

## **Airwave Internet**

### **Acceptable Usage Policy**

**Please read these conditions carefully. They set out the terms under which Airwave Internet's Internet access and other Internet services provided by Airwave Internet on an ongoing basis are made available.**

#### **1. Interpretation**

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

**Acceptable Usage Policy, ("AUP")**, shall mean the usage policy as on Airwave Internet's website, also

described in this Agreement as AUP;

**Access Point ("AP")** means the wireless telecommunications link between the Customer Equipment

and the Network;

**Agreement**, shall mean in order of precedence, this Acceptable Usage Policy, Terms and Conditions,

the Customer Contract Form and any other document signed by both Parties which is expressly stated

to form part of this Agreement;

**Airwave Internet Equipment** means equipment placed on a Site by Airwave Internet in connection with the provision of the Service;

**Airwave Internet, Airwave, "we", or "us"** shall mean the provider of the Service being Lackabeha Services Ltd., trading as Airwave Internet, and in this agreement referred to as Airwave Internet of Lackabeha, Carrigtwohill, Co. Cork

**Airwave Internet Website** is available at [www.airwaveinternet.net](http://www.airwaveinternet.net)

**Application Form** means the Application Form on which the Customer specifies Goods or the

Service(s) required;

**Authorised User** shall mean anyone registered and authorised to use the Service;

**Charge** means the amount specified as payable by the Customer for Goods and/or connection to a

service to which such a charge is applicable;

**ComReg** Commission for Communications Regulation (formerly ODTR), the national regulatory

authority for the telecommunications market in Ireland;

**Conditions** shall mean these terms and conditions and those specified in the separate Airwave Internet

"Terms and Conditions" document and Customer Contract Forms documents;

**Confidential Information** shall mean all information (whether oral or written) designated as such by

the disclosing party together with all other information which relates to the business, affairs, customers,

products, developments, trade secrets, know-how and personnel of the disclosing party which may be

regarded as the confidential information of the disclosing party;

**Connection Details** shall mean the password identity and or account formula including but not limited

to user name and authorisation codes which are given exclusively to the Customer and the Customer's

connected equipment identity (e.g. MAC address) collected from the Customer for the purposes of gaining access to the Network.

**Content** shall mean information, video graphics, sound, music, photographs, software and any other

materials (in whatever form) published or otherwise made available on the Internet;

**Continuation Periods** shall mean successive periods of one year, during which the Agreement is

continued after the expiration of the Minimum Period or the previous Continuation Period, each such

period being referred to as a Continuation Period;

**Customer, you** means the company, corporation, individual, or other legal entity so named on the

Customer Contract Form and anyone reasonably or by implication appearing to Airwave Internet to be

acting with that entity's authority;

**Customer Equipment** means all computer hardware, software, cabling, apparatus and facilities

provided by the Customer to enable the Customer to link to the Network Connection;

**Customer Information** means data, information, video, graphics, sound, music, photographs, software

and any other materials (in whatever form) transported over the Network by the Customer;

**Domain Name** shall mean a name registered with an Internet registration authority for use as part of

the Customer's URL;

**Emergency**, shall mean a situation where in Airwave Internet's sole view there has been, is or may be an

immediate threat of serious harm or damage to the Network, facilities or property of Airwave Internet or

property managed or under the control of Airwave Internet or its customers;

**Goods** means the articles or things to be sold by Airwave Internet to the Customer under the terms of this

Agreement including but not limited to the Software, and any medium on which it is contained;

**Information** shall include but shall not be limited to ideas, information, inventions, specifications and

dialogue in a form in which it can be processed through the Network;

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

protocol suite;

**Internet Connection** shall mean the Customer's connection with the Network;

**Internet Standards** shall mean the applicable protocols and standards defined by the Internet

Engineering Task Force (IETF) and any other applicable protocols and standards;

**ISP** means an Internet Service Provider;

**Line of Site** means a clear unobstructed view between the subscriber unit located on the Customer's

premises and the Airwave Internet radio transmitter/receiver;

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

Date;

**Network** shall mean that collection of access equipment, computers, special interfaces and agreements

that belong to and are controlled by Airwave Internet and make up both the logical and physical

connection between the end customer and the information provider;

**Network Connection** means all Airwave Internet's cabling, interface panels, cabinets, systems, apparatus, facilities and any other equipment which may be utilised by Airwave Internet to provide the Service;

**NTP** means a network terminating point, which is the physical point at which traffic exits the Service;

**Operational Service Date** means the date when a Service is first made available to the Customer at a

Site or the date when the Customer first starts to use a Service whichever date is the earlier;

**Other Network(s)** means that collection of telecommunications lines and/or computers and/or special interfaces and/or equipment and agreements that belong to and are controlled by a third party;

**Party** means either Airwave Internet or the Customer;

**Parties** mean both Airwave Internet and the Customer;

**Planned Maintenance** shall mean any work planned in advance to be carried out by Airwave Internet or on behalf of Airwave Internet which will cause the availability of the Service to be suspended;

**Service** means a service or, where appropriate, part of a Service as outlined in the Customer Contract

Form to this Agreement;

**Site(s)** means the property (properties) at which Airwave Internet agrees to provide the Service;

**Software** means any software provided by Airwave Internet to enable the Customer to access or use the Service;

**Subsidiary or Holding Company** shall mean that company or companies as defined under section 155

of the Companies Acts 1963 as amended, save that the term "company" as used therein shall be taken

to refer to any body corporate;

**Tariff Sheet** means the price list for the provision of the Service(s);

**Third Party Information** means data, information, video, graphics, sound, music, photographs,

software and any other materials (in whatever form) not owned or generated by or on behalf of the

Customer, transported over the Network (or otherwise) during the Customers use of the Service;

**URL** shall mean a Uniform Resource Locator, which is the full address for a web site;

**VAT** shall mean Value Added Tax;

**Working Day** means every day of the week excluding Saturday, Sunday and statutory holidays;

1.2 The headings in this Agreement are inserted only for convenience and shall not

affect its construction.

1.3 Where appropriate words denoting a singular number only shall include the plural and vice versa.

1.4 Reference to any statute or statutory provision includes a reference to the statute or statutory provisions as from time to time amended, extended or re-enacted.

