

## **GENERAL TERMS AND CONDITIONS**

### **1. Definitions –**

**"Address"** means your residential address in the Republic of Ireland where the Equipment is or is to be connected in accordance with this Agreement.

**"Agreement"** means the contract between you and us comprising the Order Form and these terms and conditions;

**"Broadband Internet Service"** means Broadband permanent (always on) connection to the Internet provided to you by us via a cable modem or other means.

**"Charges"** means charges to be paid by you for the Services calculated according to the prices and rates set out in our Price Lists or otherwise notified to you;

**"Customer Charter"** means our charter for customers available on request and on our website;

**"Competent Authority"** means the Commission for Communications Regulation ([www.comreg.ie](http://www.comreg.ie)) or any successor thereof or any other competent Government department or regulatory body including without limitation any emergency services organisation;

**"Customer Provided Apparatus"** means any apparatus (not being Equipment) provided and used by you in order to use the Services

**"Digital Telephony"** means the routing of voice conversations and telephone services over the Internet or through any other IP-based network telecommunications network accessed by you using Equipment provided by us;

**"Digital Video Recording (DVR)"** means equipment that we provide to you that records video in a digital format to a disk drive or other medium, which enables video capture and playback to and from disk;

**"Equipment"** means all equipment and replacements thereof supplied by us or on our behalf to you in connection with provision of any of the Services provided to you under this Agreement including (without limitation) any cable modem, cable, ducts or software.

**"Event"** means each movie, television programme or other event offered by us as Video on Demand Services or via the Internet or by any other means;

**"Group Company"** means any holding company or subsidiary of UPC, and any subsidiary of any such holding company, from time to time;

**"Interactive Services"** means the certain services we may provide to you from time to time using digital technology such as interactive TV and enhanced TV that you access from your set-top box or television.;

**"the Internet"** means the global data network comprising interconnected networks using TCP/IP ("Transmission Control Protocol/Internet Protocol");

**"Internet Services"** means the service provided to you by us using digital or analogue technology to enable you to gain access to the Internet and certain services, whether by means of a television, personal computer or otherwise;

**"IP Address"** means a dynamically assigned Transmission Control Protocol/Internet Protocol address temporarily assigned by us to the subscriber to enable service.

**"Licence"** means any licence or authorization required by law and granted to us to provide the Services by the Commission for Communications Regulation ([www.comreg.ie](http://www.comreg.ie)) or any successor thereof and includes any amendments or modifications made thereto from time to time;

**"Line Rental"** means the rental payable by you to us as specified in this Agreement or as calculated from time to time as per our Price List;

**"Minimum Period"** has the meaning set out in paragraph 3;

**"Minimum Specification"** means the specification detailed on our Website or as advised by us from time to time.

**"Name"** means any name specifically requested by or allocated to the Customer for provision of the Services and shall include, without limitation, any domain name, email address or mailbox name;

**“Network”** means the telecommunication systems run by us or any associated company (as principal or agent) from time to time under the terms of the Licences;

**“Operator”** means any person to whom a License is granted;

**“Operator's Network”** means a telecommunication systems run by an Operator, other than our Network;

**“Package”** means the package of Services selected by you from our telephone, Internet and TV Services or any replacement or variation (whether under the same name or any other name);

**“PC”** means any personal computer;

**“Person”** shall include any person, partnership, firm, company (as defined in Section 2(1) of the Companies Act, 1963) or organisation.

**“PIN”** means Personal Identification Number;

**“Price List”** means the material published by us from time to time, including but not limited to in advertisements, on our websites or in other documentation provided to you, which includes the prices and rates for the Services and Equipment we offer including the usage rates for the Services;

**“Services”** means the Telephone Services, the Internet Services, the Television Services and any and all other services provided to you under this Agreement whether directly from the Network or indirectly by means of an Operator's Network linked to the Network;

**“Software”** means the proprietary software supplied to you by us to enable you to use the Services.

**“Telephone Service”** means the telephony, voice telephony, Digital Telephony and ancillary services provided to you under this Agreement;

**“Television Service”** means the television programming services, Video on Demand Services and/or audio services provided to you under this Agreement, including those provided by DVR;

**“User Policy”** means any user policy we issue from time to time in relation to the Services that you can view on your television or computer screen;

**“UPC”** means UPC Communications Ireland Limited;

**“Us”** or **“We”** means the company named in our agreement with you;

**“Video on Demand Services (VOD)”** or **“Pay Per View Programming”** means those Events and other programmes that you order and are subject to payment of a separate fee per Event, programme, or service or on a subscription basis;

**“You”** means the customer(s) we make this agreement with and includes a person who we reasonably believe is acting with your authority or knowledge.

## **2. Provision of Services**

2.1 We shall provide and you shall use the Services and Equipment subject to the terms of this Agreement which must have been signed by our authorised representative before it is binding on us. We will provide the Services to you from the date we activate them and will continue to do so unless this Agreement is terminated as per this Agreement.

2.2 In supplying the Services we will always use our reasonable skill and care but are unable to guarantee fault free performance. The Services are provided on a best efforts basis and we do not warrant that any connection to, transmission over, or results of the Equipment or the Services will meet your requirements or will provide uninterrupted use or will operate as required or at any minimum speed, or error free. We can not guarantee minimum bandwidth delivered to you and we can not guarantee that all data traffic can be transported complete and without delay. If a fault occurs you should notify us by contacting our customer management centre. If you are unable to access the Services, you remain liable to pay all Charges that would otherwise apply.

2.3 We have the right to change or suspend the Services where we reasonably determine that any technical modification to the Network or change in our trading, operating or business practices or policy is necessary to maintain or improve the

Services which we provide to you, including, but not limited to:

(i) changing the code or technical specifications of the Services for operational reasons including quality of service; or

(ii) interrupting or suspending the Services due to an emergency, for the purposes of repair, maintenance, improvement or because of other operational reasons; or

(iii) giving instructions to you which we believe are necessary for health or safety or for the quality of the Services provided to you or to other customers; or

(iv) where there is any change or amendment to any law or regulation which applies to our trading, operating or business practices or policy or the Commission for Communications Regulation or any other Competent Authority makes any direction or order recommending or requiring any technical modifications or changes in our trading, operating or business practices or policy; or

(v) in our reasonable opinion it is otherwise necessary or desirable to do so.

