

TERMS AND CONDITIONS

FAST WIRELESS INTERNET Ltd. T/A 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. FAST WIRELESS INTERNET Ltd. T/A 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 Subscriber. By registering and using the services of FAST WIRELESS INTERNET Ltd. T/A 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 call an Arra Communications representative on 061 514513. FAST WIRELESS INTERNET Ltd. T/A Arra Communication 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

2.1 (a) The Agreement shall come into force once the Customer has signed the Application Form and Arra Communications has vetted 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 is installed.

(b) Neither Party may terminate this Agreement during the Minimum Period of 12 months other than as provided herein. Should the Customer terminate the Agreement prior to the end of the Minimum Period, the Customer shall be liable for the Termination Charge of €155.00 and the remainder of the contract agreement. In the event that the Customer terminates the Agreement during the Minimum Period, the Customer authorizes Arra Communications to debit the Termination Charge from the Customer's bank account.

(c) The Equipment installed by Arra Communications shall at all times remain the property of Arra Communications and the customer shall be liable for any damage caused to the equipment, Nor shall the equipment be used with any other service provider, however the Customer will not be liable for fair wear and tear.

2.2 Service will be restricted to those customers whose Premises do not exceed more than 15 kilometers from the Arra Communication broadcasting station. This Agreement may be terminated by Arra Communications after pre-qualification in Circumstances where in Arra Communications view it is not technically feasible to produce a Quality Service. In such 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.

2.3 The Customer acknowledges that the bit rates on the Form in respect of the Service may be reduced by contention within the WAN (Wide Area network) from time to time.

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 that Arra Communications serves notices of not less than less than thirty days (30) which notice shall appear together with any changes to these terms and conditions on its website <http://ww.arra.ie> For technical and operational reasons we shall be entitled to vary the Service and any aspect thereof at any time subject to adequate notice to the Customer.

2.5 Arra Communications customer care number is 061 514513

2.6 Arra Communications 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 Arra Communications cannot guarantee that it will meet such dates

2.7 Arra Communications will not refund the install fee or bandwidth charges if a wireless Association has been established with the Arra Communications Local Access point on the install date. It is the customers own responsibility to test the connection on the date of installation. By signing The Arra Communications signup form found on our website <http://www.arra.ie> the customer agrees that they have tested the connection and agree that the service provided is satisfactory. It is the customers own responsibility to include a note with the signup forms provided by the customer if the service is not satisfactory on the installation date, However if the equipment does not create a wireless association to the local access point on the date of installation Arra Communications will not charge the customer our installation fees or Arra Communications will refund any of our fees charged if payment was collected before the completed installation date

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 in the event that the service is interrupted due to Contention ratio of the WAN, noise or interference created by other wireless communication equipment not maintained or serviced by Arra Communications.

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 non line of sight nor if an obstacle changes form in any way or is constructed in the line of site to the Fast Wireless Internet broadcasting station

(2.10) If 2.8 and 2.9 applies Arra Communications may terminate this Agreement during the Minimum Period of 12 months other than as provided herein. Should the Customer terminate the Agreement prior to the end of the Minimum Period, the Customer shall be liable for the Termination Charge of €155.00 and the remainder of the contract agreement. In the event that the Customer terminates the Agreement during the Minimum Period, the Customer authorizes Arra Communications to debit the Termination Charge from the Customer's bank account.

Connection of Equipment to the Service

3.1 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 that Service and approved for that purpose under any 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 and Arra Communications shall accept no liability arising due to the Customers failure to follow Arra Communications instructions. These instructions may be found on our website <http://www.arra.ie>.

3.2 If the Customer chooses to use his or her own internal equipment for access to this Service Arra Communications shall be in no way responsible for any damage done to the Customer Equipment or Service as a result.

Access and Site Regulations

4.1 We may need to access your premises 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 will give you advance notice, and so long as appropriate identification is shown you agree to allow us access.

Payment

5.1 Arra Communications tariffs for the Service, as amended from time to time, also from part of the Agreement. We reserve the right to alter such tariffs and shall notify the Customer of such a change by notice in writing and/or via E-Mail and or on the Arra Communications website <http://www.arra.ie> within a reasonable period in advance of the effective date. All quoted tariffs shall be inclusive of Value Added Tax.

