

# Terms & Conditions

## Nova Gigabit Fibre Business Broadband (2019 Gigabit Promotion)

### Definitions:

“Nova Telecom”, “Nova Telecom”, “Nova” Nova Networks Ltd T/A Nova Telecom and any subcontractor acting on behalf of Nova Networks Ltd T/A Nova Telecom

“Customer” The customer of Nova Telecom named in the order form with which the service(s) was (were) ordered.

“Switch-On Date” Date given by Nova Telecom for commencement of service(s).

“Service” The service(s) that the customer has ordered from Nova Telecom, terminating at the CPE (router) supplied by Nova Telecom.

“Normal Working Hours” 9am – 5pm, Monday – Friday, excluding public holidays.

“Equipment” Fibre optic cable, patch leads, ONT, CPE router, cabling, junction boxes, wall outlets, power supplies, connectors and any other devices or items supplied by Nova Telecom or a wholesale partner for the provision of the service.

“Minimum Period” A period of 12 months from the Switch-On Date.

“Licence Agreement” The signed order form coupled with these Terms & Conditions.

### Terms & Conditions:

#### 1. Installation & General

1.1 Nova Telecom will make all reasonable efforts to provide the Service on or before the Switch-On Date, however no responsibility is taken for any consequences of a change in the Switch-On Date.

1.2 Nova Telecom will make all reasonable efforts to provide the Service, however the service is provided on an “as-is” basis and no warranty is given as to merchantability or suitability for any particular purpose.

1.3 Nova Telecom will make all reasonable efforts to safeguard the privacy of any communications performed by the Customer using the Service, however, as with most internet communications, it may be necessary to inspect or modify communications on the Service either manually or electronically for the purposes of, but not limited to, continued effective operation of the network, maintenance or cooperation with law enforcement agencies.

1.4 Nova Telecom reserves the right to use subcontractors or wholesale partners for the purpose of provision of the service at its own discretion.

1.5 The Customer is responsible for obtaining all necessary rights and permissions for access, running of cable, mounting of Equipment for the installation of the service and also ongoing access for the purposes of maintaining and recovering Equipment. The Customer accepts all responsibility for issues arising out of failure to obtain same.

1.6 The Customer will provide at no cost to Nova Telecom, any electricity required at the Customer’s site, necessary for the provision of the Service.

1.7 The Customer will keep the areas that house Equipment clean and dry and in a state suitable for the accommodation of telecommunications equipment and will ensure that the Equipment is not damaged. The Customer takes full responsibility for damage to the equipment and warrants that any damage will be made good at the Customer’s cost, including replacement of the Equipment with associated labour/call-out costs if necessary.

1.8 The Customer agrees not to resell or allow the use of any part of the Service without written consent from Nova Telecom.

1.9 The Customer agrees to use the Service subject to any applicable legislation, laws or rules and to indemnify Nova Telecom from the result of any breach of same.

1.10 The Customer agrees to use the Service subject to the Acceptable Usage Policy as available from Nova Telecom’s website.

1.11 The Customer agrees that Nova Telecom is not responsible in any way for any networking, computer, telecommunication, software or other electronic equipment at the Customer’s premises and that any malfunction of same can not be attributed to the Service and that no troubleshooting or repairs of same will be entered into by Nova Telecom.

1.12 The Customer agrees that malfunctioning of individual websites or other third-party services accessed using the Service is not the responsibility of Nova Telecom.

1.13 The customer's entitlement to support is defined in the knowledge base on the Nova Telecom website. The customer should read this knowledge base to familiarise themselves with their entitlement to support. Note in particular that package speeds quoted are "Up To" speeds and are not guaranteed. The Customer acknowledges that speeds attained are dependent on many factors, including customer device capabilities, Customer network capabilities, etc. The customer acknowledges that very high-speed broadband services, such as those provided using Fibre to the Premises (FTTP) can not be accurately speed tested using public speed test websites, due to limitations of end-user devices, such as phones, tablets or PCs and that speed test results will not be entertained as evidence of an issue with the service. In the event of a customer requesting confirmation that their service is running at the appropriate speed, Nova Telecom will query the wholesale provider for details of the line speed and will confirm that it is running at the appropriate speed. No further investigations will be undertaken regarding line speed. The Customer acknowledges that speeds achieved over wired ethernet will be fastest and that wifi speeds will vary based on distance from the router, the amount of users connected and other electrical devices that may be using the same wireless channel e.g. cordless phones or baby monitors, or neighbour's wifi devices.