Where practicable, we will give written notice to you prior to the changes being introduced. We will also publish details of any changes (including the operative date) and on our website as soon as possible prior to the changes being introduced.

2.4 We may, from time to time, supply you with certain promotional or test services, including channels and programming, whether for a charge or otherwise. By the same token, we have the right to withdraw or alter such test services at any time and without notice.

2.5 We are not responsible if you are unable to access the Services due to the fact that your apparatus or equipment is incompatible with the Services provided, or does not conform to the Minimum Specifications published by us. It is your responsibility to ensure your equipment is maintained and in working order in accordance with the Minimum Specifications. We shall not be held liable for any pre-existing defect on, or incompatibility with, your computer hardware or software. We may from time to time alter the Minimum Specification required to access the Services. When doing so we will advise you as soon as possible. Such advice shall be posted on our website

2.6 If you move house, we will try, but shall be under no obligation, to provide you with the Services at your new address if it is within our serviceable area. You will still be liable to pay the applicable Charges in relation to the Minimum Period (as defined in paragraph 3) for the Services provided to your old address, even if you move from that address during the Minimum Period, or we do not provide you with the Services at your new address, or if your new address is outside our serviceable area. Where we are providing a Broadband Internet Service and you move to another address within our serviceable area, you must give us at least thirty (30) days' notice if you wish us to provide such Service to your new address. Where we agree to provide the Services to your new address, you shall pay us the applicable transfer of service charge. Details of our transfer of service charge are set out in our Price List.

### **3. Duration**

3.1 Unless otherwise stated in our Price List or other documentation that we provide to you, the minimum period (the "Minimum Period") of the Services is twelve (12) months starting on the date we activate the Services. You can only terminate this Agreement during the Minimum Period as specifically detailed in this Agreement, otherwise we may charge you a cancellation charge of up to €200, or a charge consisting of all relevant charges which would have been payable to the end of the minimum period, whichever is the lesser amount. If you want to terminate this Agreement after the Minimum Period, one month's written notice is required.

3.2 For specific Packages (unless otherwise stated in our Price List or other documentation that we provide to you), the Minimum Period is one month and either you or us may cancel additional Services or specific Packages with one month's notice.

### **4. Use of Services**

4.1 You must use the Services according to any reasonable instructions which we give

you in writing from time to time. Any other use is prohibited.

4.2 You agree to take responsibility for, and agree to indemnify us completely in respect of, all liabilities, claims and losses incurred by you or us which are in any way connected with your use or misuse of the Services or failure to prevent misuse of the Services by others, or any other breach by you of your obligations under this Agreement. Any misuse by you of the Services or other breach of your obligations under this Agreement will entitle us to suspend the provision of the Services or terminate this Agreement at our discretion.

4.3 You are responsible for ensuring that, where minimum age recommendations apply to any part of the Services, those Services are not viewed or used by anyone below that minimum age.

4.4 Where you are allocated a password or PIN to enable you to use the Services, Interactive Services or to order Events, you will be responsible and liable for all use of the Services through your password or PIN (including without limitation all Charges incurred and any breaches of the terms of this Agreement), even where the Services are not actually used by you but by some other person using your password and whether or not the Events or Services were purchased with or without your knowledge and/or consent. You shall keep your password and PIN confidential and you must tell us immediately if you suspect or believe that another person has discovered or is using your PIN without your permission. Where we reasonably believe that your PIN has been discovered and/or used by another person without your knowledge or permission, or where in our reasonable opinion it is necessary to do so, we shall de-activate your PIN and allocate you with a new PIN.

4.5 All use of the Services, whether or not authorized by you, will be deemed your use and you will be responsible in all respects for all such use, including for payment of all charges attributable to your account (e.g., for VOD movies, merchandise ordered via Internet, interactive services, international long distance telephony charges, etc.). We are entitled to assume that any communications made through the Services or from the Network location at which you receive the Services are your communications or have been authorized by you.

4.6 The Services may contain or make available information, content, merchandise, products and Services provided by third parties and for which there may be charges payable to third parties (for example Interactive Services and online shopping) and in these cases you agree that you are dealing with the third party and not us. You agree that all such charges incurred by you or attributed to your account will be your sole and exclusive responsibility and agree to pay the same when due, and you shall indemnify and hold harmless UPC and each of its Group Companies for all liability to any third party for such charges. Depending on the nature of the Interactive Services, the third party may bill you directly or we may bill you on your regular bill, in which case you are responsible for payment as per the payment obligations in this Agreement.

4.7 The Services and the Equipment are only provided under this Agreement for residential customers and are for residential, non-commercial use only. The Services or any part of them cannot be sold for money or money's worth. We have no liability, whether due to our negligence or otherwise, for any losses incurred by any business, trade or profession carried on by you or any other person using the Services or the Equipment. You are not allowed, by law, to show the Services to the public where an admission or usage fee is charged for doing so.

4.8 You may not use the Services (1) to send a message or communication which is offensive, abusive, indecent, obscene, a nuisance or hoax; or (2) to cause annoyance, inconvenience or needless anxiety; or (3) fraudulently; or (4) in connection with a criminal offence. As well as any other rights we may have, if in our reasonable opinion we believe the Services have been used in breach of this Condition, we may immediately suspend the Services and/or terminate this Agreement and/or retain the

whole or any part of any deposit or Charges paid.

## **5. Access and Installation**

5.1 Our obligation to provide the Services and Equipment depends on our obtaining the necessary licenses, wayleaves, consents, or other permissions to enable us to provide you with the Services. We shall have no liability whatsoever to provide you with the Services and Equipment if they cannot be obtained. Any suggested date of connection is not binding upon us and we give no undertaking whatsoever that we will connect the Equipment or Services on, or by, a certain date, and we will not be liable to you for any delay in connecting the Equipment or Services.

5.2 In order to perform our obligations under this Agreement and in consideration of the Services provided to you, you hereby grant us such licence in respect of your land, buildings and premises ("your land") as is necessary for us (including our employees and authorised representatives) to provide the Services to you and our other customers, including but not limited to, from time to time, upon giving you reasonable notice (save in any emergency) to enter those parts of your land to install, maintain, adjust, repair, replace, renew, upgrade, inspect or remove, and to keep installed and to operate at or on your land, Equipment and/or telecommunications apparatus. You will at your own expense provide or procure whatever further rights over your land we require from any landlord and/or successor in title and/or any other person with an interest in your land whose consent is legally required to enable us to exercise the rights over land granted pursuant to this paragraph and you will enter into any necessary additional documentation to give effect to the grant of such rights. Each party shall at all times comply with all reasonable instructions of the other party or any third party in relation to the exercise of any rights over your land obtained in accordance with this paragraph.

