12.1

ARRA Communications shall place all notices on the ARRA Communications website – <http://www.arra.ie>

Section 12.2

ARRA Communications address for service of any notice hereunder shall be such an address as appears on the last written correspondence rendered to the Customer or such other address as may be prescribed by ARRA Communications.

Section 12.3

All written correspondence from ARRA Communications shall be deemed served 48 hours after posting or on earlier proof of delivery.

Intellectual Property Rights

Section 13.1

Where software is provided to enable the Customer to use the Service, ARRA Communications grants the Customer a non-exclusive, non-transferable license to use the software solely for that purpose during the terms of this Agreement.

Section 13.2

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.

Section 13.3

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.

Use of Information

Section 14.1

In accordance with the provisions of the Data Protection Act 1998 (as amended), any information obtained by ARRA Communications or through the use of the Service (subject to the right of the Customer to request otherwise on their application form, or at a later date) may be used by ARRA Communications to identify other products or services which may be of interest to and offered to the customer.

Miscellaneous

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.

This agreement shall be governed by and constructed in accordance with the Laws of Ireland. The parties hereto submit to the exclusive jurisdiction of the Irish Courts.