

1. Terms & Conditions

These terms and conditions are effective from 1st May 2019.

2. Definitions

Wherever these words and expressions appear in these terms and conditions of Service (each a "Condition" and collectively, the "Conditions") the following definitions shall apply:

- **"Account"** means the account in which we record all your charges;
- **"Address"** refers to:
 - Your commercial address where the Equipment is or is to be integrated in accordance with this Agreement
 - Our registered business address
- **"Agreement"** means the contract between you and us comprising of the Contract Agreement and these terms and conditions
- **"Charges"** refers to the monthly, quarterly, annual or other periodic fee and all other fees payable by Customer to Netcelero Limited for the Service
- **"Equipment"** means any Customer Premise Equipment (CPE), SIM, Antenna or other equipment or apparatus provided by us from time to time as part of providing Services under these Conditions
- **"Minimum Period of Service"** has the meaning set forth in Section 1.2
- **"Network"** means the electronic communications network run by us or any of our associated companies over which the Services are delivered
- **"Payment Terms"** means the terms by which we will manage your Account and the methods by which you can pay the Charges. All SaaS and any associated recurring Charges are billed monthly, quarterly or annually in advance. All nonrecurring and usage based Charges are billed monthly in arrears, payable within fifteen (15) days of the invoice date
- **"Price Lists"** means the material distributed by us from time to time which includes the prices and rates for the Services and Equipment we offer including the usage rates for the Services
- **"Services"** means the Software as a Service (SaaS) provided to you under these Conditions via the Network
- **"Subscription"** means the subscription of Services selected by you from our Services, any other Services we offer from time to time and any replacement or variation of any Service
- **"Us"** or **"We"** means Netcelero Limited, with its principal place of business located at Ground Floor, 721 Northwest Business Park, Blanchardstown Corporate Park, Dublin D15 YD30, and whose website is located at www.netcelero.com
- **"VAT"** means value added tax
- **"You"** means the customer that orders our Services and includes any person you authorise in writing or on a voice recording to act on your behalf

3. Key Terms

3.1 When they apply:

- a. These Conditions apply from signature of contract confirming order
- b. These Conditions will apply jointly and severally to all those requesting Services and the word "you" shall be understood accordingly

3.2 Contract Length – The services shall be provided for a minimum period of 12 months and thereafter on an annual rolling contract until terminated by the customer, by giving one full months' notice in writing prior to the annual renewal date in accordance with terms and conditions; or by Netcelero giving one full months' notice in writing.

3.3 Terms and Conditions – We reserve the right, at our own discretion, to update or revise these Terms of Use. Please check the Terms of Use periodically on our website www.netcelero.com for changes. Your continued use of this service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.



Ownership of your Netcelero Solution: Terms & Conditions

3.4 Service Charges – We can also change the Service Charges. We will notify you one month in advance of making any change to the Charges.

3.5 Payment Terms:

- a. The Buyer agrees to pay the Equipment and Subscription costs payable on order of services to the Service Provider
- b. The Service Provider shall invoice the Buyer for the Services that it provides to the Buyer monthly in advance
- c. The Buyer shall pay such invoices within 15 days of their receipt from the Service Provider

4. General Terms

4.1 The Service Provider represents and warrants that:

- a. It will perform the Services with reasonable care and skill; and
- b. The Services and the Materials provided by the Service Provider to the Buyer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

4.2 We will provide the Services to you from the date of integration and subject to these Conditions and we will continue to do so unless and until the Services are terminated in accordance with these Conditions.

4.3 You will ensure that all persons having access to the Services or the Equipment comply with these Conditions. You are not permitted to resell the Services to any third party without prior agreement from Netcelero Limited.

4.4 We will supply the Equipment required to provide the Services on and subject to these Conditions in accordance with Condition 8 below. If you move commercial property and choose to hand over the equipment to a new tenant who commences using Equipment you are still liable for that Equipment until a new tenant signs a contract in Agreement with Netcelero Limited.

4.5 We will endeavour to ensure that the Services are always available to you; however we do not guarantee that the Services will be fault free, available 100% of the time, free of degradation or free of other problems that are beyond our control. Sometimes the Services may be affected by circumstances over which we have no control. If at any time the Service is affected or unavailable by circumstances beyond our control it shall not be a breach by us of these Conditions.

4.6 If a fault in the Services or the Equipment occurs, you should notify us by contacting our customer management centre, where a problem may be resolved over the telephone or a technician may be sent out to investigate the problem. We are not responsible for correcting problems, which are connected with the use of any equipment that is not provided by us (and in such circumstances, we may make a reasonable call out charge to cover our costs).

4.7 Broadband speed is subject to availability, line quality and is based on an 'up to' speed. We can only provide you the available speed that your network operator and or line can support at any present time.

