



# Atlantek Terms and Conditions for Broadband Services

This Customer agreement (The Agreement) is made by and between the person or Legal Entity known as (The Customer) and Atlantek Computers Limited of Rosspport, Ballina, Co Mayo (Atlantek Computers Limited or We) for the provision and use of Fixed Wireless Broadband, Fibre to the home/cabinet and or Voice Over IP Telephony Services (“The Broadband Services”). The Customer means the person or legal entity with whom Atlantek Computers Limited makes, has made or is deemed to have made this agreement for the provision to such person or Legal Entity of “the Broadband Services” and also means a person or legal entity to which such service has been or is being provided. The term “Customer” refers to the individual or entity who subscribes to “the Broadband Services” provided by Atlantek Computers Limited. In the case where the Customer is a person, the Customer confirms that they are at least 18 years of age, are legally able to enter into contracts and are responsible for this Customer subscriber account. The Customer shall pay all fees, taxes, charges and other expenses incurred in connection with the account. This document sets out the terms and conditions of the use of “the Broadband Services” to be provided by Atlantek Computers Limited, a Limited Company incorporated under the laws of the Republic of Ireland with registered offices at Rosspport, Ballina, Co Mayo (“Atlantek Computers Limited”) and – together with the schedules for pricing, services, specification and technical support set out as links from this page – comprises the full agreement for the use of our broadband services by the Customer. (“the Agreement”). The Customer and Atlantek Computers Limited hereby agree the following:

## 1 Commencement and Duration of this Agreement

- 1.1 This agreement commences on the date that the successful installation of the Atlantek Computers Limited wireless internet receiver at (or on) your premises has been completed and the Atlantek Broadband Service Contract has been signed by you or on your behalf by your representative (your representative is the person whom, in your absence, you will have arranged to attend your premises, in order to supervise the Atlantek Computers Limited representative’s access to your premises, for the purposes of completing the installation of the Atlantek Computers Limited receiver equipment) ( the “Commencement Date”) and will continue for an initial minimum term of 12 or 24 months (the “Initial Term”) and indefinitely thereafter unless terminated earlier by either party in accordance with Clause 13 of this Agreement. Our Acceptance of your application for broadband services is subject to us performing a credit check on you and being satisfied on all respects with the outcome of the credit check.
- 1.2 We will make our best commercial endeavours to complete the Atlantek Computers Limited installation at your premises and commence this agreement within 7-10 days of Atlantek Computers Limited receiving your request for service. The “Commencement Date” is the date when Atlantek receives the last of the following prerequisites 1) a signed Atlantek Broadband Service Contract, 2) the appropriate installation fee 3) appropriate documents for the ongoing automated payment of the monthly service fees. Failure to provide us with all of the necessary properly completed and signed documents and funds will lead to delays in the time taken to Commence of Service.



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## 2 Atlantek Computers Limited Provision of “the Broadband Services”

- 2.1 We will provide the Fixed Wireless Broadband Internet Connectivity Access Service and or Voice Over IP Telephony Service (“the Broadband Services”) to you with reasonable skill and care in accordance with the provisions of this Agreement. Whilst we will use our reasonable endeavours to begin providing “the Broadband Services” by any date provisionally agreed with you, we have no liability for any failure to meet any date. We can only provide services in areas of Ireland in which we are technically able to offer “the Broadband Services” from time to time.
- 2.2 In order to use “the Broadband Services”, you need a personal computer of a minimum specification. The minimum specification is listed on our website [www.atlantek.net](http://www.atlantek.net) & [www.mayofibre.ie](http://www.mayofibre.ie) You acknowledge that we are dependent upon certain third parties to install and provide “the Broadband Services” to you. You also acknowledge that there may be technical limits that prevent us from delivering an operational service to you. We will endeavour to provide “the Broadband Services” to you at the access rate you choose but, due to congestion within the network, the speed of service may be reduced at times or continually in the event that the location of your premises allows only a low level of wireless radio signal.
- 2.3 We do not undertake to provide a fault free service. If, however, a fault occurs, you should report the fault by telephone, electronic mail or in writing to the Support Service. The details of the contact points for reporting and or escalating a fault are detailed on the welcome sheet which is provided to the Customer at the time of the initial installation and connection and or at our website [www.atlantek.net](http://www.atlantek.net) & [www.mayofibre.ie](http://www.mayofibre.ie). We will let you know as soon as reasonably practicable of any periods of downtime of the Support Service.
- 2.4 We may suspend “the Broadband Services” including during scheduled periods of downtime where necessary for operational reasons such as repair, maintenance or improvement of “the Broadband Services” or because of an emergency. Atlantek Computers Limited will restore “the Broadband Services” as soon as it is reasonably can after suspension.
- 2.5 We may, for operational or other reasons, change any codes or the numbers allocated to you or the specification of “the Broadband Services” but any such changes will not materially affect “the Broadband Services.”
- 2.6 We reserve the right to vary the Content (as defined in clause 5.2 below) from time to time at our sole discretion and do not guarantee or warrant that any particular item or items of Content will be available at any given time or at the commencement of “the Broadband Services.”
- 2.7 Atlantek Computers Limited provides all services on an “As Is” basis. In providing Internet access and any other services, Atlantek Computers Limited, its officers, directors, employees, representatives and agents, make no representations or warranties except as expressly stated herein and expressly disclaim all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose whatsoever. Without limiting the foregoing, Atlantek Computers Limited will not be liable for damages resulting the use or inability to use “the Broadband Services” or to access the internet, reliance on information obtained through the internet, interruptions in service, deletion of files or e-mail, lost date,