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

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 €100.00 for unpaid direct debits

Use of the Service – General

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

6.1.1 For any improper, immoral or unlawful purpose, nor cause any nuisance by its use of the Service, nor allow others to use the Service for any of the foregoing purposes; or

6.1.2 For the transmissions 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

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

6.1.4 For the processing of automated personal data as defined in the Data Protection Act, 1988 (as amended); or

6.1.5 In a manner which in the opinion of Arra Communications in its absolute discretion makes abnormal demands on the Service or Arra Communications WAN (Wide Area network) or facility from a single connection.

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.

6.3 You shall observe the provisions of Arra Communications Acceptance Usage Policy as published on our website as amended from time to time.

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

6.5 You shall comply with and are bound by all conditions of the license under which the equipment or Software is provided.

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

6.7 You shall inform Arra Communications of any change of name, address, email address and/or 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 your use of the Service or the Equipment

6.8 Arra Communications does not allow peer to peer or file sharing traffic through our WAN (Wide Area network) nor will we support any of these applications. Arra Communications may disconnect a client without notice if the customer uses these applications. The customer will have to contact our office on 061 514513 to arrange for the service to be re-enabled. 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 P2P traffic on the Arra Communications WAN

Liability

7.1 Arra Communications shall make reasonable efforts to prevent unauthorized access to the Service by third parties but shall have no liability to the Customer for any unauthorized access to the Service on behalf of the Customer, to the Customer's Equipment or computer system

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 communication medium, or as a medium for purchasing or payment cannot be guaranteed

7.3 Arra Communications 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 the incompatibility with the Service of hardware, software, and/or equipment supplied by you. Neither shall any third-party, with whom Arra Communications or any of its Affiliates have entered into arrangements with for the provision of services, networks, equipment, way leaves 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.

7.4 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 or any 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 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.

7.5 Arra 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 Arra Communications or its employees.

7.6 This Clause 8 shall continue to apply notwithstanding termination of this Agreement.

7.7 Arra Communications will not support any internal wired or wireless configuration on any types of systems. It is the customer's responsibility to maintain his or her own internal wired or wireless network including security and to protest against any other form of radio interference that may interrupt their service.

Termination

8.1 After the Minimum Period of 12 months has expired, either party may terminate The Agreement upon serving 30 days written notice to the other and any such Termination shall be effective on the expiry of such notice period. You shall be Responsible for the full payment of Charges until termination

8.2 In the event that the Customer requests to transfer to a third party service provider Other than FWI, then Arra Communications will accede a Service Transfer, except in Circumstances where (1) the Minimum Period has not elapsed and the Customer Has not paid the Termination Charges; (2) there are outstanding debts to Arra Communications At the time the Service Transfer is requested; and (3) the Customer has received And has not returned any Arra Communications Equipment, at the time The Service is requested

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.

8.4 Arra shall have the right forthwith to terminate the Agreement for due reason, Including, but not limited to if:

8.5 The Customer is in breach of any term of the Agreement or any information Supplied by the Customer to Arra Communications is false or misleading; or

8.6 Arra Communications is obliged to comply with an order, instruction or request of Government, The Commission for Communications Regulation (ComReg), an emergency service organization or other competent authority; or

8.7 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 use of the Service
If for technical reasons it is not possible to provide the Service

8.9 Upon termination for any reason, you will be responsible for returning the customer Premises Equipment including routers and wireless routers back to Arra Communications at the following address: Arra Communications, Boru House, Main St, Ballina, Killaloe PO, Co.Tipperary, Ireland at the Customer's expense. Failure to return the Equipment within 7 days of the effective date of termination shall Result in Arra Communications debiting €350 from your bank account/credit card for the Arra Communications Equipment and the Customer hereby expressly consents to such debit.

Force Majeure

9.0 In the event of Force Majeure, neither party shall be held in breach of its obligations hereunder (except in relation to the Customer's obligation 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 supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labour disturbance, acts or omissions of Government, highway authorities, deterioration of the Customer's phone line or other circumstances beyond the control of the parties.