## **2. Duration**

2.1 This Agreement is effective from the date of signature of the Contract Form by the Parties and shall come into full force and effect upon the Operational Service Date and shall continue for the Minimum Period and thereafter for one or more Continuation Periods until terminated in accordance with clause 29.

2.2 Airwave Internet will endeavour to provide the Service by the date agreed with the Customer but all dates are estimates and Airwave Internet accepts no liability for failure to meet those dates.

## **3. Obligation to Provide Goods and Service(s)**

3.1 The Customer agrees that access to services and Airwave Internet networks is allowed at the sole discretion of Airwave Internet. Airwave Internet reserves the right, at its sole discretion to refuse certain customers access to certain services if Airwave Internet considers it likely that allowing the customers in question to access the services and Airwave Internet works would be likely to lead to a breach of the terms of this Acceptable Usage Policy.

3.2 The Customer agrees to provide true, accurate, current and complete information which the Customer is required to provide when registering as a User of Airwave Internet ("User Information"); and notify Airwave Internet immediately of any changes to the User Information.

3.3 The Customer agrees not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

3.4 Airwave Internet reserves the right to terminate your account (including user name and password) if any User Information is untrue, inaccurate, out-of-date or incomplete.

3.5 Notwithstanding that Airwave Internet may have given a detailed quotation, no request for the provision of the Service and no order for the supply of Goods shall be binding on Airwave

Net unless and until it has been accepted in writing by Airwave Internet.

3.6 Airwave Internet's catalogues, brochures, leaflets or correspondence are for information purposes

only and the documents collectively making up the Agreement shall be the only documents

setting out the terms of the Agreement between the parties. Airwave Internet may make

reasonable variations to the service without notice, and the service and/or the goods so varied

shall be accepted as complying with this agreement.

## **GOODS**

### **4. Delivery**

4.1 The period for delivery of Goods shall be the period within which the Goods are intended to

be dispatched from Airwave Internet's premises and shall be calculated from the time of the

receipt by Airwave Internet of the Application Form or from the receipt of all necessary information to enable Airwave Internet to manufacture or procure the manufacture of the Goods

whichever shall be the later and the Customer shall take delivery of the Goods within that

period.

4.2 If for any reason the Customer is unable to accept delivery of the Goods at the time when the

Goods are due and ready for delivery Airwave Internet may at its sole discretion without prejudice to its further rights store the Goods at the risk of the Customer and take all reasonable steps to safeguard and insure them at the cost of the Customer provided that the

Customer shall be immediately informed thereof.

4.3 Airwave Internet shall have the right to make delivery by instalments of such quantities and at

such intervals as it may decide and to submit invoices to the Customer in respect of each

separate instalment, and any express provision as to instalments in the Agreement shall be in

addition to and not in derogation of this right.

4.4 Unless otherwise stated Charges are exclusive of carriage and insurance to the Customer's

premises and delivery shall take place at Airwave Internet's premises.

### **5. Passing of Title and Risk**

5.1 From the time of delivery, the Goods shall be at the risk of the Customer who shall be solely

responsible for their custody and maintenance but unless otherwise expressly agreed in writing, title in the Goods shall not pass to the Customer until Airwave Internet has received in

cash or cleared funds payment in full settlement for all sums due under this Agreement.

5.2 Until title in the Goods shall have passed to the Customer in accordance with clause 5.1, the

Customer shall:

5.2.1 hold all Goods as fiduciary agent and bailee and

5.2.2 keep such Goods separate from those of the Customer or any other person stored, protected and identified as the property of Airwave Internet

5.2.3 keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business for which the Goods have been supplied in an amount at least equal to the balance of the price for the same from time to time remaining outstanding.

5.3 At all times Airwave Internet shall be entitled to require the Customer to deliver up or to recover

directly the Goods in which title has not passed to the Customer and for that purpose the Customer hereby grants to Airwave Internet its agents and employees an irrevocable license to

enter any premises where such Goods are stored in order to repossess the same.

5.4 If in the normal course of business the Customer would sell the Goods to a third party then he

would do so as agent and trustee for Airwave Internet and hold on trust absolutely for Airwave Internet all the rights and benefits arising under such sale and further shall retain out of the

proceeds of such sale the amount due to Airwave Internet in a separate identified bank account as

a trustee for Airwave Internet.

5.5 Notwithstanding that title in Goods has not passed to the Customer, Airwave Internet shall be

entitled at any time to maintain an action against the Customer for the price of Goods supplied

by Airwave Internet to the Customer.

5.6 Airwave Internet retains Title and Ownership of all gear that enables the NTP in the Customers

premises.

## **6. Defective Goods**

6.1 No liability for non-delivery, loss or damage to the Goods occurring prior to delivery or for

any claim that the Goods are not in accordance with the Agreement will attach to Airwave Internet unless claims to that effect are notified in writing by the Customer to Airwave Internet (and

in the case of claims for non-delivery loss or damage, with a copy to the carrier if Airwave

Net's own vehicles have not been used to deliver the Goods): -

6.1.1 within thirty days of delivery for loss, damage or non-compliance with the Agreement or

6.1.2 for non-delivery, within ten days of the date of the invoice

6.2 If the Customer shall fail to give notice in accordance with clause 6.1 the Goods shall be

deemed to be in all respects in accordance with the Agreement and the Customer shall be

bound to accept and pay for the same accordingly.

6.3 In the event of a valid claim for non-delivery, loss, damage or non-compliance with the

Agreement, Airwave Internet undertakes at its option either to credit the full price for the Goods

to the Customer; or to repair, re-configure, re-supply or replace the Goods at its expense but

shall not be under any further or other liability to any person in connection with such nondelivery,

loss, damage or non-compliance.

6.4 Airwave Internet's obligations contained in clause 6.3 are subject to:

6.4.1 the Goods having been used in an appropriate manner and/or as prescribed in the operating instructions (if any); and

6.4.2 faulty parts being returned to Airwave Internet at the Customer's expense if so requested; and

6.4.3 the Goods not having been modified or repaired except by Airwave Internet or otherwise interfered with.

6.5 Where the Goods are delivered by instalments any defect in any instalment shall not be a ground for cancellation of the remainder and the Customer shall be bound to accept delivery thereof.