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- unauthorized access to the customers records or files, errors, defects, viruses, delays in operation or transmissions or any other failure of performance.
- 2.8 “The Broadband Services” provided by Atlantek Computers Limited is best effort and thus NOT “life safety” qualified. You agree that you have considered the “best effort” nature of the Internet connection service as supplied by Atlantek Computers Limited before deciding whether the use of the Atlantek Computers Limited service or the use of VOIP telephones, security systems, health monitoring systems or other systems requiring permanent, always-on connections is appropriate.
- 2.9 Atlantek Computers Limited does not guarantee Internet network performance. Atlantek Computers Limited provides an Internet access service, and most conditions (including congestion and contention) on the internet are completely outside the control of Atlantek Computers Limited.
- 2.10 Atlantek Computers Limited may immediately suspend your access to “the Broadband Services” in the event that you do not pay an invoice in accordance with Clause 3.
- 2.11 Types of maintenance service provided. The schedule of different maintenance services provided is detailed on the Atlantek Computers Limited website [www.atlantek.net](http://www.atlantek.net) & [www.mayofibre.ie/maintenanceservices](http://www.mayofibre.ie/maintenanceservices)

## 3 Charges and Deposits

- 3.1 You agree to pay us the charges as detailed in this service level agreement as written in the panel titled “service details” overleaf (the “Fees”) and also all charges and fees as listed in the schedules on our website at [www.atlantek.net](http://www.atlantek.net) & [www.mayofibre.ie](http://www.mayofibre.ie).
- 3.2 We will establish an account for you in our billing system and commence the allocation of billing shortly after we begin providing “the Broadband Services.” We will continue to allocate a bill to the account every month for the duration of the provision of broadband services to you, but we may also assign a bill to you at any time. We will send bills to the address on your registration details or any other address on your request. We also reserve the right to issue bills by e-mailing these bills to you every month (although we reserve the right to send you a bill by e-mail at any time).
- 3.3 During the registration process, we will ask you to complete/provide a payment by credit card or completion of a standing order mandate to enable us to collect payments from your account, and for any additional services that we may provide to you. If you seek to discharge your account in a manner other than by way of automated bank standing order mandate, or automated bank direct debit mandate (e.g. cheque, cash, credit card or via PayPal), we reserve the right to levy an additional administration charge of €10 per month. Credit accounts are not available, and cash or cheque payments are only accepted annually in advance (Prepayment).
- 3.4 You must pay all charges and rentals in accordance with your bank or credit card authority, or if, for some reason, your bank or credit card payment fails, in accordance with the time for payment which is detailed in clause 3.5.1, .2, .3, .4, .5, and .6, in this agreement. You must pay all deposits when we ask for them.
- 3.5 Payments are due in advance, on or about the 26<sup>th</sup> day of each month. Accounts are considered active until cancelled in writing by the Customer, provided the Initial Term has been fulfilled under the terms of clause 13.4 (12 or 24 months minimum