5.3 Your failure to comply with paragraph 5.2 may result in withdrawal of the Services and termination of this Agreement, and if this happens we will be entitled to continue to enter upon your land to enable us to provide the Services to neighboring customers and/or remove all or part of our Equipment.

5.4 You will indemnify us for all installation costs and expenses that we incur connecting you up to the Network and for all costs and expenses incurred by us for removal of any Equipment and/or telecommunications apparatus from your land and against liability for all third party claims, in the event that you or any person or a successor in title with an interest in your land insists that we remove any or all Equipment and/or telecommunications apparatus from your land.

5.5 We will make every effort to site the Equipment in a location of your choice and will endeavor to comply with any reasonable requests you may have regarding the routing of cables. However in some instances this may not be possible, for technical and other reasons, and if this is the case then we will indicate to you what alternative arrangements for cable routing (if any) we can make. If, for any reason, we are unable to route the cable or you do not accept our routing proposal, this Agreement shall terminate, provided that where the cabling relates only to the provision of certain Services, this Agreement may, at our option, terminate in relation to those Services only.

5.6 You agree to provide at your own cost, suitable facilities, including secure electrical supply and other installations and fittings, for the Equipment and you will comply with our reasonable requests and directions in this regard. You agree that you or a person authorized by you (who is over 18 years of age) will be present at your premises during that part of the connection process that takes there. You may need to prepare your premises in accordance with our reasonable instructions before the Equipment can be installed and Services can be provided to you. You have responsibility for obtaining any rights and permissions necessary in order for us to connect and maintain the Equipment.

5.7 You warrant that you are the current occupier of the Address, and are either the freeholder of the Address or a tenant of the premises under a lease of 12 months or more; and that you are over 18 years of age and legally entitled to sign a contract.

5.8 The terms in this section, including the licence granted by you to us, shall continue in force for as long as we hold the Licence, notwithstanding termination of this Agreement.

## **6. Charges and Payment**

6.1 You must pay all the Charges for which we bill you, together with any Value Added Tax and any other taxes (at applicable rates from time to time) which apply in relation to any Charges payable under this Agreement. We will bill you one billing period in advance for the Services. You must pay your bill by the date specified in your bill. You will be liable for the Charges from the day on which we first make the Services available to you unless we notify you otherwise. You agree that you are liable for any Charges incurred on your account irrespective of whether those Charges were incurred by you or anybody else with or without your consent. Unless stated otherwise, all prices quoted by us and listed in our Price List are inclusive of VAT and all Charges that appear on your bill are inclusive of VAT. We may vary our Charges from time to time. We may alter your billing date or billing frequency. Our **Customer Charter** includes explanations on billing frequency, non-payment of bills, disconnection and resolution of disputes. Should you pay your bills via our electronic billing facilities additional terms and conditions apply.

6.2 **Late Fees:** If you do not make your payments on time we may withdraw any discount we may have given to you for payment in advance or for any other reason and we may also charge you a Late Fee as per the **Price List**.

6.3 **Other Charges.** We may also charge you for the following, in advance or otherwise, where applicable, including but not limited to: Connection Charges, Initial Payment Charges, Usage Charges, Access Charges, Cancellation Charges, Paper Bill Fee, Itemization Fee and other Miscellaneous Charges. If you want to change any of the Services agreed to, we may charge you a reasonable administration fee. Any such fees will appear in the **Price List** or in the other documentation that we provide to you. To the extent permissible by law, we may charge you a fee for not using a particular payment method or provide you with a discount for using a particular payment method.

6.4 **Direct Debit:** Unless otherwise determined by us in our absolute discretion and notified to you, you will be required to pay your bills by direct debit. This Agreement gives us authority to alter your variable direct debit instructions according to the Charges from time to time applicable to the Services. We shall notify your relevant bank or building society each month of the sums due to us from your account. We are entitled to charge you a reasonable administration fee if your direct debit order fails or you otherwise default in making payments to us. If your bank or building society is unable to make payment in any one month we reserve the right to immediately suspend any direct debit facility and demand a different method of payment.

6.5 We are entitled to calculate charges for any period in order to bring your account into line with our billing cycle, and for that purpose we reserve the right to add the whole or part of any month's (or other billing period's) Charges to future bills.

6.6 After the Minimum Period has expired, if you terminate this Agreement or any of the Services between the dates when we issue bills to you, you must pay all Charges which have accrued since the last bill was calculated and the proportion of any Access Charges and/or Rental Charges which has accrued on a pro-rata daily basis up to the date of termination or cancellation of the Services.

## **7. Deposits and Account Limits**

7.1 We are entitled to carry out a credit check on you and to disclose information regarding your payment history to the usual credit agencies. If we conduct a check of your credit worthiness and the results of that check do not satisfy us or if we reasonably decide that all our customers or a certain category of our customers must pay a deposit, we may require you to pay a deposit of a reasonable amount determined by us. We may require at any time that you pay such deposit as we believe to be reasonable in the circumstances, as security for the Equipment and against non-payment of our bills or any other breach any of the provisions of this Agreement.

7.2 We may use all or part of this deposit for payment of any outstanding Charges, including, without limitation, any amount due for the replacement value and/or costs of repair of the Equipment; or keep all or part of your deposit if you do not report to us the unauthorized reception of channels or programmes.

7.3 We will repay any deposit held (or the balance of any deposit where any part of it has been applied by us in accordance with this Agreement) to you as soon as you have for a period of at least 12 months (or such other period as we determine in our complete discretion) paid to us all Charges due under this Agreement on the due date(s) for payment of those Charges; or if not already repaid as per above, on termination of this Agreement, if you have paid to us all Charges due and, subject to your responsibilities in respect of loss or damage to the Equipment under this Agreement and if the Equipment has been returned to us. If you breach any of the provisions of this Agreement you may at our discretion forfeit any deposit as required to compensate us for any losses.

7.4 We may require you to increase the level of the deposit held by us or require a further deposit from you of a reasonable amount at any time if in our reasonable opinion we believe that your financial circumstances have substantially changed and/or there has been a significant material increase in the Charges you are incurring since you signed this Agreement; or you are persistently late in making your payments to us or you breach any of the provisions of this Agreement or we have used all or part of a deposit in accordance with the above; and/or you have exceeded your Account Limit with us.

