



novanetworks

**601 Harbour Point Business Park,
Little Island
Co. Cork.**

**Terms & Conditions for
AirMAX, HomeMAX, Home Express, BusinessMAX, Business Express Broadband:**

Definitions:

“Nova Networks”, “Nova” Nova Networks Ltd and any subcontractor acting on behalf of Nova Networks Ltd

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

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

“Service” The service(s) that the customer has ordered from Nova Networks, terminating at the Ethernet port of the subscriber unit as owned by Nova Networks.

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

“Equipment” Subscriber units, antennae, radio equipment, masts, poles, brackets, cabling, junction boxes, wall outlets, connectors and any other devices or items supplied by Nova Networks 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 Networks 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 Networks 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 Networks 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 Networks reserves the right to use subcontractors for the purpose of provision of the service at it’s 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 Networks, 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 if necessary.
- 1.8 The Customer agrees not to resell or allow use of any part of the Service without written consent from Nova Networks.
- 1.9 The Customer agrees to use the Service subject to any applicable legislation, laws or rules and to indemnify Nova Networks 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 Networks on request.
- 1.11 The Customer agrees that Nova Networks 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 Networks.
- 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 Networks.
- 1.13 The customer's entitlement to support is defined in the knowledge base on the Nova Networks website. The customer should read this knowledge base to familiarise themselves with their entitlement to support.
- 1.14 If the Customer is consuming an unreasonable amount of bandwidth at Nova Networks' discretion, or if the customer exceeds their allotted bandwidth allowance, whether or not that the Customer is causing degradation to other users of Nova Networks' products or services or network (as deemed by Nova Networks), Nova Networks reserves the right to take any action necessary to remedy the situation, including but not limited to rate-limiting, requiring the Customer to upgrade to a higher level of service at the appropriate price or termination of the Service.
- 1.15 Our service is dependent on line of sight from the customer's premises to one of our transmitters. If any obstruction to line of sight occurs, Nova Networks is not liable to remedy this obstruction. This includes (but is not limited to) any building being erected or any tree growth in the signal path. If an obstruction to line of sight occurs, we will advise the customer upon becoming aware of same and will recommend a course of action if available, but Nova Networks will not be liable for any costs or labour to remedy same.

2. Title

- 2.1 The Equipment remains the property of Nova Networks 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 Networks will not be obliged to remove any equipment from the Customer's premises, however, if at Nova Networks' discretion, it chooses to remove equipment, the Customer agrees to provide access for same.
- 2.3 IP addresses assigned to customers are hired by Nova Networks for the duration of the service and may be owned by Nova Networks or its upstream providers. At cessation of the service, all addresses will be taken over for other usage by Nova Networks and no responsibility is assumed by Nova Networks for any disruption caused.
- 2.4 Nova Networks 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 Networks for any disruption caused.

3. Fees & Payments

- 3.1 The Customer agrees to pay for the Service according to the rates published on the Nova Networks website from time to time.
- 3.2 All payments are to be made using the payment method required by Nova Networks.
- 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.
- 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 Networks 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 Networks Ltd.

4. Suspension of Service

- 4.1 Nova Networks 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 or if the Customer is, in Nova Networks' view, in violation of the Acceptable Usage Policy as published and amended from time to time on the Nova Networks website.

4.2 If Nova Networks is required to suspend the service due to violation, in Nova Networks' view, of the Acceptable Usage Policy as published and amended from time to time on the Nova Networks website and the date of suspension is 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 suspension of the Service.

4.3 Nova Networks may terminate this agreement or the Service at any time for any reason whatsoever.

4.4 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 Networks to terminate the Service immediately and to cease using the Equipment immediately and agrees to allow Nova Networks to remove the equipment in a timely manner at Nova Networks' discretion and agrees that Nova Networks 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 Networks for replacement of same.

4.5 Any content hosted or carried by Nova Networks 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 Networks discretion.

4.6 Nova Networks 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 Networks will not be obliged to reinstate the Service until the source of the malicious traffic is identified and stopped and Nova Networks will not be liable for any loss as a result of the suspension of the Service.

5. Limitation of Liability

5.1 Nova Networks 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 Networks 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 Networks is not responsible for or liable for any damages or loss of Service caused by matters outside the reasonable control of Nova Networks. 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 Networks to the Customer exceed the total amount paid by the Customer to Nova Networks.

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

5.5 Nova Networks 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 Networks 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 Networks 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 Networks. Nova Networks 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 Networks from other providers can be ported to another provider in future if required, as long as all amounts due to Nova Networks (at our determination) are fully paid. Nova Networks 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 Networks. This form is available on request.

6.4 Customers must familiarise themselves with pricing tariffs as published on the Nova Networks 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 Networks can be used with the phone service. 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 Networks 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.