1.15 The service is dependent on continued connectivity to the SIRO FTTP network and we can not be responsible for discontinuation of service due to problems with the cable path.. This includes (but is not limited to) any building being erected or any tree growth in the cable path. If an obstruction to the cable run occurs, we will advise the customer upon becoming aware of same and will recommend a course of action if available, but Nova Telecom will not be liable for any costs or labour to remedy same. Primacy of the ESB Networks electricity network is ensured and where a SIRO line hinders the ESN network in any way, the ESB may elect to remove this SIRO line.

1.16 The 2019 Gigabit promotion allows the Customer to avail of 1Gbps line speed at a special offer price for a period of 12 months, after which the service will be downgraded automatically to 150Mbps or the equivalent prevailing wholesale offering at the time. The Customer will be free to choose another package at that time.

1.17 The Customer permits Nova Telecom to contact them by phone, email, SMS or other means for the duration of their availing of the Service.

## 2. Title

2.1 The Equipment remains the property of Nova Telecom or SIRO at all times and is lent to the Customer for the duration of provision of the Service subject to these terms and conditions.

2.2 On cessation of the Service, Nova Telecom or SIRO will not be obliged to remove any equipment from the Customer's premises, however, if Nova Telecom or SIRO chooses to remove the Equipment, the Customer agrees to provide access for same.

2.3 IP addresses assigned to customers are hired by Nova Telecom for the duration of the service. At cessation of the service, all addresses will be taken over for other usage by Nova Telecom and no responsibility is assumed by Nova Telecom for any disruption caused.

2.4 Nova Telecom will endeavour not to change the IP address(es) assigned to the Customer, however, if for any reason this becomes necessary, no responsibility is assumed by Nova Telecom for any disruption caused.

## 3. Fees & Payments

3.1 The Customer agrees to pay for the Service according to the rates published and advised at point of sale.

3.2 All payments are to be made using the payment method required by Nova Telecom.

3.3 Unless stated to the contrary, all published prices exclude VAT and bank processing fees where applicable.

3.4 Fees for the Service will be paid in advance. For the Gigabit promotion, the first two months' service fee are to be paid at point of sale.

3.5 The Customer agrees that if she does not pay fees on time that the Service may be suspended, altered or degraded and that any costs arising from these activities or from the collection of fees will be payable by the customer.

3.6 The Customer agrees to give one month's notice to Nova Telecom of cancellation of the contract. If the Customer does not provide this notice, the Customer will be required to make payment in lieu of one month's subscription fee.

3.7 In the event of the Customer cancelling the Service (or their direct debit mandate) before the end of the Minimum Period, the Customer will be liable to pay all monthly fees due until the end of the Minimum Period. This fee will be payable within 30 days of cancellation and will be pursued vigorously by Nova Telecom.

#### 4. Suspension of Service

4.1 Nova Telecom or SIRO may at any time suspend the service if it is required to do so for safety reasons or maintenance purposes or on non-payment of fees or for licencing reasons or for legal reasons or for financial reasons. Nova Telecom may terminate this agreement or the Service at any time for any reason whatsoever.

4.2 Upon termination of this agreement or cancellation or suspension of the Service, the Customer agrees to stop using the Service and agrees to allow Nova Telecom to terminate the Service immediately and to cease using the Equipment immediately and agrees to allow Nova Telecom to remove the equipment in a timely manner at Nova Telecom' discretion and agrees that Nova Telecom will not be held responsible for loss of information, communications, data or business as a result of termination of the service. The Customer agrees that failure to return any of the Equipment may result in fees payable to Nova Telecom for replacement of same.

4.3 Any content hosted or carried by Nova Telecom as part of the Service, including but not limited to web pages, scripts, images, files or emails will be deleted on cessation of the service at Nova Telecom discretion.

4.4 Nova Telecom may take action to suspend the Service if malicious traffic is seen to emanate from or target the Customer's network, including but not limited to virus or worm-generated traffic, unsolicited emails or spam. If the said traffic is emanating from the Customer's network, Nova Telecom will not be obliged to reinstate the Service until the source of the malicious traffic is identified and stopped and Nova Telecom will not be liable for any loss as a result of the suspension of the Service.