7.5 In the circumstances set out in above, we may, as well as or instead of imposing a deposit, restrict the level of Services we provide to you, only allow certain methods of payment and/or impose on your account a limit that the total unpaid Charges accrued on that account over a certain period are not permitted to exceed, based on the Charges we reasonably expect you to incur on your account ("Account Limit"). We will inform you of this Account Limit. You are not allowed to incur Charges which exceed your Account Limit over the period notified to you. If you exceed your Account Limit we have the right to request payment of a deposit and if you do not pay this deposit we may suspend the Services until you do so or we may terminate this Agreement.

## **8. Provision of Information and Data Protection**

8.1 You are required to promptly and accurately give us all the information that we request so that we can perform our obligations under this Agreement. You must also inform us immediately of any change to any details you have provided to us, including changes to the Customer Provided Apparatus. We shall not be liable for any expenses you incur or savings you fail to make as a result of your failure to notify us of any changes or to the same.

8.2 We may, subject to the relevant legal and regulatory provisions, whilst you are a customer and for as long as necessary for the specified purposes after you terminate purchasing Services, use your personal information together with other information for the purposes of administration, credit scoring, customer services, training, marketing, tracking use of our services (including processing call, usage, billing, viewing and interactive data), profiling your usage and purchasing preferences and providing you with services,. We may disclose your personal information to UPC or any Group Company and our sub-contractors and agents for these purposes. For additional details regarding your privacy and our use of your personal information, please see our Privacy Policy, located at [www.upc.ie](http://www.upc.ie). You have a right to ask in writing for a copy of your information (for which we may charge a small fee not to exceed € 6.35 or the amount permissible under the Data Protection legislation) and to require us to correct any inaccuracies.

8.3 From time to time, we, or a third party acting on our behalf, may contact you by mail, telephone, email, other electronic messaging or fax with information about our products and services (including discounts and special offers). If you do not wish to receive marketing or promotional information from us, please contact us in writing or at 1908. If

you contact us, please state whether you would prefer not to receive any promotional material from us or whether you would like to receive information from us by some but not other methods (the options are: by mail, telephone, electronic messaging services, fax and email). Remember that if you say you do not wish to receive any promotional material from us or our third parties, this will preclude you from receiving any of our special offers or promotions.

8.4 We will only discuss your account with you or with an authorized user designated to us by you. For internal operational reasons or for training purposes, we may occasionally record or monitor telephone calls that you may make to our Customer Service Line or Customer Service Department. We will keep these instances to a minimum.

8.5 You acknowledge that we may co-operate with any court, tribunal, regulatory body, police authority or other Competent Authority in any investigations or proceedings concerning you or your use of the Services. This may include disclosing communications transmitted via the Services or other details regarding your use of the Services to such authorities.

## **9. Equipment**

9.1 We will supply you with the Equipment to facilitate provision of the Services. You must not use the Equipment for any other purpose and must comply with all manufacturers' instructions and any reasonable instructions that we may give you regarding the use of the Equipment. The Equipment belongs to us (unless you specifically purchase equipment from us under a written purchase agreement) and you must not give anyone else any rights over it. We may add to or substitute it as necessary to provide the Services or for other valid reasons. You agree not to do or allow anything to be done at your Address that may cause damage to or interfere with the Equipment or prevent easy access to it or recovery of it.

9.2 We may need to supply you with additional equipment in order to provide you with the Services you request. If Equipment is provided to you separately, you may have to pay our reasonable additional charges. Such additional equipment may be subject to a separate agreement.

9.3 From the time we deliver the Equipment to you until you return the Equipment to us you must take reasonable care of it. You must not and must not allow anyone else (other than our representatives) to add to, interfere or modify the Equipment in any way and the splitting of lines and or cable by you is strictly not allowed. As well as any other rights we may have, such action may result in our suspending the Services, terminating the Agreement and/or our retaining the whole or a part of any deposit.

9.4 On termination of this Agreement, or on cancellation of any Services or Packages requiring Equipment, you shall within fourteen (14) days of the date of termination or cancellation, unless otherwise agreed with us, arrange for us to collect at your residence at no cost to you or return to us in our offices at your own expense, the Equipment. If you fail to do so, we reserve the right to continue to charge you for the Services until the Equipment is returned or to charge you an unrecoverable equipment charge. You will be invoiced for the costs of repair or loss or damage to the Equipment under this Condition.

9.5 From time to time we may request you to confirm for us the location of the Equipment. If we do so request you must respond to us promptly in good faith. You agree to notify us immediately of any loss or damage to any part of the Equipment.

9.6 You shall not be responsible for any loss or damage to the Equipment to the extent that it is caused by us or our employees or is due to a manufacturing or design fault; or is due to fair wear and tear. You agree that you shall be responsible for any loss or damage to the Equipment due to any other cause, regardless of how it happens. Willful destruction or abuse of the Equipment by you will result in reasonable additional Charges being made.

9.7 You are responsible for ensuring that the Equipment is at all times kept safely and

properly used and in this regard you agree:

- (i) While the Equipment is not in use, electricity supplied to it is not turned off and that it remains in the standby/rest mode;
- (ii) That you shall not dispose of or deal with any of the Equipment in any way by, for example, trying to sell it or hire it to anyone else, or by putting it up as security for a loan, mortgage or charge, or allow any of the Equipment to be seized under any legal process. You shall not move the Equipment to another location without our prior written consent;
- (iii) That you shall not remove, tamper with or obliterate any words or labels on the Equipment; and
- (iv) That you shall take proper care at all times to prevent the loss or theft of the Equipment.

9.8 Subject to this Agreement, and except as per Section 20, you may use your own Customer-Provided Apparatus in conjunction with the Equipment but we do not warrant that the Equipment is compatible with or will work with customer-provided apparatus. We will not be liable in any way for any loss or damage which is caused to your Customer-Provided Apparatus or any data stored thereon arising as a result of its use in conjunction with our Equipment.

## **10. MAINTENANCE**

10.1 We shall provide such preventative and corrective maintenance services as we consider necessary for the proper functioning of the Network and Equipment and for the provision of the Services to you. Such maintenance may disrupt the provision by us of the Services under this Agreement. We will endeavour to give you as much notice of such disruption as is reasonably possible.