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- contract period). Unused time in any month is non-refundable. Unpaid accounts of failed direct debit payments are subject to a late payment charge of €10 and an interest charge of 1.5% per month on the outstanding balance. If your account is referred to a collection agent the customer agrees to pay any collection costs incurred, including any reasonable legal fees, and court costs.
- 3.6 Should it arise that a Customer's service is disconnected by Atlantek Computers Limited following a payment failure, or non-payment, a reconnection charge of €40. (inclusive of vat) shall be levied and must be paid by the Customer prior to reconnection by Atlantek Computers Limited).
- 3.7 Dependent upon the outcome of the initial credit check with Atlantek Computers Limited carried out on the customer who is submitting this Atlantek Computers Limited Service Level Agreement, it is agreed that Atlantek Computers Limited may request either a security deposit to be paid (which will be refundable upon termination of this agreement) or annual prepayment in advance of the Atlantek Computers Limited service being offered or provided to the Customer. Credit account facilities (post pay) are not available from Atlantek Computers Limited.
- 3.8 Failure to pay.
- 3.8.1 If your electronic payment is rejected, or becomes, or is, invalid or unavailable, thereby preventing us from recovering the sums due under your account within 4 days following the due date for payment, we reserve the right immediately to withdraw your access to "the Broadband Services." You will also be charged an administration fee of €10.
- 3.8.2 In these circumstances, you will be called or sent an SMS giving you notification that your account is in arrears/has run out of credit/expired. You will be given 2 days in which to arrange for your account to be discharged in full.
- 3.8.3 If, in response to our call/SMS, you provide us with your valid payment details so as to enable us to collect the sums due on your account, we will re-apply for payment. If your proposed electronic payment method is still rejected, invalid or unavailable, or if your account remains outstanding for any other reason, 7 days after the original due date for payment, then (i) you will be charged a further administration fee of €10 for the submission of a further warning letter, and (ii) a letter will be sent to you requesting the discharge of your account in full, and/or for appropriate arrangements to be made with us for your account to be discharged, which must be effected within 7 days from the date of this letter, failing which we reserve the right to refer your outstanding account to Atlantek Computers Limited credit control department for collection and/or litigation.
- 3.8.4 If your account remains unpaid for a period of 25 days after the original due date for payment, a security deposit of three times your average monthly invoice will be required before we reinstate your Broadband Services. This is refundable upon termination of this agreement.
- 3.8.5 If your agreement remains unpaid for a period of 32 days after the original due date for payment, your service will then be terminated, and your account will be referred to Atlantek Computers Limited's credit control department for it to take the appropriate action to collect the outstanding sums.
- 3.8.6 If we are required to instruct our solicitors or other professional advisers to collect any outstanding sums on your account, you will be responsible for, and we will look to you to discharge those costs that are incurred by us in taking such action. Compound interest will be charged on all overdue accounts at the rate of 1.5% per month.



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- 3.9 You must ensure that the account holder's name is the same as the name on the payment details that are provided.
- 3.10 If you currently receive a broadband service from an alternative supplier you are responsible for any contractual agreement you have with them and any liabilities you may incur for terminating your current agreement.
- 3.11 If you change address, you may transfer "the Broadband Services" to your new address on payment of a re-installation fee. You are still subject to the terms of clause 13.5 in the event that we are unable to provide you with "the Broadband Services" at the location of your new address.

## 4 Equipment

- 4.1 The Customer, will ensure that any equipment that you attach (directly or indirectly) to "the Broadband Services" is technically compatible with "the Broadband Services" and that its use does not breach any relevant legislation or telecommunications industry standards.
- 4.2 The Equipment is, and shall remain the property of Atlantek Computers Limited during the minimum contract period of 12 or 24 Months. Ownership of the equipment will transfer after the minimum contract period of 12 or 24 Months to the Customer. Within this minimum contract period the Customer agrees to provide Atlantek Computers Limited access to the customer premises and permission to recover said equipment on demand without delay, obstruction or interference.
- 4.3 During the installation certain cabling, mounts, poles and fixings may be used to complete the installation. These become the property and responsibility of the Customer once installation has been completed, and the Atlantek Computers Limited Installation or Broadband Installation / Repair Receipt form has been signed by hand or electronically by the Customer, and it is the Customer's responsibility to ensure they are maintained in operational and safe condition. Any non standard or additional installation material or labour will be presented to the customer by means of a quotation which will be agreed in advance of any non standard installation.
- 4.4 The Customer agrees to use the equipment in accordance with Atlantek Computers Limited's instruction and to restrict access to the equipment to only those representatives and agents authorised by Atlantek Computers Limited. The Customer agrees to take reasonable steps to protect the equipment from damage, loss or theft, and should insure same to a replacement value.
- 4.5 If Atlantek Computers Limited cannot for any reason recover the equipment in good condition on demand from the Customer, then the Customer agrees they will be immediately liable to pay a replacement fee determined by Atlantek Computers Limited.
- 4.6 The Customer agrees to notify Atlantek Computers Limited as soon as reasonably possible once he becomes aware of any damage to the equipment or defect in the operation of the equipment by emailing [Info@atlantek.net](mailto:Info@atlantek.net) or by writing by letter to the Atlantek Computers Limited registered address.
- 4.7 The Customer agrees not to, nor allow any other party to move, dispose of, modify, or adjust the equipment.