## **SERVICE**

### **7. Provision of Service**

7.1 Airwave Internet will provide the Customer with the Service upon the terms of this Agreement.

7.2 Provision of the Service may depend upon a satisfactory Site survey, installation of Airwave

InterNet Equipment and subsequent activation of the Service.

7.3 Airwave Internet will provide the Service with the reasonable skill and care of a competent

Internet service provider.

7.4 It is technically impracticable to provide a fault free Service and Airwave Internet does not

undertake to do so. Airwave Internet will however endeavour to remedy any faults which significantly impair performance in so far as same may be attributable to any aspect of the

Goods or Service over which Airwave Internet has control

7.5 Occasionally for operational, technical, commercial or other reasons Airwave Internet may:

7.5.1 change the codes and the numbers allocated to the Customer or alter or vary the technical specification or any other aspect(s) of the Service

7.5.2 suspend or terminate Service immediately without notice

7.5.3 give the Customer instructions which it believes are necessary

Airwave Internet will give the Customer as much notice as is possible before taking any of the

above actions and whenever practicable will agree a time for suspension of the Service with

the Customer.

7.6 Line of Sight is required to provide Airwave Internet Service. Line of Site is defined as a clear

unobstructed view between the subscriber unit located on the Customer's premises and the

Airwave Internet radio transmitter/receiver. Airwave Internet shall not be liable should any

obstructions or topographical changes arise, which are beyond Airwave Internet's control.

### **8. Airwave Internet Equipment**

8.1 The Airwave Internet Equipment remains the property of Airwave Internet at all times.

### **9. Connection of Equipment to the Service**

9.1 Any Customer Equipment must be connected and used in accordance with any instructions

and any safety or security procedures applicable to the use of such equipment, and must be

technically compatible with that Service and approved for that purpose under any relevant legislation.

## **10. Access and Site Regulations**

10.1 Anyone acting on Airwave Internet's behalf will observe any of the Customer's reasonable site regulations that have previously been advised in writing to Airwave Internet. In the event of any conflict between the site regulations and these Conditions, these Conditions shall prevail.

## **11. Use of the Service**

11.1 The Service is provided solely for the Customer's own use (including use by Authorised Users) and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to any third party unless otherwise expressly agreed by the Parties.

11.2 The Customer shall only access the Service through the Software or otherwise as permitted by Airwave Internet and shall not attempt at any time to circumvent Service security or to gain access to the source software or compiled code.

11.3 The Service must not be used for any purpose that:

11.3.1 does not comply with the terms of any legislation or any licence applicable to the Customer or Airwave Internet; or

11.3.2 does not comply with any instructions given by Airwave Internet or other public telecommunications operator, government, governmental or other regulatory or other competent authority in any country where the Service is provided; or

11.3.3 would put Airwave Internet in breach of the terms of any agreement between Airwave Net and any backbone service provider; or

11.3.4 constitutes a violation or infringement of the rights of any person, firm or company (including, without limitation, rights of copyright or confidentiality) or a violation or infringement of any statutory duty or obligation or any duty or obligation in contract, tort or otherwise, to any third party; or

11.3.5 constitutes a use of the Service which is illegal, improper, unlawful, or harassing or

which otherwise constitutes network abuse, and the Customer shall be responsible for any such misuse of the Service.

11.4 The Service must not be used:

11.4.1 to send, receive, upload, download, use or re-use any Customer Information, Third

Party Information or other information or material which is illegal, fraudulent, offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; or

11.4.2 to cause annoyance, inconvenience or needless anxiety; or

11.4.3 to send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided using the Service, where applicable, by any third party that are in any way connected with the transmission of "junk mail" "spam", "chain letters", "pyramid schemes" or the unsolicited mass distribution of e-mail, or with any unethical marketing practices;

or

11.4.4 other than in accordance with the AUP and the acceptable usage policies of any connected networks and the Internet Standards

11.4.5 in a manner that would jeopardise the operation of the Network.

11.5 Airwave Internet's performance obligations under this Agreement shall be solely to the Customer,

and not to any third party. Accordingly, to the extent not prohibited by law, and without prejudice to the general indemnity pursuant to the provisions of clause 26.1 the Customer

agrees to indemnify, defend, and hold Airwave Internet harmless against and from all liabilities

and costs (including reasonable legal fees) arising from any and all claims by any such third

party in connection with the Services regardless of the form of action, whether in contract, tort

(including Airwave's active or passive negligence), warranty, or strict liability arising from the provisions of the Service which are brought or threatened against Airwave Internet by a third

party, including, inter alia, because:

11.5.1 the Service is used in breach of the provisions of this clause 11 and/or

11.5.2 the Service is faulty, and/or cannot be used by that third party.

11.6 The Customer shall notify Airwave Internet of any such claims or proceedings and keep Airwave

Net informed as to the progress of such claims or proceedings.

11.7 The Customer must not gain or attempt to gain unauthorised access to any computer systems

for any purpose, including accessing the Internet. As well as being in breach of your contract

for the particular service, such hacking or attempted hacking is a criminal offence. You must

not run Port Scanning software which accesses remote machines or networks, except with the

explicit prior permission of the administrator or owner of such remote machines or networks.

"Port Scanning is an activity, which by using a particular type of software gives the user the

ability to scan the computer system of another Internet user. The purpose of which can be (but

is not limited to), obtaining passwords and usernames, remotely controlling that computer or

destroying data on that computer. "This includes using applications capable of scanning the

ports of other Internet users. If you intend to run a port scanning application, you must provide

Airwave Internet with a copy of the written consent received from the target of the scan authorising the activity. This must be supplied to Airwave Internet prior to the application being

run.

## **GENERAL**

### **12. Customer's Rights and Obligations**

12.1 The Customer agrees to pay the Charges and any sums due in accordance with the provisions

of the Agreement.

12.2 With the exception of the Airwave Internet Equipment and the Software, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment (where applicable) and services necessary to access and use the Service.

12.3 The Customer shall be responsible for the provision and maintenance of all Customer's Equipment, associated cabling and connection to the NTP necessary for the provision and use

of the Service and shall undertake identified modifications under clause 13.1, such modification to be at the Customer's own cost.

12.4 The Customer shall be responsible for the safe-keeping and proper use of the Airwave Internet

Equipment, and the Customer shall pay for the replacement and or repair of any such apparatus which is lost, damaged (otherwise than by fair wear and tear) or destroyed and

Airwave Internet's charge for replacement of the apparatus shall be at Airwave Internet's discretion,

together with a charge for materials for the replacement or repair of the apparatus.