10.2 You agree that you will notify us of any defect in the operation or performance of the Services by telephoning the Customer Service line (details of which appear on our Website) or by writing to the Customer Service Department (the address of which appears on our website) who will always aim to respond as promptly as possible following notification of a defect.

10.3 Where you prevent us from carrying out our maintenance (at a time previously agreed and arranged with you) or if the maintenance necessary is the result of any one or more of the following, then we will be entitled to charge you a service fee (which will be notified to you from time to time by our published literature and is set out in our Price List):

- (i) Misuse or neglect of, or accidental or willful damage to, the Equipment; or
- (ii) Fault in, or other problem associated with, your own apparatus, software or any telecommunications system not run by us; or
- (iii) Failure by you to comply with any provisions of this Agreement.

## **11. Termination and Suspension of Services**

11.1 As well as our other rights under law and in this Agreement, we have the right to terminate this Agreement or suspend our provision of Services to you without notice, and to be compensated by you for any losses or expenses incurred by us, if:

- (i) you do not make payments to us when they are due or your Account Limit is exceeded; or
- (ii) you do not perform or observe any other obligation under this Agreement (a "breach") and where you have breached this Agreement and that breach can be remedied, you fail to remedy the breach within the reasonable time specified by us in our written notice requiring you to do so;
- (iii) a voluntary arrangement between you and your creditors is proposed, or a bankruptcy petition is presented or a bankruptcy order is made against you or you are sequestrated or a receiver or trustee is appointed in respect of your estate;
- (iv) we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the Services and/or the

Equipment from us or at any time during the provision of the Services and/or the Equipment;

(v) you or another person at your premises commits, or is suspected in our reasonable opinion of committing, fraud or attempted fraud in connection with the use of the Services or the Equipment (including the use of the Services or the Equipment to commit or attempt to commit fraud);

(vi) you do or allow anything to be done which is in breach of our User Policy;

(vii) we are legally required to do so;

(viii) you violate Section 20;

or

(ix) in our reasonable opinion it is otherwise necessary or desirable to do so.

11.2 Any exercise of our right to suspend the Services shall not exclude our right to later terminate this Agreement. We may refuse to restore the Services to you until we receive an acceptable assurance from you that there will be no further breach.

11.3 If, for reasons outside our control, the provision or maintenance of the Services to you proves impracticable, as determined in our sole discretion, we may discontinue the provision of the Services to you and refund you any Charges paid in advance by you to us.

11.4 If the Services are suspended as a result of a breach of this Agreement by you, we may impose a Charge to reflect our costs incurred in connection with suspending and/or recommencing the Services. In normal circumstances such Charge must be paid before the Services will be recommenced. You will continue to be liable to pay all Charges which are due for the Services and the Equipment during the period of suspension and any period in which you do not comply with this Agreement. Prior to restoring the Services following a breach of this Agreement by you (which restoration shall be at our absolute discretion), we may require assurances from you, a deposit from you or restrict the provision of the Services to you, in any form that we deem acceptable to ensure to our satisfaction that there will be no further breaches of this Agreement.

11.5 As well as your other rights, you shall have the right to terminate this Agreement by notice to us in writing if we fail to perform or observe any material obligation under this Agreement and (in the case of a breach capable of remedy) we fail to remedy the breach within a reasonable time from receiving from you a written notice specifying such breach and requiring us to remedy it.

11.6 After the Minimum Period expires this Agreement will continue until it is terminated by either of you or us giving the other one month's prior notice. You must pay all relevant Charges up to the end of that one month notice period.

11.7 If you terminate this Agreement before the end of the Minimum Period other than in the circumstances outlined in Paragraph 12 you must pay us a cancellation charges as per Paragraph 3.

11.8 Where this Agreement is terminated for any reason or if any of the Services are cancelled we will be entitled to retain any money (including deposit monies and/or advance payments) held by us, and to apply that money towards any obligation or debt which you may owe to us.

11.9 Termination or suspension of this Agreement for whatever reason may result in the deletion of your remaining voice and email messages as well as all other data, and the closure of your email accounts and the disconnection of your telephone numbers, and we will be under no liability to you in respect of such deletion, closure and disconnection.

## **12. Cancellation Rights**

You may cancel the Services at any time, and the minimum period obligations contained in Paragraph 3 will not apply, in the following circumstances:

(i) if we change the Terms and Conditions as per Section 16 you may terminate this Agreement in accordance with that section;

(ii) if we significantly reduce the content of the Services you may terminate this

Agreement by giving us one month's notice within 30 days of such change.

### **13. Limitation of Liability**

13.1 Things beyond our control may affect the quality or availability of the Services, such as power outages and fluctuations in the internet. We will not be liable for any delay or failure to provide the Services, including access to emergency services, or any interruption or degradation in Services, or any loss of data that is caused by any of the following:

- (i) Any act or omission of an underlying carrier, service provider, vendor or other third party, or equipment, network or facility failure;
- (ii) Equipment, network or facility upgrade, modification, repair or relocation;
- (iii) Force majeure events, defined as any event beyond our control including, but not limited to, an act of God, insurrection or civil disorder, war or military operations, national or local emergency, a serious and sustained power outage or severe Internet service disruption, flood, subsidence, or weather conditions of exceptional severity;
- (iv) Equipment, network or facility shortage;
- (v) The loss of electricity to your premises;
- (vi) Any impediment to usage of the Service caused by any third party;
- (vii) Any act or omission by you or any person using the Service or Equipment provided to you;
- (viii) A failure of or defect in any Device; or
- (iv) Any other cause that is beyond our control.

13.2 In performing any obligation under this Agreement our only duty is to exercise the reasonable skill and care of a competent provider of telecommunications and television services.

13.3 In no event will we be liable to you for any consequential or indirect losses, including but not limited to loss of revenue, profits, contracts or anticipated savings or wasted expense, or any financial loss or loss of data or liability to third parties for damage, or any general loss on account of the loss of use of the Services.

13.4 We exclude all conditions and warranties, other than those expressly set out in this Agreement, including any warranties implied by Statute if and to the extent that such warranties and conditions implied by Statute can be lawfully excluded.

13.5 We exclude all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Services, and we exclude all liability of any kind for the transmission, or the reception of, or the failure to transmit, or to receive any material of whatever nature.