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## 5 Your Use of “the Broadband Services”

- 5.1 These Broadband Services are provided solely for your use and you cannot resell or attempt to resell “the Broadband Services” (or any part of it) to any third party. In addition, if you have a mail server, you must not allow relay emails from outside your domain from your mail server.
- 5.2 We do not warrant or guarantee the accuracy or completeness of any of the information, sound, software and any other materials (in whatever form) and services made available to you as part of “the Broadband Services” (the “Content”) or any further information or results which may be derived from it. You acknowledge that you will not rely on any Content in making any business or other decision and that your use of the Content is at your sole risk.
- 5.3 Please note that there may be additional conditions (either ours or those of a third party) displayed on line relating to particular Content. These conditions will also form part of this Agreement should you access such Content.
- 5.4 You are entirely responsible for evaluating any goods or services offered by third parties via “the Broadband Services” or on the Internet. We will not be a party to or in any way be held responsible to you for any transaction between you and third parties.
- 5.5 You must not use “the Broadband Services:”
  - 5.5.1 in a way that breaches any legislation or any license applicable to you or that is in any way unlawful or fraudulent; or
  - 5.5.2 to deliver, knowingly receive, upload, download, use or re-use any information or material which is abusive, defamatory, obscene or menacing, or in breach of any copyright, privacy or any other rights; or
  - 5.5.3 to send or procure the sending of any unsolicited advertising or promotional material; or
  - 5.5.4 in a way that does not comply with our specific instructions.
- 5.6 You will fully indemnify us against any actual or potential claims or legal proceedings against us by a third party because of your use of “the Broadband Services” in breach of the provisions of this Clause 5. We shall notify you of any such claims or proceedings and inform you regularly as to the progress of such claims or proceedings.
- 5.7 Customers paying for a residential tariff service will not host any type of Server and/or allow other users to access a Server via the Atlantek Computers Limited Internet connection.
- 5.8 You acknowledge that Broadband Services are provided to other users and we owe a duty to these users as a whole to preserve our network integrity and avoid network degradation. If, in our reasonable opinion, we believe that your use of “the Broadband Services” has or may adversely affect such network integrity or may cause network degradation we may change your chosen access rate or manage your Broadband Services as we see fit in the circumstances.



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## 6 Access and Security

- 6.1 The Customer will at all reasonable times, provide our employees and agents, and anyone acting on Atlantek Computers Limited's behalf producing a valid identity card, with access to the location at your premises where the Atlantek Computers Limited Wireless Broadband Receiver antenna and associated equipment has been installed. We will normally only require access during normal working hours but may require you to provide access at other times, on reasonable notice.
- 6.2 Our employees and agents will observe your reasonable premises regulations, as previously notified to us in writing. You will provide a suitable and safe working environment for our employees and or those of any third parties who assist us in providing "the Broadband Services" to you.
- 6.3 You will use your reasonable endeavours to provide personnel, resources and any other information as we reasonably require, to assist us in the provision of "the Broadband Services" to you.
- 6.4 Impersonating another user or otherwise falsifying one's user name in e-mail or any post to any newsgroup, boards or mailing list is strictly prohibited.
- 6.5 Impersonating another user or taking and using an IP address which has not been allocated to you or otherwise falsifying one's IP address and or network secret and or password is strictly prohibited.

## 7 User Names, Passwords & IP Addresses

- 7.1 You must ensure that user names and passwords used in connection with "the Broadband Services" are kept confidential and are only used by authorized users. Please inform us immediately if you know or suspect that a user name or password has been disclosed to an unauthorized user or is being used in an unauthorized way. You must not change or attempt to change a user name without our written consent.
- 7.2 We reserve the right (at our sole discretion):
  - 7.2.1 to suspend user names and password access to "the Broadband Services" if at any time we think that there has been or is likely to be a breach of security; and
  - 7.2.2 to ask you to change any or all of the passwords you use in connection with "the Broadband Services."
- 7.3 You must inform us immediately of any subsequent changes to the information you supply to us when you register for "the Broadband Services."
- 7.4 You accept and acknowledge that "the Broadband Services," as other Internet applications, is not secure and we do not guarantee the prevention or detection of any unauthorized attempts to access "the Broadband Services."