Assignment

10.1 Arra Communications may assign this agreement to an affiliate without the prior consent of the Customer

10.2 The Customer shall not assign this agreement in whole or in part without the prior consent of Arra
No Waiver

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

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

12.1 Arra Communications shall place all notices on registration or place same on the Arra Communications web page

12.2 Arra Communications 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 Arra Communications for the purpose

12.3 All written correspondence from Arra Communications shall be deemed served 48 hrs after posting or on earlier proof of delivery.

Intellectual Property Rights

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 term of this Agreement

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

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

In accordance with the provisions of the Data Protection Act 1988 (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 the application form overleaf or at a later date) may be used by Arra Communications to identify other products and services which May be 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

Governing Law

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.

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

Acceptable Usage Policy shall mean the usage policy as displayed on Arra Communication's web site at <http://www.arra.ie>. This policy may be amended by Arra Communications from time to time.

Arra Communications shall mean Fast Wireless Internet Ltd. Trading as Arra Communications

Access Provider shall mean the company that provides the physical telephone line(s) and associated telephone numbers

ADSL means asymmetric digital subscriber line where data is transferred faster to the customer than via the local telephone exchange

Affiliate shall mean a holding company, group company, or subsidiary direct or indirect, or a company which is under the common control with the company concerned

Agreement shall mean terms and conditions, Arra Communications tariffs for the Service, the application form and the Customer Authorisation Form overleaf which together constitute a legally binding agreement between Arra Communications and the Customer

Application Form means the application form completed by or on behalf of the Customer

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

Broadband Access Server means a remote access server, a component in the Network and for which is used for the Service

Charge means the amount specified as payable by the Customer for the Service

Commission for Communication Regulation (ComReg) shall mean the National Regulatory Authority for the telecommunications industry in Ireland

Customer Access means the physical network (including the metallic pair) between the Broadband Access Server and a Customer's Site

Customer Authorisation Form means the relevant part of the Application Form which provides the Customer's consent to the Access Provider to provide for Line Sharing

Customer means the person using the Service ("Customer" or "you")

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

Customer Premises (or premises) means a Customer Site Downstream means data transported from Arra Communications to the Customer using the Service

DSL means Digital Subscriber Line

FWI, we or us means the provider of the Service being Arra Communications Ltd, Ballina, Killaloe, Co. Clare

Arra Communications Equipment/ Equipment means any equipment placed on a Site by Arra Communications in connection with the provision of the Service

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

Line Sharing or LS means the service that provides Arra Communications with shared use of the Metallic Path between a PTSP exchange facility and the Customer

Metallic Path means the section of the telephone transmission network between the local telephone exchange and the Customer's premises

Minimum Period means the Minimum Period of one year commencing on the Operational Service Date

Monthly Download Allowance means the amount of download allowed for the Service at no additional cost to the fixed monthly Charges as more particularly updated on the secure website provided by Arra Communications at www.arra.ie

Monthly Download Limit means the maximum amount of download available for the Service provided; as more particularly updated on the secure website provided by Arra Communications at www.arra.ie

WAN shall mean the telecommunications system owned and operated by Arra Communications in accordance with its license granted pursuant to Section 111(2) of the Postal and Telecommunications Act, 1983

Network Connection means all Arra Communications cabling, interface panels, cabinets, system, apparatus, facilities and any other equipment which may be utilized by Arra Communications to provide the service

NPT means to a network terminating point, which is the physical point at which traffic exits the Service

Operational Service Date means the date when the Service is first made available to the Customer at the Customer Premises or the date when the Customer first starts to use the Service whichever date is the earlier

PTSP means a public telecommunications service provider

PSTN means Public Switched Telephone Network Service or Services means DSL services provided under this agreement

Service Availability Area means an area in which Arra Communications provides the Service, as may be determined by Arra Communications from time to time

Service Transfer means a facility whereby a Customer may change service provider either to Arra Communications from a third party service provider, or from Arra Communications to a third party service provider without any material disruption in Service Session

Time Out means the maximum amount of time before a Customer session is restored.

Site(s) means the property (properties) at which Arra Communications agrees to provide the Service

software means any software provided by Arra Communications to enable the Customer to access or use the Service

Termination Charge means the balance of the Charges for the remainder of the Minimum Period

Upstream means data transferred from the Customer to Arra Communications using the Service

VAT shall mean Value Added Tax

Working Day means every day of the week excluding Saturday, Sunday and statutory holidays in the Republic of Ireland.