13.6 We will not be liable for any loss or damage which arises other than through our negligence or the negligence of our employees, agents or contractors. We do not restrict or exclude liability for:

- a. death or personal injury resulting from our own act or omission or the acts or omissions of our agents or contractors while acting on our behalf;
- b. direct physical damage to your personal property to an amount not exceeding €100,000 in respect of any one event or series of connected events where such damage arises from our own negligence, or the negligence of our employees, agents or contractors whilst acting in the course of their employment by us. We exclude liability in excess of €100,000 in respect of the matters set out in this paragraph
- c. any of our liabilities which cannot by law be excluded or restricted.

13.7 You may enter into or seek to enter into transactions with third parties in relation to the sale, rental or provision of goods and services via the Services, for example the Internet or Interactive Services. We will not be a party to such transactions and will not be liable whether in contract, tort (including liability for negligence), or otherwise for any loss, cost or damage incurred by you arising out of or in relation to the transaction or attempt to enter into a transaction (including but not limited to failure to transmit or distortion of any messages sent via the Services). You acknowledges that you access

the Services at your own risk and that we have no responsibility for any goods, services, information, software or other materials accessed by you whilst using the Services. You agree that neither UPC nor any Group Company is responsible nor liable for the quality of any content, merchandise, products or services (or the price thereof) made available to you via the Services, for the representations or warranties made by the seller or manufacturer of any such item, or for damage to or injury, if any, resulting from the use of such item. The accessing and provision of information and third party services by you via the Services shall be subject to such third parties' terms and conditions if any.

13.8 Where we supply the Services to you via your existing connection to another Operator's Network it is your responsibility to maintain your connection to such Operator's Network and we shall not be responsible or liable to you for failing to provide the Services if such failure arises as a result of any interruption to or disconnection from the Operator's Network or because of failure or inadequacy in any Customer Provided Apparatus.

#### **14. Software and Export Control**

14.1 Intellectual property rights in the Software remain our property or that of our licensors. You hereby agree to comply with any licences of software reasonably required by the owner of any intellectual property rights in any of the Software for the protection of that Software notified by us to you or appearing on screen as part of the Services.

14.2 We hereby grant to you a non-exclusive licence to use the Software in executable form only. The licence granted to you under this Agreement is personal to you and may not be sub-licensed, transferred, assigned, or otherwise disposed of. If you use the Software in any way which will result in you being in breach of this Agreement, or you attempt to transfer, assign or otherwise dispose of your licence to use the Software the licence will be terminated immediately.

14.3 The Software is protected by copyright law. You may not copy the Software, except to make a single copy for backup or archival purposes. Any such copies shall be subject to this Agreement and shall contain all of the notices regarding proprietary rights as contained in the Software originally provided to you. If you receive the first copy of the Software electronically and a second copy on a tangible medium, the second copy may be used only for our then current standard pricing and terms and conditions. You may not lend, rent, lease or otherwise transfer the Software. You agree not to attempt to reverse engineer, decipher, decompile or disassemble the Software or otherwise reduce it to human readable form or knowingly allow others to do so, except to the extent that applicable laws specifically prohibit such restriction. You may not modify the Software or create derivative works of the Software.

14.4 The Services may comprise software, services, technical information, training materials or other technical data which are subject to the United States of America Export Control Regulations or the laws or regulations of another country. You may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

#### **15. Assignment**

This Agreement is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent. For business reasons we have the right to assign this Agreement together with any associated rights of access and installation at any time to any company or person.

#### **16. Changing the Terms and Conditions**

We retain the right to amend, modify or substitute these Terms and Conditions at any time and we will notify you in writing 30 days in advance of doing so. Any such modification, amendment or substitution shall also be posted on our website at [www.upc.ie](http://www.upc.ie). You have the right to withdraw from this Agreement without penalty if you do not accept the modification,

amendment or substitution. If you do not object to the modification, amendment or substitution by giving notice to us within 30 days, the new Terms and Conditions shall then become applicable to you.

#### **17. Notices**

Unless otherwise detailed in this Agreement, notices given under this Agreement should be delivered by hand or by prepaid first class post or electronic mail either:-

(i) to us: at the address on this Agreement or on the last invoice or to an alternative address notified to you;

(ii) to you: at the address in this Agreement or to an alternative address notified to us.

Alternatively, if you take the Television Service or Internet Services we may deliver notices to you by sending them via the Network so that they are displayed on your television or computer screen.

#### **18. Miscellaneous**

18.1 This Agreement is made solely and specifically between and for the benefit of the parties and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Agreement as a party to it, and neither party can declare itself a trustee of the rights under it for the benefit of any third party. The terms of this Agreement will apply jointly and severally to all those agreeing to take Services under this Agreement.

18.2 A reference in this Agreement to a statutory provision will, unless expressly provided otherwise, be interpreted as a reference to such provision as amended or reenacted.

In this Agreement unless the context otherwise requires words in the singular include the plural and vice versa; and words importing any gender include all genders.

18.3 This Agreement represents the entire understanding between you and us in relation to the subject matter herein and supersedes all other agreements or representations made by you or us, whether oral or written.

18.4 Title, ownership rights and intellectual property rights in and to the content accessed using the Services is the property of the applicable content owner and may be protected by applicable copyright or other law. This Agreement gives you no rights to such content.

18.5 No waiver by us of any default that you commit under this Agreement shall operate or be construed as a waiver by us of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by us to you shall in any way release, discharge or otherwise affect your liability under this Agreement.

18.6 If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable for any reason, it shall be severed and the rest of the provisions in this Agreement shall continue as if the Agreement had commenced without that provision or part of that provision.

18.7 Unless otherwise specifically agreed by us, you shall be eligible to benefit only from one promotional offer or discount applicable to the Services. Nothing in this Clause shall imply the existence of your right to any promotional offer or discount.

18.8 We aim to resolve any dispute, including any query which may relate to a refund quickly and satisfactorily. You can contact us by calling 1908 or by email to, [customer.support@upc.ie](mailto:customer.support@upc.ie). Details of our complaint and dispute resolution procedures are set out in our Customer Charter a copy of which can be found at [www.upc.ie](http://www.upc.ie).