## 8 Personal Data

- 8.1 Atlantek Computers Limited may contact you before, during and after the term of this Agreement in order to administer, evaluate, develop and maintain "the Broadband Services." Please note that we may record your telephone calls to us and we will keep a record of personal information you provide to us in connection with "the Broadband Services."



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- 8.2 Atlantek Computers Limited will comply with our obligations contained in the General Data Protection Regulation Rules of 25<sup>th</sup> May 2018 and any other applicable data protection legislation. You are also required to comply with all data protection legislation. In addition, you must maintain all required registrations, including those reasonably requested by us to enable us to process your personal data in connection with our performance of our obligations under this Agreement.
- 8.3 By registering for “the Broadband Services” you consent to our using and/or disclosing your personal information for the following purposes:
- 8.3.1 while processing and or evaluating the credit worthiness of your application which may involve credit checking by a licensed credit reference agency who may record that a credit check has been made and disclosing certain personal and account details to a bank for the purposes of setting up a direct debit account.
  - 8.3.2 providing or arranging for third parties to provide Customer Care/Help Desk facilities and billing you for “the Broadband Services” (which may involve disclosing your information to third parties solely for those purposes); and
  - 8.3.3 to selected third parties for the purposes of providing and operating “the Broadband Services” and installing Equipment.

## 9 Intellectual Property Rights

- 9.1 If you warrant that you are the owner of, or that you are authorized by the owner of, any trade mark or name that you wish to use as your registered Domain Names (“Domain Names”) and use as part of your uniform resource locator (“URL”), you will be asked for documentary proof of entitlement to the URL.
- 9.2 If we undertake Domain Names and URL registration on behalf of you, you will reimburse us for any registration fees paid by Atlantek Computers Limited to the Internet registration authorities. We do not guarantee that any Domain Names or URL requested by you will be available.
- 9.3 We may require you to select replacement Domain Names or URL and may either refuse to provide or may suspend “the Broadband Services” if we reasonably believe that the Domain Names or URL is, or is likely to be, offensive, abusive, defamatory or obscene or in breach of the provisions of Clause 5.7
- 9.4 Any patents, design rights, know-how, copyrights, trade-marks, the right to use software and all other similar proprietary rights (whether registered or unregistered) worldwide (“Intellectual Property Rights”) relating to “the Broadband Services” or arising during the development of “the Broadband Services,” belong to us or to a relevant third party.
- 9.5 The content is protected by copyright, trademark and other Intellectual Property Rights, as applicable. You must not and must not permit anyone else to copy, store, modify, distribute externally, broadcast or publish any part of the Content, and the Content may only be used for your own purposes.





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## 10 Software

- 10.1 Where we provide software to you to enable you to use “the Broadband Services” (“Software”), we grant you a non-exclusive, non-transferrable license to use the Software solely for the term and purposes of the Agreement. You may need to sign agreements reasonably required by the owner of the copyright in the Software to protect the owner’s interest in that Software for you to be able to use the Software.
- 10.2 Except as permitted by applicable law or as expressly permitted under this Agreement you cannot de-compile or modify the Software, or copy the manuals or documentation.
- 10.3 We may offer updates or modification to the Software or documentation and we will notify you of any applicable charges for such updates or modifications at the time we offer them to you.

## 11 Intellectual Property Indemnity

You will fully indemnify and hold us harmless against all claims and proceedings arising from infringement of any third party’s Intellectual Property Rights by reason of your use or publication of the Customer Information, the Content or Third Party Content.

## 12 Limitation of Liability

- 12.1 Nothing in this Agreement excludes each party’s liability with respect to death and personal injury resulting from the negligence of that party, its employees, agents or subcontractors or for fraudulent misrepresentation or under the tort of deceit
- 12.2 Neither party shall be liable to the other, either on contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of data.
- 12.3 Subject to Clauses 12.1 and 12.2, our liability to you in contract, tort, negligence or otherwise arising out of or in connection with this Agreement shall for any one incident of series of related incidents be limited to the annual fees paid by you to us in the year in which the liability first arose.
- 12.4 We are under no obligation to edit, review or modify Customer Information or Third-Party Content. However, we reserve the right to remove any Customer Information or Third-Party Information without notice. For the avoidance of doubt, we do not pro-actively monitor messages that you may post on our managed sites, but we reserve the right to remove such messages at our sole discretion.
- 12.5 You acknowledge that in providing “the Broadband Services” we are not engaging in “investment business” (as defined in the Financial Services Act 1986 (FSA)) nor is any Content intended to be and “investment advertisement” for FSA purposes.
- 12.6 We exclude all liability of any kind in respect of:
  - 12.6.1 Customer information, Third Party Content, Content and any other material on the Internet which can be accessed using “the Broadband Services” and we are not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of “the Broadband Services” or on the Internet;