12.5 The Customer shall be responsible for configuring the Customer Equipment (e.g. computer

equipment) with the Software and shall ensure that the Customer Equipment complies with all

requirements specified by Airwave Internet during the provision of Service.

12.6 The Customer shall return all Airwave Internet Equipment to Airwave at the termination of this

agreement upon request (howsoever that termination may occur and whether lawful or not),

and hereby grants Airwave Internet full licence to enter any place where such Airwave Internet

Equipment may be for the purpose of inspecting, disconnecting and removing any equipment

not so returned and further undertakes to indemnify and hold Airwave Internet harmless against

all costs of so doing.

12.7 The Customer undertakes at its own expense:

12.7.1 To obtain all necessary consents, including consents to install and connect all necessary equipment and for any necessary alterations to buildings to enable the installation and use of Airwave Internet Equipment;

12.7.2 To provide suitable accommodation, foundations and environment including all necessary trunking, conduits and cable trays in accordance with the relevant installation standards;

12.7.3 To take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as Airwave Internet advises are necessary, and carry out afterwards any making good or decorator's work required;

12.7.4 To provide all appropriate support for the Service to include but not to be limited to

appropriate electricity supply together with a detailed map marking the position where the Airwave Internet Equipment is to be installed and ensure that the Airwave Net Equipment which is used does not damage or interfere with any other services such as electric cables etc.

12.7.5 To complete all preliminary preparation work.

12.7.6 To be responsible for the Airwave Internet Equipment and not to add to, modify or in

any way interfere with the Airwave Internet Equipment. The Customer will be liable to Airwave Internet for any loss of or damage to the Airwave Internet Equipment, except where such loss or damage is due to fair wear and tear or is caused by the negligent or wilful act or omission of Airwave Internet, its agents, employees or subcontractors.

12.7.7 To provide a suitable and safe working environment for anyone acting on Airwave Net's behalf;

12.7.8 To inform Airwave Internet, in advance, of existing facilities (where appropriate) which

run the risk of being damaged during the installation of the Network Connection and provision of a Service;

12.7.9 To make available to Airwave Internet, at no charge, all equipment, space and other

resources as may be reasonably required by Airwave Internet to enable Airwave Internet to

provide the Service;

12.7.10 To use the Service strictly in accordance with this Agreement and clause 11 in particular, and in accordance with the Acceptable Usage Policy and the instructions provided by Airwave Internet;

12.7.11 To ensure that the Network Connection is housed in accordance with Airwave Internet's instructions;

12.7.12 To permit access to any Site, to anyone acting on Airwave Internet's behalf, on production of a valid identity card, to enable Airwave Internet to carry out its obligations under this Agreement, and/or to inspect, repair, maintain, test or remove the Network Connection or the Airwave Internet Equipment or any part thereof. Airwave Internet will normally only require such access during its usual working hours but may, on reasonable notice, require the Customer to provide access at other times;

12.7.13 Not to create or permit any charges, pledges, liens or encumbrances of any kind to be

placed on the Network Connection. Title to the Network Connection shall at all times remain with and belong to Airwave Internet;

12.7.14 Not to allow the Network Connection to be serviced, repaired, or otherwise interfered

with other than by an authorised representative of Airwave Internet;

12.7.15 Not to interfere with any labels or warnings on the Network Connection;

12.7.16 Upon and after termination of the Agreement to allow Airwave Internet access to remove all Airwave Internet Equipment. Should any alteration of the Site have occurred in order to facilitate the Service, the Customer shall make all reasonable efforts to restore the Site to the same physical state as prior to delivery of Service;

12.7.17 To inform Airwave Internet of any change of name, address and/or telephone number of

the Customer;

12.7.18 To provide and to maintain the provision during the currency of this Agreement, at

it's own expense, all electricity supply required for the maintenance and operation of the service and the Airwave Internet Equipment at the points and with the connections specified by Airwave Internet.

12.7.19 To keep secure all information relating to Authorised Users it acquires using the

Service; and

12.7.20 To keep personal data or other information subject to the Data Protection Act 1988,

as amended, in accordance with all applicable Data Protection and privacy requirements (of whatever jurisdiction) and not use or disclose such information for any unlawful purpose.

12.8 The Customer shall be responsible for the creation, maintenance and design of all Customer Information.

12.9 The Customer is solely responsible for evaluating any goods (including software) or services

offered by third parties via the Internet. Airwave Internet will not be a party to and is not responsible for any transactions between the Customer and third parties.

12.10 The Customer acknowledges that there may be additional Airwave Internet or third party

conditions displayed online or otherwise relating to particular content. If the Customer accesses such content, then the Customer shall be deemed to have full notice of such conditions and will be obliged thereafter to fully comply with those conditions.

12.11 The Customer shall not use a Domain Name or URL which infringes the intellectual property

rights of any person in a corresponding trade mark or name.

12.12 The Customer is responsible for the acts and omissions of all Authorised Users in connection

with the Service and is liable for any failure by any Authorised User to perform or observe the

terms and conditions of this Agreement.

12.13 The Content is protected by copyright, trademark and other intellectual property rights, as

applicable. In this regard, the Customer shall observe and comply fully with the laws of copyright and all intellectual property rights in respect of the Content. The Customer must not

and must not permit anyone else to copy, store, adapt, modify, transmit, distribute externally,

play or show in public, broadcast or publish any part of the Content, and the Content may only

be used for the Customer's own purposes.

12.14 The Customer is solely responsible for any transactions of any kind entered into between the

Customer and the Authorised User or any other third parties accessing or acting in reliance on

the Service, Customer Information, Content, or Third Party Information. Airwave Internet will

not be a party to or in any way responsible for any transaction between the Customer and an

Authorised User or other third party.

12.15 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses:

12.15.1 the Service in contravention of clause 11 or

12.15.2 the server capacity or the Software made available to it in any way which, in Airwave Internet's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action

within a reasonable period of receiving notice from Airwave Internet to do so, Airwave Internet may treat the contravention as a breach of this Agreement for the purposes of clause 29.