4.8 Regarding the use of Netcelero's services and equipment, you agree to the following:

- a. You will not use the Services for anything illegal or let anyone else do so
- b. You will not use the Services for anything immoral, improper or defamatory or let anyone else do so
- c. You will not use the Services to make offensive or nuisance calls or let anyone else do so
- d. You must only use Equipment that has been approved for use with the Order Form and you must follow relevant laws and rules that apply to the Equipment and its use by you
- e. You will not connect any of your own equipment to the Network that may harm it, the Equipment or equipment owned by other customers. If you do, you agree to disconnect such equipment immediately on our request
- f. You must give us any information we reasonably ask for
- g. You must follow all reasonable instructions we give you about the Services and our other facilities from time to time
- h. You will comply with our Acceptable Usage policy as detailed on www.netcelero.com/support
- i. You must comply with any applicable export or re-export laws and regulations

4.9 If we supply you with any Services as part of a promotion or for promotional purposes, whether or not for a Charge, we reserve the absolute right to terminate at any time the supply of such Service or change the promotional Services, or subscription of Services, that we are supplying. We will notify you one month in advance of any such changes.



Ownership of your Netcelero Solution: Terms & Conditions

4.10 Any software that we provide you with so that you can use the Equipment or the Services belongs to us and remains at all times our property. You are granted a nonexclusive, non-transferable, licence to use such software solely in connection with the Services and the Equipment. This licence will automatically end on termination of all Services or if you cease to receive, the relevant Service or your right to use the relevant Equipment ceases. You agree not to copy the software or make it available to anyone else. You also agree not to reverse engineer, decompile or disassemble the software except as permitted by law.

4.11 You are responsible for keeping any passwords safe and for their proper use. If you suspect that an unauthorised person has knowledge of any of them, you must inform us immediately. We have no liability if there is a breach of your security.

5. What and How You Pay

5.1 You must pay the Charges for which we bill you together with any VAT and any taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the Service Provider to the Buyer under this Agreement. Such shall be payable by the Buyer to the Service Provider in addition to all other charges payable hereunder. Where VAT has to be paid, we will display it separately in the charges. We reserve the right to assign all payments received or credits against the oldest invoice on your account.

5.2 We reserve the right to change the billing period at any time. If we fail to bill you for a month or periods of months, we reserve the right to include these charges in subsequent bills. If you have a dispute about your bill, please raise this within 12 days of the date of the bill.

5.3 If you have chosen to pay by direct debit and your bank is unable to make payment in any month we reserve the right to demand a different method of payment. In these circumstances, we may charge an administrative fee to cover our reasonable costs per bounced transaction.

5.4 Your bill will be sent to you via electronic mail – any paper copies requested may incur an administration charge.

6. Limitation of Liability

6.1 Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.

6.2 To the extent it is lawful to exclude the following heads of loss and subject to the Buyer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.

6.3 Nothing in these Conditions removes or limits our liability for death or personal injury resulting from an act or omission by us or that of our employees or agents or restricts any of our liabilities, which cannot by law be excluded or restricted.

6.4 We will not be liable to you if we cannot carry out our duties or cannot provide the Services to you because of something beyond our reasonable control.

6.5 The provisions of the Condition 5 shall apply even after the Services have ended.

7. When We May Suspend or Disconnect the Services

7.1 We may suspend the Services without giving you notice in the following circumstances:

- a. The Network or system we use to provide the Services breaks down or requires repair work. We will endeavour to ensure this does not happen often
- b. We are required to do so by any court or other competent authority
- c. You do not comply with these Conditions, or any other agreement with us
- d. 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
- e. You do anything that damages or puts the Network at risk, or you abuse or threaten us or a member of our staff

- f. You or another person at your premises uses the Services or the Equipment in connection with involvement in fraud or attempted fraud, or we reasonably suspect any such use
- g. You fail to report any unauthorised reception of Services to us immediately

7.2 If the Customer is suspended no activity may take place on their account. The suspension will be revoked once all invoices are paid.

8. Cancellation

8.1 Once the Minimum Period of Service is over, in the unlikely event that you wish to cancel the Service, you must end the Service by giving us one (1) full months' notice in writing prior to your annual contract renewal date. Please email info@netcelero.com marked for the attention of Cancellation Department or post to Cancellation Department, Netcelero, Ground Floor, 721 Northwest Business Park, Blanchardstown, Dublin, D15 YD30. Termination requests over the telephone are not sufficient. In the event that a customer requests cancellation of service whilst still in contract, termination fees will be applied.

8.2 You can terminate the Services during the Minimum Period of Service if:

- (a) We increase our Charges so long as you give us one month's notice in writing to cancel those Services in respect of which the Charges have increased (you must give us notice within thirty (30) days of the relevant price increase). During that notice period, the increased Charges will not apply to your Account.
- (b) We significantly reduce the content of the Services so long as you terminate the affected Service by giving us one (1) months' notice in writing within thirty (30) days of such change.