18.9 This Agreement is subject to the laws of the Republic of Ireland.

### **TELEVISION TERMS AND CONDITIONS**

#### **19. Television Programming**

19.1 Television programme contents, channels, packages of channels, programming, programming schedules, broadcast hours of any channel, channel allocations, Pay Per View Programmes, VOD and transmission times may change or channels or television

programme may no longer be available. This may occur for reasons beyond our control, including decisions of programme providers or technical difficulties, or for reasons that we were not aware of nor could not have foreseen at the time the programme was advertised or scheduled, or if we believe it will improve the Services or for commercial reasons. We shall not be liable to you for any such changes, lack of availability or failure to transmit any advertised television programme or channels or to do so at the advertised time.

19.2 Our obligation to provide you with Television Services is conditional upon you obtaining and maintaining at all times a valid television license.

## **20. Unauthorized Use of Television Service**

20.1 It is illegal to copy, distribute copies, show in public or rebroadcast any part of the television programmes or channels provided to you as part of the Television Service without the consent of the copyright owner. You may only use the Television Service for private, residential non-commercial use and it must not be accessible by the general public or in a communal viewing area.

20.2 The purchase, installation, sale and/or use of unauthorised set top boxes and other such devices to gain access to UPC's services without paying the relevant fees are illegal and in breach of intellectual property laws, the Broadcasting Acts, the Conditional Access Regulations and all other relevant legislation. Persons found to possess such devices for such use are open to both criminal and civil legal action. In addition to any other rights and remedies we may have against you, the use of such devices and any unauthorised reception by you of any channels or programmes, or your failure to report the unauthorised reception of any channels or programmes immediately to us, will result in our suspending the Services or terminating the Agreement and retaining the whole or any part of any deposit.

20.3 We may disable or alter some functions of the Equipment so as to stop you from copying certain channels, programmes or Events in order to prevent the unauthorised copying of such Services. If the Equipment allows copying of these then we may prevent you (if we are bound by contract to prevent such copying) receiving the Services.

20.4 You will be responsible for any claims made against us or losses we may suffer as a result of actual or claimed copyright infringement committed by you or any other person in your home in relation to the Television Service.

## **21. Video On Demand Services (VOD) [Pay Per View]**

21.1 Once an Event has started you cannot cancel the Event. You will receive instructions on screen that will guide you through the ordering and cancellation process. If you fail to cancel the Event during the preview interval you will be responsible for payment for that Event and no refunds will be given in these circumstances. Purchase of an Event entitles you to receive only that Event and only on the set top converter for which it is booked. Customers in some areas will be unable to cancel an Event once purchased and some Video on Demand Services will not have a cancellation facility. In these instances a different ordering procedure will apply and separate ordering instructions will be provided.

21.2 We will notify you in advance of the Charges for each Event. You must pay us the Charges for each Event that you purchase. If you order an Event on more than one television via any additional set top converter you may incur a separate Charge for each converter on which you purchase the Event. The Charges will appear subsequently on your monthly bill. You will allow us to recover the Charges under any direct debit/credit card instruction you have given to us or in our favour. Charges payable by you will be calculated by us using our records of Events you purchase.

21.3 Your ability to purchase Events will be subject to satisfactory credit checks and/or payment record. We may refuse to supply you with an Event either at all or until payment for previously provided or other Services has been cleared.

21.4 You will only be authorised to receive an Event once you have registered your PIN

with us and we have verified that you have correctly entered your PIN when ordering an Event. It is your responsibility to ensure the correct use of PINs and/or passwords for the Pay PerView Programme and we reserve the right not to accept a booking for a Pay Per View Programme where accurate PINs or passwords (if any) are not given.

21.5 Nothing stated in the Agreement entitles you to receive any Pay Per View Programme although we may from time to time advertise Pay Per View Programmes for you to purchase. Purchase of a particular Pay Per View Programme entitles you to receive only that Pay Per View Programme and no other Pay Per View Programme. Under no circumstances will we be liable for any mistakes in our electronic programming guide.

## **22. Digital Video Recording (DVR) Services**

22.1 If available to you, DVR Service is a separately sold service provided at rates as per our Price List requiring DVR enabled Equipment. DVR Service gives you the ability to see and record televised programmes. We may, at our discretion, from time to time change, add or remove features of the DVR Service, or change the service fee for DVR Service.

22.2 We do not guarantee and shall have no liability regarding the access to or recording of any particular programme or the length of time any particular recorded programme may remain available for your viewing. You can only view television programmes recorded via the DVR Service if you are currently subscribed to the channel package that is the source of the recorded television programmes.

22.3 On termination of this Agreement, or on cancellation of the DVR Service, you shall within fourteen (14) days of the date of termination or cancellation, unless otherwise agreed, arrange for us to collect at your residence at no cost to you or return to us in our offices at your own expense, the Equipment. If you fail to do so, we reserve the right to charge you an unrecoverable equipment charge of €150 or as otherwise provided in our Price List. In addition, we also reserve the right to continue to charge you for the Services until the Equipment is returned or the unrecoverable equipment charge is paid by you. You will be invoiced for the costs of repair or loss or damage to the Equipment for which you are responsible under this Condition.

## **INTERNET SERVICES TERMS AND CONDITIONS**

### **23. Internet Services**

23.1 We reserve the right to monitor and control data volume and/or types of traffic transmitted via the Internet Services as well as monitoring the Services for abuse or breach under the Agreement or User Policy. We reserve the right to restrict access to the Services and to impose data traffic restrictions at our discretion, in order to implement new facilities, allow data retrieval and maintain Service levels. You expressly accept that any such actions on our part may affect the quality and availability of the Internet Services. Where practicable you will be advised of any such measures by e-mail at an address that you have notified to us or of which we are otherwise aware, and/or via our Website, within a reasonable timeframe.

23.2 You agree at all times to comply with our User Policy, which can be accessed at [www.upc.ie](http://www.upc.ie). You must not use the Services or knowingly or otherwise allow any other person to use the Services that in any way violates this Agreement or the User Policy. If we believe that the Services are being used in violation of the User policy we are entitled to suspend or terminate any or all of the Services as per this Agreement or the User Policy.

23.3 You are responsible for ensuring that you do not exceed your allocated data transfer limits and data storage quotas for webspace, e-mail or other data storage or back-up. Details of such data transfer limits and allocated storage quotas can be found on our Website. We are not responsible for any negative consequences for your failure to do so. If you exceed your allocated data transfer limits and storage quotas, we are entitled to suspend or terminate any or all of the Services as per this Agreement or the

User Policy. We shall also be entitled to charge for such excess usage and for excessive data transfers. We do not guarantee access to your stored data and shall have no liability to you in the event that your data is damaged, corrupted, or otherwise lost. You acknowledge that we allocate IP addresses dynamically and these may change from time to time without notice.