12.16 The Customer acknowledges that limits on storage allocation and data transfer levels may apply to the Service. If the Customer wishes to exceed such limits, if applicable, then it must request such additional size in writing to Airwave Internet and additional charges may be payable.

Airwave Internet may at its absolute discretion move any Customer Website from a shared server

to a dedicated server with all additional charges payable thereto, if the Customer Website generates abnormally high hit levels or otherwise exceeds data transfer limitations.

Airwave Net shall give the Customer reasonable notice of such a move and/or the additional charges this may incur. Airwave Internet shall have no liability for faults occurring with the Service as a

result of moving the Customer Website from a shared to a dedicated service.

### **13. Airwave Internet's Rights and Obligations**

13.1 Prior to commencement of the Service, and where necessary for the provision of the Service,

Airwave Internet shall perform a survey of the Site. Following this, Airwave Internet shall instruct

the Customer to make any modifications to the Customer's Site or to the Customer's Equipment to make them technically compatible with the Service to be provided. This includes seeking planning and erecting any additional structures which may be required to

receive Service. The Customer shall be responsible for any Airwave Internet Equipment failures

arising from inadequate additional structures.

13.2 Unless Airwave Internet notifies the Customer otherwise, Airwave Internet will be responsible for

obtaining and providing the standard equipment to enable Service.

13.3 Airwave Internet will respond to reported faults without undue delay by taking network

management measures it deems appropriate. Airwave Internet will notify the Customer if the fault

lies beyond the Network boundary.

13.4 For the purposes of providing new connections, changing routing tables, updating facilities

and general maintenance, scheduled downtime may occur from time to time. Airwave Internet

will use its reasonable endeavours to schedule Planned Maintenance in accordance with the

Customer's requirements.

13.5 Airwave Internet reserves the right (without obligation or liability) to vary the Content from time

to time by adding, removing, blocking or modifying Content as Airwave Internet thinks fit,

and

Airwave Internet does not guarantee or warrant that any particular item or items of Content will be available at any given time.

#### **14. Internet**

14.1 The Service, if applicable, enables access to the Internet. The Internet is separate from the Service and use of the Internet is solely at the Customer's risk and subject to all applicable laws. Airwave Internet has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.

#### **15. Security**

15.1 The Customer is responsible for the security and proper use of all Connection Details and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised parties.

15.2 The Customer must immediately inform Airwave Internet if there is any reason to believe that any Connection Details has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

15.3 The Customer must not change or attempt to change a user name. If a Customer forgets or loses a password or user name the Customer must contact Airwave Internet and satisfy such security checks as Airwave Internet may operate.

15.4 Airwave Internet reserves the right to suspend access to the Service if at any time Airwave Internet considers that there is or is likely to be a breach of security. If Airwave Internet becomes aware that security has or may be compromised, Airwave Internet reserves the right at its sole discretion to require the Customer to change any or all of the passwords used by the Customer in connection with the Service.

15.5 Airwave Internet reserves the right (at its sole discretion) to require the Customer to change any or all of the Connection Details used by the Customer in connection with the Service.

#### **16. Internet Protocol Address**

16.1 The Customer acknowledges and agrees that where a fixed internet protocol address is provided under this Agreement, such an internet protocol address shall at all times remain the sole property of Airwave Internet and/or its licensors. Each dynamic internet protocol address which is provided now or hereafter by Airwave Internet to the Customer shall at all times remain the property of Airwave Internet or its licensors and each such provision shall constitute a licence made by Airwave Internet to the Customer pursuant to which the Customer may use

such address  
in accessing the Service for the duration of a single session. At the end of any session,  
the  
licence made by Airwave Internet to the Customer shall be automatically terminated and  
revoked.

### **17. Domain Name**

17.1 The Customer warrants that it is the owner of, or that it is duly authorised by the  
owner of, any  
trade mark or name that it wishes to use as its Domain Name and use as part of its URL.

17.2 Where Airwave Internet undertakes Domain Name and URL registration on behalf  
of the

Customer, the Customer will reimburse Airwave Internet in accordance with the prices  
quoted for

any registration fees and will be responsible for paying any subsequent registration and  
all

rental fees.

17.3 Airwave Internet reserves the right to require the Customer to select a replacement  
Domain Name

or URL and may either refuse to provide or may suspend Service if, in Airwave Internet's  
opinion, there are reasonable grounds for Airwave Internet to believe that the Domain  
Name or

URL is, or is likely to be, offensive, abusive, defamatory or obscene or in breach of the  
provisions of clause 11.

17.4 The Customer acknowledges that Airwave Internet cannot guarantee that any  
Domain Name or

URL requested by the Customer will be available from or approved for use by the  
Internet

registration authorities.

### **18. Intellectual Property Rights**

18.1 Where software is provided to enable the Customer to use the Service, Airwave  
Internet grants

the Customer a non-exclusive non-transferable licence to use the software for that  
purpose.

18.2 The Customer shall not copy nor, except as permitted by law, decompile or modify  
the

Software in any way, nor copy the manuals or documentation, without Airwave Internet's  
prior

written consent.

18.3 The Customer agrees to sign any agreement required by the owner of the copyright  
in the

Software to protect the owner's interest in that software.

### **19. Intellectual Property Right Infringement**

19.1 Subject to the provisions of clause 19.2 Airwave Internet will indemnify the  
Customer against all

claims and proceedings arising from infringement (or alleged infringement) of any  
intellectual

property rights by reason of the Customer's use of the Service where such claim is  
based upon

an allegation that is only consistent with a breach by Airwave Internet of its warranty at  
clause

22.1. As a condition of this indemnity the Customer shall:

19.1.2 notify Airwave Internet promptly in writing of any allegation of infringement;  
19.1.3 make no admission relating to the infringement; and  
19.1.4 allow Airwave Internet to conduct all negotiations and proceedings and give Airwave Net all reasonable assistance in doing so  
19.1.5 allow Airwave Internet to modify the Service, or any item provided by Airwave Internet as part of the Service, so as to avoid the infringement.  
19.2 The indemnity in this clause 19 shall not apply to infringements occasioned by use of the Service, or any item provided by Airwave Internet as part of the Service, in conjunction with other apparatus or software not supplied by Airwave Internet, or to infringements occasioned by designs or specifications made by, or on behalf of, the Customer. The Customer shall indemnify Airwave Internet against such infringements and to the extent not prohibited by law, the Customer agrees to indemnify, defend, and hold Airwave Internet harmless against and from all liabilities and costs (including reasonable legal fees) arising from such infringements of any third party intellectual property rights by reason of the Customer's use of the Service(s).