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- 12.6.2 the accuracy, completeness or suitability for any purpose of any Content; and  
12.6.3 the acts or omissions of other providers of telecommunications or Internet services (including Domain Name registration authorities) or for faults in or failures of their equipment.
- 12.7 Loss of data and damage to equipment
- 12.7.1 Neither Atlantek Computers Limited, nor its subcontractors will be liable for any loss of data or damage to hardware that occurs during installation of or any service performed on your computer in support of Atlantek Computers Limited broadband service. You agree that it is your responsibility to completely back all data which may be resident in your computer prior to installation. You further agree that Atlantek Computers Limited and /or its subcontractors are not responsible for any problems with your computer following the installation or any subsequent service performed on your computer in support of the Atlantek Computers Limited broadband service.
- 12.7.2 Your exclusive remedy for any and all losses resulting from the installation of equipment and your use of “the Broadband Services,” including Atlantek Computers Limited’s or its subcontractors negligence, will be limited to fees which you have paid to Atlantek Computers Limited and will be limited to fees paid to Atlantek Computers Limited up to the time the damage is discovered and notified to Atlantek Computers Limited.
- 12.7.3 Broadband Services are provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or applied warranties of merchantability or fitness for a particular purpose. Neither Atlantek Computers Limited nor its affiliates warrant that Broadband Services will be accessible or Broadband Services if free of viruses or other harmful components.
- 12.7.4 Atlantek Computers Limited, its affiliates and its subcontractors will not be liable for any indirect, incidental, special, exemplary, punitive or consequential damages of any nature, including personal injuries, property damage or loss of business, that results in any way from your use of or inability to use “the Broadband Services” or to access the internet or any part thereof, or your reliance on or use of offers, claims, representations, promotions and transactions, information, services or merchandise provided on or through the internet or “the Broadband Services,” or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operations, transmissions or any failure of performance.
- 12.7.5 You agree to indemnify, defend and hold Atlantek Computers Limited, its affiliates and subcontractors harmless from any claims made by third parties arising out of the use of the Equipment and/or “the Broadband Services” by you or an authorized user of your account, including the placement or transmission of any message, information, software or other materials on the Internet. These limitations on liability and indemnification provisions inure to the benefit of and apply to: (1) Atlantek Computers Limited’s parent, subsidiary and affiliated companies; (2) any successor to Atlantek Computers Limited’s business by way of merger, purchase of assets, or operation of law; and (3) any subcontractors performing work on behalf of Atlantek Computers Limited.



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## 13 Termination of this Agreement

- 13.1 We may at any time (whether during the initial Period or otherwise) terminate this Agreement by giving 30 days written notice to you.
- 13.2 We may at our sole discretion terminate this Agreement or suspend “the Broadband Services” immediately, in the event that;
- 13.2.1
- 13.2.2 you fail to pay any charges for “the Broadband Services”; or
- 13.2.3 any credit card or standing order details submitted by you for payment are found not to be or cease to be valid; or
- 13.2.4 if you use “the Broadband Services” in contravention of any of Clauses 5, 7 and 9; or
- 13.2.5 our contract with any third party who assists us in providing “the Broadband Services” to you is terminated; or
- 13.2.6 we become aware of any breach of third party Intellectual Property Rights caused by the Customer Information or the Third-Party Content. If we suspend “the Broadband Services” in accordance with this Clause 13.2 we may, at any time following such suspension (and if the circumstance in Clause 13.2 remains) immediately terminate this agreement.
- 13.3 When the Customer enters a distance or off-premises contract with Atlantek Computers Limited they have the right to cancel this agreement by giving notice in writing using the ‘Atlantek Cooling Off Cancellation Form’ (which can be found at [www.atlantek.net/policy-documents/](http://www.atlantek.net/policy-documents/)) to Atlantek Computers Limited within 14 days known as the “Cooling off period” from the date the distance contract was concluded. Atlantek operates this policy under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (SI 484/2013). During the “Cooling off period” you can cancel a distance contract without giving a reason and without incurring charges or penalties, other than charges incurred in returning the goods and the cost of the use of the service pro rata from the date of the connection up until the date of the disconnection of the service. If the Customer removes the broadband equipment and returns it in person or by post/courier without damage to Atlantek Computers Limited, The Square, Belmullet, Co Mayo there is no charge other than courier charge. If the Customer requests Atlantek Computers Limited to visit their premises specifically to remove the equipment a callout fee of €80 inc vat will apply. This right to cancel will not apply where the Services have been fully installed at the Customer’s request and where the Customer expressly consented in the knowledge that the right to cancel would be lost when the Services had been installed.
- 13.4 You may terminate this Agreement on giving at least 30 days written notice to Atlantek Computers Limited, such as written notice to be effective no earlier than the end of the Initial Term (which is for the first 12 or 24 months period from the Commencement Date). You must pay all Fees for “the Broadband Services” until the date on which the termination notice expires. The termination notice will only be deemed to be valid if all fees for which you are liable including the termination fee which is the value of the fees which would be due until the end of the Initial Term (which is the first 12 or 24 month period from the Commencement Date) have been fully paid to Atlantek Computers Limited.