#### 5. Limitation of Liability

5.1 Nova Telecom does not provide any assurances or warranties or insurances of the merchantability of the Service or the suitability of the Service for any purpose. Nova Telecom does not guarantee continuous access to the Service and shall not be liable for the Customer's inability to access the Service at any time or failure to provide the Service.

5.2 Nova Telecom is not responsible for or liable for any damages or loss of Service caused by matters outside the reasonable control of Nova Telecom. Reasonable control includes but is not limited to lightning, weather, climate, flooding, fire, terrorism, vandalism, acts of government, industrial disputes, performance of external communications networks or other outsourced services.

5.3 On no account will any liability, fee or refund payable by Nova Telecom to the Customer exceed the total amount paid by the Customer to Nova Telecom.

5.4 Nova Telecom will not be liable for any losses or damages suffered by the Customer as a result of use of the Service.

5.5 Nova Telecom will not be liable for any penalties, costs, custodial sentences or other liabilities imposed as a result of the Customer's use of the Service.

5.6 The Customer agrees to hereby indemnify Nova Telecom of any liability for damage to devices or software at the Customer's premises as a result of interconnection with the Equipment.

## 6. Phone Service

6.1 Nova Telecom uses voice over internet protocols to connect the customer to the PSTN phone network via our telephone switch. The quality of a voice over internet service should be comparable to a typical mobile phone connection or better. If customers experience any voice quality issues, they should be reported to Nova Telecom. Nova Telecom does not warrant that the service will be suitable for any particular purpose and does not guarantee that the service will be free of interruption caused by power failures, network faults, supplier failures, scheduled or unscheduled maintenance, etc.

6.2 Geographic (021, etc) numbers that are ported to Nova Telecom from other providers can be ported to another provider in future if required, as long as all amounts due to Nova Telecom (at our determination) are fully paid. Nova Telecom can provide new geographic numbers to customers who do not wish to port a number or who want a second line. These numbers may not be portable to other providers. Customers should wait to verify service before having numbers published on signs, adverts, stationery, etc. Nova accepts no responsibility for losses incurred by loss of, inability to acquire or inability to maintain any particular phone number.

6.3 If customers wish to maintain their number in the National Directory Database, an NDD form must be submitted to Nova Telecom. This form is available on request.

6.4 Customers must familiarise themselves with pricing tariffs as published on the Nova Telecom website from time to time and must accept all responsibility for charges incurred by phone usage from their connection. The subscriber is responsible for all charges arising from the use of the service whether or not incurred by the subscriber personally.

6.5 Only voice over internet hardware supplied by Nova Telecom can be used with the Nova phone service. (For third-party VOIP services, the Customer can use whatever hardware or software they wish). Nova will supply this hardware to the customer at the published price at which point the ownership of the device will pass to the customer. As a condition of access to our network, the management interface of the hardware will be locked down for Nova remote support only when supplied however on cessation of the service, a password will be

supplied to the customer in order to unlock the hardware if requested. If a customer resets the hardware to factory defaults while subscribing to the service, they will have to deliver at their cost the hardware to Nova's office for re-provisioning which may take up to 5 working days and will incur a fee of €12.50 including postage back to the customer. These conditions are in place in order to reduce support burden and maintain an orderly network. Where a device is reported by a customer to be faulty, they must ship the device back to Nova's office at their cost. Upon testing the device if a fault is found, Nova will replace or repair the device within one week of receipt and refund up to €10 for postage to Nova. If the device functions in our test environment, a "no fault found" will be declared at which point the customer will be liable for postage of the device back to the customer, to a maximum of €10.

6.6 Due to the nature of voice over internet, the emergency services may not be able to determine the exact location of a caller, therefore a caller must inform the emergency services of their location when calling. No guarantee can be made about the reliability of calls to emergency services, therefore a backup phone system (e.g. mobile) should be kept available. Customers are reminded in particular that if they have no power supply, voice over internet systems will not work.

6.7 Nova Telecom to the fullest extent permitted by law, fully disclaim and assume no responsibility or liability (and shall in no event have any liability in respect of) any loss or damage whether direct, indirect, special, consequential or otherwise caused by use of the phone service, porting of number from or to other service providers or from incorrect or omitted telephone numbers, incorrect or omitted wording.

6.8 Faxes, Sky diallers and monitored alarms may not work on the voice over internet service.

## 7. Law

7.1 This Licence Agreement shall be governed by Irish Law.

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Nova Networks T/A Nova Telecom.

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