## **20. Confidentiality**

20.1 The Parties will keep in confidence any information of a confidential nature obtained under this Agreement and will not disclose that information to any person (other than their employees who may need to know the information) without the prior written consent of the other Party.

20.2 This clause 20 will not apply to:

20.2.1 any information which has been published other than through a breach of this Agreement;

20.2.2 information lawfully in the possession of the recipient before such disclosure took place;

20.2.3 information obtained from a third party who is free to disclose it; and information which a party is required by law to disclose.

20.3 This clause 20 will remain in effect after the termination of this Agreement without limit in point of time.

## **21. Terms of Payment**

21.1 The Charges and the invoice periods for the Service will commence on the Operational Service Date and shall be as set out in either the Customer Contract Form or applicable Tariff

Sheet for the time being and shall be subject to change by Airwave Internet after expiry of the

Minimum Period by thirty days prior notice given by Airwave Internet to the Customer.

The new

rate shall then apply on the expiry of the thirty-day notice period unless the Customer has

given notice to terminate this Agreement in accordance with Clause 29.1 herein prior to the expiration of that notice period.

21.2 Notwithstanding the foregoing, Airwave Internet reserves the right to lower the Charges applicable to the Service(s) at its discretion.

21.3 The Customer agrees to pay for any loss or extra cost incurred by Airwave Internet through the Customer's instructions or lack of instructions or through failure or delay in taking delivery or through any act or default on the part of the Customer its servants or employees.

21.4 Subject to clause 21.5 all Charges, shall be due and payable within 30 days of the date of invoice. Airwave Internet may charge daily interest on late payments at a rate equal to 2% per annum above the base lending rate of Bank of Ireland or at the rate of 18% per annum at the option of Airwave.

21.5 If at any time the Customer should be in default in payment of any sums due to Airwave Internet or Airwave Internet's relationship with the Customer should be terminated for any reason then all sums (including interest) due by the Customer shall be payable immediately to Airwave Internet.

21.6 If the Goods or Services are delivered in instalments Airwave Internet shall be entitled to invoice each instalment as and when delivery thereof has been made and payment shall be due in accordance with clause 21.4 in respect of each instalment whereof delivery has been made notwithstanding non-delivery of other instalments or other default on the part of Airwave Internet.

21.7 If under the terms of the Agreement monies due shall be payable by instalments, a default by the Customer of the payment of any due instalment shall cause the whole of the balance of the sums due to become payable forthwith.

21.8 The sums due to Airwave Internet under the Agreement shall be due in full to Airwave Internet in accordance with the terms of the Agreement and the Customer shall not be entitled to exercise any set-off, lien or any other similar right or claim.

21.9 The time of payment shall be of the essence of the Agreement.

21.10 Airwave Internet reserves the right to charge the Customer for work done by Airwave Internet in investigating faults reported by the Customer in the Service, where Airwave Internet finds no Airwave Internet fault exists.

21.11 All Charges will be invoiced and paid in Euros unless otherwise stated in the Tariff Sheet.

VAT will be excluded and shall be payable in addition to the sums stated in Airwave

Internet's  
invoices unless expressly stated.

21.12 Airwave Internet may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.

21.13 Airwave Internet Service payment is due quarterly in advance.

## **22. Airwave Internet Warranties**

22.1 Airwave Internet represents and warrants that the Airwave Internetwork, and the Goods (including any subsequent versions, upgrades, enhancements, modifications and bug fixes thereto) shall

not knowingly infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary right of any third party.

22.2 Subject to the clause 22.1, Airwave Internet makes no warranty whatsoever in relation to the Service or the Goods or Airwave Internet Equipment and its or their operation. Any conditions or warranties (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality of the same or their fitness for any particular purpose (even if that purpose is made known expressly or by implication to Airwave Internet) is denied.

22.3 Airwave Internet (as is hereby acknowledged and agreed by the Customer) makes no representations or warranties, express or implied, as to the accuracy, completeness, legality, veracity or reliability of the Content or the Information or results which may be derived from either.

22.4 The Customer accepts that Airwave Internet does not monitor or exercise editorial control over messages or other data sent over the Service or otherwise available on the Internet and that the security of the Internet as a communication medium, or as a medium for purchasing or payment cannot be guaranteed and that Airwave Internet shall have no liability in connection therewith.

22.5 The Customer acknowledges that it is the Customer's responsibility to evaluate the accuracy and completeness of the Content. In particular the Customer acknowledges that it is not entitled to rely on any Content in making any business or other decision and that the Customer's use of, or reliance upon, the Content (for whatever purpose) is at the Customer's sole risk.

22.6 Subject to this clause 22.1, Airwave Internet (as is hereby acknowledged and agreed by the Customer) gives neither any assurance nor warranty, nor representation that the use and reception of the Service will not be interrupted or error free nor does Airwave Internet

give any assurances, warranties or representations as to its fitness for a particular purpose intended.

22.7 The Agreement for the provision of the Service or for the sale of Goods shall not constitute a sale by description or sample.

22.8 Except as expressed in this Agreement and subject to this clause 22.1 Airwave Internet (as is hereby acknowledged and agreed by the Customer) makes no further warranties or representations either express or implied in relation to the Service, the Airwave Internet Equipment, the Goods or any other aspect of the obligations on the part of Airwave Internet to be performed pursuant to the terms of the Agreement.

### **23. Customer Warranties**

23.1 The Customer warrants that it does not act as a consumer in relation to the transaction(s) governed by the Agreement but in the course of its business.

23.2 The Customer warrants that it shall not knowingly infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary right of any third party.

23.3 The Customer warrants that the Customer Information and Third Party Information will not include any information or material, any part of which, or the accessing of which or use of which would be a criminal offence or otherwise unlawful. In particular the Customer warrants that all necessary licences and consents (including but not limited to those from owners of copyrights or performing rights) have been obtained.