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- 13.5 You may not terminate this Agreement within the period of the Initial Term (which is the first 12 or 24 months period from the Commencement Date). Even if you move to a new address to which it is not possible to provide “the Broadband Services” on production of proof of your changed address.
- 13.6 Either party may terminate this Agreement immediately, on notice, if the other commits a material breach of this Agreement and fails to remedy the breach within 30 days of a written notice to do so. If you have been the part who is responsible for material breach of this agreement you will be immediately liable to pay Atlantek Computers Limited a termination fee which is the value of the fees which would be due until the end of the Initial Term (which is the first 12 or 24-month period from the Commencement Date).
- 13.7 Upon termination or expiration of this Agreement registration to any of our services or those of third parties provided in the course of and/or for the purposes of “the Broadband Services” will cease at such time as the provision of “the Broadband Services” ends.
- 13.8 If the Customer is dissatisfied with “the Broadband Services” or any related terms, conditions, rules, policies, guidelines or practices, the Customer’s sole remedy is to discontinue using “the Broadband Services,” cancel the account, notify Atlantek Computers Limited in writing and pay any cancellation fee which may apply.
- 13.9 To cancel “the Broadband Services” the Customer must send a written request for termination by e-mail to [Info@atlantek.net](mailto:Info@atlantek.net) or by letter to Atlantek Computers Limited, Rosssport, Ballina, Co Mayo and same must be signed by an authorised representative of the Customer to arrive not less than 20 working days before the end of the current billing term.
- 13.10 All termination notices received by Atlantek Computers Limited will be acknowledged by email or in writing by Atlantek Computers Limited accounts department to the customer within 30 days. In the event that Atlantek Computers Limited accounts department fails to issue a confirmation of termination notice in writing within 30 days, it is imperative that the customer makes contact with Atlantek Computers Limited accounts department and brings the termination notice to their attention. This is to ensure that Atlantek Computers Limited service charges do not continue to accrue on the customer’s account and that there is service termination. Customers failing to bring such an issue to the attention of Atlantek Computers Limited accounts staff’s attention will continue to be liable for all accruing charges.

## 14 Force Majeure

Neither party will be liable to the other for any failure to deliver “the Broadband Services” or for any breach by it of this Agreement, where such failure or breach is due to a reason outside the reasonable control of such party, including, but not limited to: lightning, exceptionally severe weather, fire, explosion, war, industrial disputes, government action or regulation or national or local emergency. If such failure to deliver continues for more than 3 months after the commencement of such failure, then either party may terminate this Agreement on notice in writing to the other party.