8.3 We can end all or part of the Services immediately by writing to you if any of the following happen:

- a. You breach any Condition, including but not limited to Conditions 3.9, 3.10 and 4.4
- b. You make, or offer to make, an arrangement with your creditors; you commit an act of bankruptcy or a petition, receiving order, administration order is brought against you. We can also end the Services if we think there is a possibility of any of the foregoing happening to you
- c. Any authorisation required or necessary to run the Network or to provide the Services is terminated or revoked
- d. We are specifically entitled to do so under another Condition
- e. We amend the terms and conditions
- f. If your account has been suspended for 45 days or more

8.4 [For European Buyers and Service Providers only] If the Buyer is a consumer and the Distance Selling Directive (97/7/EC) (the "Directive") applies to this Agreement; the Buyer may terminate this Agreement within the relevant timescales prescribed by the regulations or laws in the relevant Member State, which implement the requirements of the Directive in respect of a right for the Buyer to withdraw from a contract. In the event of termination in accordance with this Clause 2.4(c), the liability of the Buyer to the Service Provider shall be as prescribed in the Directive or in any regulations or laws implementing its requirements in the relevant Member States.

8.5 If the service is terminated by either party, you must pay everything you owe on your Account.

8.6 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

9. Equipment

9.1 We will supply you certain Equipment to facilitate the provision and use of the Services. Optional or additional Equipment requested by you will be subject to additional charges.

9.2 You will need a safe electricity power supply within the site location (which shall be supplied by you at your own expense). We shall not be responsible for faults arising in the Equipment or interruption in the provision of Services caused by failures in the power supply.

9.3 During integration we may need you to facilitate cabling which may involve transit though your premises. Any alterations will be agreed upon with you prior to work commencing.

9.4 From the time we deliver the Equipment you must take reasonable care of it. If you or any third parties (except personnel acting on our behalf) add to, interfere with or modify the Equipment in any way resulting in damage or loss of service, as well as any other rights we may have, such actions may result in our suspending and or terminating the Services.

9.5 If you breach any of the provisions of this Condition 8, it is our right to take action for any breach of these Conditions will apply. This will include, without limitation, our right to suspend Services, terminate Services and or reclaim the Equipment.

9.6 For the avoidance of doubt, you will not be responsible for any loss or damage to the Equipment to the extent that it is caused by us, our employees, a manufacturing or design fault or fair wear and tear.

8.7 When the Services end, you shall retain ownership of all the Equipment.

10. Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other, which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

11. Provision of Information and Data Protection under the GDPR 2018

11.1. Netcelero respects the privacy of your data and ensures that any data your business provides us, is at all times processed lawfully, fairly, and in a transparent manner in relation to the data subject; and is adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.

11.2 Netcelero's data protection by design policy ensures that data is processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

11.3 We may, subject to the relevant legal and regulatory provisions, whilst you are a customer and after you terminate our services, only for as long as necessary to comply with legislative and regulatory requirements, use your personal information for the purposes of administration, customer services, training, marketing, tracking use of our services and providing you with services.

11.4. When you use our website or customer support services, we will use your personal data to provide the requested product or service. For example, if you make a Netcelero purchase or participate in an event, we will use the contact information you give us to communicate with you about the purchase, or event. If you contact our customer support services, we will use information about you, such as delivery or payment information, or the product you have purchased to help you resolve a problem or question

11.5 We may disclose your personal information to our partners and sub-contractors for these purposes, such as providing the site address for a delivery courier or installation engineer to deliver your Netcelero hardware order.

11.6. You have a right to ask in writing for a copy of your information and to require us to correct any inaccuracies. Please refer to our privacy policy located at www.netcelero.com/support.

11.7 From time to time, we contact you by mail, telephone or email, with information about our products and services (including new features, benefits and solutions). If you do not wish to receive marketing or promotional information from us, please contact us by emailing unsubscribe@netcelero.com or by calling Netcelero Limited on +353 1 554 8100. 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 and email).

11.8 We will only discuss your account with you or with an authorised user designated to us by you. For internal operational reasons or for training purposes, we can record or monitor telephone calls that you may make to our Customer Support Department for training or validation purposes.

11.9 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.

11.10 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 detail regarding your use of the Services to such authorities.

12. Miscellaneous

12.1 You may not transfer or try to transfer your Service or any of your rights and responsibilities under these Conditions. We may transfer any of ours without your permission, except where this would result in a worse Service to you.

12.2 We will send all bills and notices for Services to your billing address and you should send any notice to us to our address indicated on our invoice. You must tell us straightaway about any change in the billing address. We allow 48 hours for you to receive bills and notices through the post. You agree that after 48 hours we can assume you have received the bill or notice.

12.3 Any dispute arising between the parties shall be referred by you initially to the Customer Relations Manager for the purposes of the Conditions in order that any such dispute may be resolved in good faith and any such dispute shall be conducted in accordance with our Dispute Resolution Procedure. For the avoidance of doubt and in the event of such a dispute, we shall continue to provide the Services in accordance with the Conditions unless otherwise requested by you.

12.4 This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory, or in connection with this Agreement to the non-exclusive of the courts in the Territory.

For further information, please visit our website – www.netcelero.com/support or contact us.

Keeping You Securely Connected

Ground Floor, 721 Northwest Business Park,
Blanchardstown, Dublin D15 YD30
Ireland

Tel: (Ireland) 1800 810 005

Tel: (UK) 033 0122 2640

info@netcelero.com

Registered in Ireland – Company No. 546551 VAT no. IE 3399943QH

www.netcelero.com