23.4 The Customer represents and warrants to Airwave Internet that it will not engage in any activities:

23.4.1 that constitute or encourage a violation of any applicable law or regulation, including but not limited to the sale of illegal goods or the violation of export control or obscenity laws;

23.4.2 that defame, impersonate or invade the privacy of any third party or entity;

23.4.3 that infringe the rights of any third party, including but not limited to the intellectual property, business, contractual, confidentiality or fiduciary rights of others; and,

23.4.4 that are in any way connected with the transmission of "junk mail" "spam", "chain letters", "pyramid schemes" or the unsolicited mass distribution of e-mail, or with any unethical marketing practices; or

23.4.5 which involve sending any email or other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities.

### **24. Infringements**

24.1 If the Customer learns of any attack on or infringement of any of the Network or if any legal action or any proceedings are instituted against the Network in opposition to its proper use of

the Network, it shall inform Airwave Internet as soon as reasonably practicable.

24.2 If the Parties both wish to defend the Network, or take legal action against the

infringement, or  
contest or defend any claim, legal action or proceedings, any compensation derived  
there from  
shall be shared in the proportions to which they may have agreed and in default of  
agreement,  
shall be shared in the proportions to which they may agree to share the costs. In the  
absence of  
express agreement the costs and compensation shall be shared equally; but  
24.3 If one Party only wishes so to act, the other Party shall provide to that Party  
commercially  
reasonable endeavours and support, at the acting Party's expense, but such support  
shall not  
render the other Party liable to share the cost of proceedings or compensation paid nor  
shall  
that other Party be entitled to receive any part of the compensation received

## **25. Limitation of Liability**

25.1 The Customer acknowledges that Airwave Internet has no control over the  
information which can  
be accessed by using Airwave Internet services and that we do not examine the use to  
which you  
or other users put the Services or the nature of the information you or they are sending  
or  
uploading. We therefore exclude all liability of any kind for the transmission or reception  
of  
such information of whatever nature.

25.2 Airwave Internet exclude all liability of any kind for the information or any other  
material  
published or otherwise made available by the Customer or any other person on any web  
site  
you establish using the Services.

25.3 The Customer agrees that, except for death and personal injury arising from our  
negligence,  
we shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage  
whatsoever arising from or in any way connected with this contract, including, without  
limitation, damage for loss of business, loss of profits, business interruption, loss of  
business  
information, or any other pecuniary loss (even where we have been advised of the  
possibility  
of such loss or damage).

25.4 The Service is provided on an "as is" basis and all conditions and warranties  
expressed or  
implied whether by statute or common law or otherwise are hereby excluded to the  
fullest  
extent permitted by law.

25.5 Airwave Internet does not guarantee that the Service will meet the Customer's  
requirements or  
that the operation of the Service will be uninterrupted or error-free or that any defect in  
the  
Service can or will be remedied. In particular, Airwave Internet makes no warranties or  
representation to the extent that the operation of the Service is dependent on third party  
service providers and Airwave Internet shall have no liability in respect of defects,

interruptions

or malfunctions in the Service which are attributable to such third party service providers.

25.6 Airwave Internet shall have no liability of any kind in respect of: any unauthorised access to the

Customer's computer system through the Service and in this respect the Customer acknowledges that any material and/or data downloaded or otherwise obtained through the use

of the Service is at the risk of the Customer and the Customer is solely responsible for any

consequences thereof including any damage to the Customer's computer system or loss or

corruption of data resulting therefrom.

25.7 Each provision of this clause 25 operates separately. If any part is held unreasonable or

inapplicable in any circumstances the other parts shall continue to apply.

## **26. Indemnity**

26.1 The Customer shall at all times keep Airwave Internet indemnified and hold Airwave Internet

harmless against any claims for loss, damage, costs, expenses, injury or death to third parties

howsoever arising (directly or indirectly) out of or in connection with the negligence, breach

of duty of care, breach of any term of the Agreement or any other act or omission of the Customer in relation to the use of the Service or the Goods hereunder.

26.2 The Customer shall indemnify the Internet registration authority used for the registration of

Domain Names and its servants and shall hold the Internet registration authority and its servants or agents harmless from and against any loss, damage, liability, claim or expense

resulting from a claim or claims asserted by a third party regarding ownership of or right to

use the Domain Name in question.

26.3 No liability shall attach to the Internet registration authority or its servants or agents in respect

of any loss or damage whatsoever suffered by the Customer or a service provider and arising

from any action or neglect on the part of the Internet registration authority or its servants or

agents in the exercise of the function of naming authority.

## **27. Force Majeure**

27.1 Neither party shall be held responsible for any delay or failure in performance of any part of

this Agreement (other than a payment obligation) to the extent such delay or failure is caused

by: fire; flood; lightning; explosion; war; strike; embargo; labour dispute; government requirement; civil or military authority; act of god or nature; inability to secure materials or

transportation facilities; act or omission of carriers or suppliers; acts or failures to act of any

governmental or other competent authority, or any other causes beyond its reasonable control,

whether or not similar to the foregoing; provided, however, that the Customer by reason of such cause shall not be relieved of its obligation to make any required payments that are due to Airwave Internet. Each party shall endeavour to give the other reasonable notice of any such delay.

27.2 Airwave will have no liability to the Customer for failure to supply a Service, without prejudice to Clause 27.1 in the event of:

27.2.1 a refusal or delay by a third party to supply network service to Airwave Internet and

where there is no alternative Service available at reasonable cost; or

27.2.2 Airwave Internet being prevented by restrictions of a legal or regulatory nature from

supplying a Service

27.3 If any of the events detailed in clauses 27.2.1 or 27.2.2 are occurring and subsisting for more

than 3 months either Party may serve notice on the other terminating the Agreement with

immediate effect.

## **28. Suspension of Service**

28.1 Except in the case of Emergency (where disconnection may be implemented immediately by

Airwave Internet without notice to the Customer) if the Customer is in breach of any of these

Conditions or the AUP, and the Customer having been notified of such breach in writing has

failed to remedy that breach within ten (10) days, Airwave may summarily suspend the Service.

28.2 Airwave Internet may suspend the Service

28.2.1 if Airwave Internet is obliged to immediately suspend the Service in connection with any

order, instruction or request of any government, ComReg, governmental or regulatory organisation, emergency services or other competent authority.

28.2.2 in connection with the maintenance or upgrade of the Network. Airwave Internet will

use all reasonable efforts to provide the Customer with the maximum period of notice practicable.