23.4 Upload and download speeds shown assume all technologies are working at optimum speeds; in practice, numerous factors beyond our control can cause speeds to vary.

23.5 You represent and warrant that you are the owner of, or that you have been and are duly authorised by the owner to use, any trade mark or Name requested or allocated as your Name, and that the use of any such trade mark or Name does not conflict with or infringe the rights of any third party. You acknowledge that we cannot guarantee that any Name requested by you will be available or approved for use. We may require you to select a replacement Name and may suspend the Services if, in our opinion, there are reasonable grounds for us to believe that your current choice of name is, or is likely to be, in breach of the provisions of our User Policy or this Agreement.

23.6 Any Internet address allocated by us to you will at all times remain our sole property and you will have a non-transferable licence to use such Internet address for the duration of this Agreement. In the event this Agreement is terminated, for whatever reason, your licence to use the Internet address shall automatically terminate and thereafter you will have no right to use the Internet address.

23.7 No authority or representation is given by us that you have the right to use proprietary material belonging to any third party, or that we have any control over the use by others, whether subscribers to the Services or not, of any of your proprietary material.

23.8 We make no representation or warranty that any software or content installed on your computer(s) or downloaded from the Service does not contain a virus or other harmful feature or software and it is your sole responsibility to take appropriate precautions to protect any computer or other hardware of yours from damage to or loss of its software, files or data, or its improper operation, as a result of any such virus or other harmful feature or software.

## **DIGITAL TELEPHONY TERMS AND CONDITIONS**

### **24. Telephone Number and Directory**

24.1 If you accept the Telephone Service we will allocate a number to your telephone line. The telephone number and any rights in it belong to us and, subject to Paragraph 27 below, you may not sell or agree to transfer the number to any person. We are entitled to change your telephone number or code number or the specification of the Services for operational reasons but will always endeavour to advise you of this by giving at least 30 days' prior notice.

24.2 We do not provide a telephone directory service. You agree that we may make your name, address and telephone number available to the emergency services and to any other licensed public telecommunications operators for the purpose of telephone directories and a public directory enquires service. You must notify us, in writing, should you wish any such information to be withheld or if you wish to opt out of the National Directory Database and if this is your wish then we shall only disclose such information if and to the extent that we are legally required to do so. We do not accept any liability whatsoever for a failure by the Operator to whom we provide such information to comply with any listing request that you make to us or to that Operator.

### **25. Fraud, Nuisance High Usage and Prohibited Calls**

The Services are for normal residential use, including any unlimited calling plans. The use of the Services for telemarketing and the use of auto-dialers in connection with the Services are prohibited. We can suspend or terminate the Services if we determine, in our sole discretion, that the number of calls or charges for calls made by you indicate

that the Services are not being used in a manner consistent with normal residential usage or that you are otherwise in violation of this agreement. We will make reasonable efforts to contact you before suspending or terminating the Services but we are not liable for any loss you may suffer through any suspension covered by this condition.

#### **26. Voicemail**

We reserve the right to suspend any voicemail account that not has been accessed for a consecutive period of 5 months without prior consent or notification. A suspended voicemail account may be reactivated by contacting customer services or our online resources. In case of a suspension, we reserve the right to delete the content of a voicemail account at the time of suspension, including any greetings and any saved voicemails.

In case a suspended account remains suspended for an additional consecutive period of 1 month, we reserve the right to terminate the voicemail account.

#### **27. Number Transferability**

If you move to another service provider you may be entitled to port the telephone number(s) that you used in connection with your Services to your new service provider, if you wish to port your telephone number(s) please call 1908.

#### **28. Disclaimer of Liability and Indemnification / Emergency Services / Connected Services**

28.1 Digital Telephony telephone service provides access to emergency services free of charge. However, Digital Telephony services depend on access to an electrical supply and the internet. If there is an internet or electricity outage for any reason, such outage will prevent all Digital Telephony Services, including the dialing of emergency services and any other connected services, including but not limited to alarm systems or medical monitoring systems, from functioning. IN THE EVENT OF SUCH AN OUTAGE WE ADVISE CUSTOMERS TO USE ALTERNATIVE METHODS, SUCH AS MOBILE TELEPHONES, TO ACCESS EMERGENCY SERVICES OR ANY OTHER CONNECTED SERVICES. WE ALSO ADVISE CUSTOMERS TO PLAN ACCORDINGLY IN ADVANCE.

28.2 It may not be possible to accurately determine the exact geographic location of a Digital Telephony caller. AN EMERGENCY OPERATOR OR OTHER OPERATOR ANSWERING YOUR CALL MAY NOT HAVE YOUR PHYSICAL LOCATION OR ADDRESS INFORMATION, SO YOU MUST BE PREPARED TO GIVE THEM THIS INFORMATION. UNTIL YOU GIVE THE EMERGENCY OPERATOR OR OTHER OPERATOR YOUR LOCATION, THEY MAY NOT BE ABLE TO DISPATCH HELP IF THE CALL IS NOT COMPLETED, IS DROPPED OR IS DISCONNECTED, OR IF YOU ARE UNABLE TO SPEAK.

28.3 There may be a greater possibility of network congestion and/or reduced speed in the routing of calls to emergency services or connected services made utilizing the Service as compared to traditional calls to emergency services or connected services dialed over traditional public telephone networks. You should inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Services of the important differences in and limitations of Digital Telephony dialing as compared with traditional phone service as it relates to access to emergency services and connected services.

28.4 We do not have any control over whether, or the manner in which, calls using our Digital Telephony service are answered or addressed by any emergency response center or connected services provider. We disclaim all responsibility for the conduct of emergency response centers and connected services providers. Neither us nor our officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to accessing emergency services or connected services unless such claims or causes of action arose from our gross negligence or willful misconduct. You shall defend, indemnify, and hold

us and our officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service harmless, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including the inability of any user of the Service to be able to access emergency services or connected services.

28.5 UPC will use reasonable endeavours to guarantee the security of your calls, however, the security of your calls is not guaranteed and we accept no liability with respect to call confidentiality.

28.6 Further information on Digital Telephony telephone services can be found on the Commissioner for Communications Regulation (ComReg) website at <http://www.comreg.ie/>, (in particular ComReg Document No. 05/50).