28.3 Where Airwave Internet has suspended the Service pursuant to clause 28.1

Airwave Internet shall

only re-establish a connection to the Service when the Customer remedies all breaches to

Airwave Internet's satisfaction. Any such reconnection shall require payment of a Connection Fee

and the establishment of a direct debit for the payment of all charges accruing under this Agreement and/or the implementation of such changes as Airwave Internet may require pursuant

to the provisions of clause 21.12.

28.4 Any suspension of the Service shall not exclude Airwave Internet's right

subsequently to

terminate this Agreement.

## **29. Termination**

29.1 Airwave Internet may terminate the Agreement upon 60 days written notice to the customer and any such termination shall be effective on the expiry of such notice period, such notice to expire on or after the end of the Minimum Period.

29.2 Without prejudice to Airwave Internet's other rights. Airwave Internet shall be entitled to terminate forthwith in the event that:

29.2.1 the Customer fails to pay any sums due to Airwave Internet in accordance with the terms for payment, or

29.2.2 the Customer is in material breach of any term of the Agreement; or

29.2.3 the Customer fails to comply with any reasonable condition specified by Airwave Net in relation to use of the Services and/or where such a breach is capable of remedy, the Customer has failed to remedy same within 10 days of a request so to do, or

29.2.4 any information supplied by the Customer to Airwave Internet is false or misleading; or

29.2.5 Airwave Internet is obliged to comply with an order, instruction or request of Government, ComReg, governmental or other regulatory authority, an emergency service organisation or other competent authority; or

29.2.6 the Customer is suspected of involvement with fraud or acts which are of defamatory,

offensive, abusive, obscene, menacing, unsuitable or unlawful character in connection with use of the Service, or where Airwave Internet has reasonable grounds to believe that the Customer is responsible for the breach of any applicable law; or

29.2.7 the Customer commits, or allows to be committed, a breach to the security and/or integrity of the Network and/or facilities belonging to or managed by Airwave Internet; or

29.2.8 an encumbrancer takes possession of, or an examiner or a receiver is appointed over,

any property or assets of the Customer; or the Customer makes any voluntary arrangement with its creditors, or (being a company) goes into liquidation save for purposes of reconstruction or amalgamation,

Airwave Internet shall have the option at its discretion either to terminate the Agreement or to require the

Customer within such period as Airwave Internet may specify, to do such things or take such steps and

furnish satisfactory proof to Airwave Internet that such event has been cured, or never occurred or has

ceased to exist as the case may be.

## **30. General**

30.1 If any provisions of the Agreement are held to be unenforceable, illegal or void in whole or in

part the remaining portions of the Agreement shall remain in full force and effect.

30.2 Nothing in this Agreement shall be deemed to constitute a partnership or joint venture

between the Parties or constitute one party the agent of the other for any purpose whatsoever.

30.3 The parties acknowledge and agree that:

30.3.1 they have not been induced to enter into this Agreement by any representation,

warranty or other assurance not expressly incorporated into it; and  
30.3.2 in connection with this Agreement their only rights and remedies in relation to any representation, warranty or other assurance shall be for breach of this Agreement and that all other rights and remedies are excluded, except in the case of fraud.

30.3.3 Details of the Agreement and the Connection Details issued to the Customer there

under may not be divulged by either Party to any third party without the prior written consent of the other party.

### **31. Entire Agreement, Variation and Waiver**

31.1 This Agreement represents the entire understanding of the Parties and supersedes all prior

written and oral agreements relating to its subject matter and cannot be modified except by a

written instrument signed by the Parties hereto.

31.2 Failure, omission, delay or waiver by either Party to exercise or enforce any right conferred by

this Agreement shall not be deemed to be a waiver of any such right and does not operate so

as to bar the exercise or enforcement thereof, or of any such right or any other right on any

later occasion.

### **32. Assignment**

32.1 This agreement is personal to the Customer who may not assign or transfer any of its rights or

obligations under this Agreement, without the prior written consent of Airwave Internet.

32.2 Airwave Internet may assign all its rights and obligations under this agreement to any party to

which it transfers all or part of its business provided that the assignee undertakes to be bound

by and perform the obligations of Airwave Internet under this Agreement.

32.3 Airwave Internet also reserves the right to subcontract the provision of Service (or part thereof) to

a subcontractor without consent, whereby Airwave Internet's obligations to the Customer as

contained herein shall remain vested with Airwave Internet.

### **33. Discretion**

33.1 Any decision, exercise of discretion, judgement or opinion or approval of any matter mentioned in this Agreement or arising from it shall be binding on a party only if in writing and shall be at its sole discretion unless otherwise expressly provided for in this agreement

### **34. Use of Information**

34.1 Unless indicated to the contrary by the Customer in the Customer Contract Form Airwave

Net shall be at liberty to use the information supplied by the Customer under the terms of the

Agreement for the purpose of introducing and offering to the Customer, from time to time,

additional, improved or new products and services of Airwave and other companies within

the Airwave Group or any third parties which may be of interest to the Customer.

34.2 Airwave Internet shall comply with its obligations under the Data Protection Act

1988 as regards  
the relevant data in its possession relating to the Customer.

**35. Notices**

35.1 Airwave Internet reserves the right to forward correspondence to the Customer by electronic mail,  
at the email address provided by the Customer or at the option of Airwave Internet,  
notice.

Notices given under this Agreement (including invoices sent by Airwave Internet to the Customer) must be in writing and may be delivered by hand or sent by telex, facsimile, email,

or first class post to the addressee at the following addresses:

35.1.1 to Airwave Internet at the address of the Airwave Internet office shown on the Customer Contract Form or any alternative address which Airwave Internet notifies to the Customer;

35.1.2 to the Customer either to the Customer's billing address as provided on registration,  
or place same on the Airwave Internet's Web Site;

35.1.3 all written correspondence from Airwave Internet shall be deemed served 48 hours after posting or on earlier proof of delivery

35.2 This Acceptable Usage Policy will be amended from time to time as is deemed necessary by

Airwave Internet. A copy of this policy will be made available to all new customers and the current policy will also be available over Airwave Internet's web site. It is the customer's responsibility to ensure familiarity and observance of this Acceptable Usage Policy.

**36. Law**

36.1 This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereby agree to submit to the exclusive jurisdiction of the Irish Courts.