# Atlantek Terms and Conditions for Broadband Services

## 15 Installation.

- 15.1 You hereby authorize Atlantek Computers Limited and/or its authorized contractors to install, a Wireless Broadband antenna and associated transceiver, router or modem, software, wiring and any other equipment as necessary at your premises in order to provide Atlantek Computers Limited Wireless Broadband service.
- 15.2 Any custom installation work that you request, including additional equipment i.e. poles, transceiver and cabling may require an additional charge, including placing cable under carpet, through cabinets, through interior walls, through loft and or attic space or inside moulding. The additional charge or rates of charge for such additional work will be quoted to you in advance of any such works being completed.
- 15.3 Atlantek Computers Limited will not be liable for any alterations to the Premises that result from the installation or removal of the Equipment, including, but not limited to, holes in walls, cable wiring or antenna mounting brackets.
- 15.4 You warrant that you are at least 18 years of age and that you own the Premises or have received written permission from the owner to make any changes to the Premises which may be needed to install the Equipment and receive “the Broadband Services.” Additionally, it is your obligation to confirm that the placement of the Wireless Broadband antenna and associated transceiver on the Premises is not in violation of any covenants, conditions or restrictions.
- 15.5 You agree to allow Atlantek Computers Limited’s staff or its subcontractor’s staff access to your Premises to perform installation, repair or maintenance services in support of “the Broadband Services.”
- 15.6 You agree to allow, and not hinder in any way Atlantek Computers Limited staff or its subcontractor’s staff access to your Premises to remove the Wireless Broadband antenna and associated transceiver which remains the property of Atlantek Computers Limited, when this contract has been terminated. Failure to adhere to this clause will result in your liability to pay to Atlantek Computers Limited the full cost of the Wireless Broadband antenna and associated transceiver equipment.
- 15.7 Atlantek Computers Limited may revise, modify or discontinue any or all aspects of “the Broadband Services,” including but not limited to service and Equipment prices, any applicable tariffs, and any terms of this Agreement. Notice to you of any revisions or modifications will consist of updating the process and tariffs on the Atlantek Computers Limited website at [www.atlantek.net](http://www.atlantek.net) & [www.mayofibre.ie](http://www.mayofibre.ie) and/or at the discretion of Atlantek Computers Limited, by Notification via your preferred email account/SMS or phone.
- 15.8 Notice to you of any revisions or modifications to the Terms and Conditions Service Level Agreement will consist of updating the terms and conditions on the Atlantek Computers Limited website at [www.atlantek.net](http://www.atlantek.net) & [www.mayofibre.ie](http://www.mayofibre.ie) and/or at Atlantek Computers Limited’s discretion by Notification via your preferred email account//SMS or phone.

## 16 General Provisions



# Atlantek Terms and Conditions for Broadband Services

- 16.1 We may modify the contractual conditions of our Terms and Conditions at any time, provided that we give you not less than one month prior notice to the date of implementation of any modifications to the contractual conditions at which time you may terminate this Agreement immediately without penalty if you do not wish to accept the modifications.
- 16.2 This Agreement represents the entire understanding between the parties in relation to its subject matter and supersedes all agreement and representations made by either party, whether oral or written.
- 16.3 The parties acknowledge and agree that:
  - 16.3.1 the parties have not been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
  - 16.3.2 in connection with this Agreement the parties' only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Agreement and that all other rights and remedies are excluded, except in the case of fraud.
- 16.4 This Agreement does not create any rights under Contracts (Rights of Third Parties) Act 1999 that are enforceable by any person who is not a party to it, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 16.5 Notices given under this Agreement must be in writing and may be delivered by hand, courier or class post, or email to the following addresses:
  - (a) to us at the relevant address provided during the registration process for Atlantek Computers Limited or any alternative address which Atlantek Computers Limited notifies to you;
  - (b) to you at the relevant postal or email address provided as part of the details which you submit to us during the registration process (the details written in the Customer Account Details panel overleaf) or any alternative address that you provide in writing to Atlantek Computers Limited during the term of this agreement.
- 16.6 Neither party may assign sub-contract or transfer any of their rights or obligations under this Agreement without the prior written consent of the other party, except that Atlantek Computers Limited may assign or transfer its rights and/or obligations to any Affiliate from time to time without the prior consent of the Supplier.
- 16.7 Customer complaint handling procedure. All complaints must be emailed to [info@atlantek.net](mailto:info@atlantek.net) or sent in writing to Atlantek Computers Limited's registered address.
- 16.10 Refunds
  - 16.10.1 Customer's seeking a refund for any reason must submit a request for a refund in writing to Atlantek Computers Limited accounts department at [info@atlantek.net](mailto:info@atlantek.net) or by post to the company registered address with a full explanation and all supporting information. On receipt of the fully supported refund request, the case will be reviewed, and a decision issued within 1 month. An unfavourable decision may be appealed using the procedures set out in section 16.9.
  - 16.10.2 If it is decided that a refund is due to the customer, the refund payment will be issued directly to the customer's bank account or by cheque to the customer at the customer's last known postal address within 1 month of the decision date.
  - 16.10.3 Refunds will not be issued in respect of payments made by customers to Atlantek Computers Limited, in respect of service periods for which customers have failed to serve Atlantek Computers Limited with a written termination notice which has been acknowledged by Atlantek Computers Limited in writing or for all customers who have completed the minimum "term" period.



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16.10.4 for customers who have issued a termination notice in writing which has been confirmed by Atlantek Computers Limited in writing and who fail to make arrangements with their bank to cease the ongoing monthly “bank standing order” payments to Atlantek Computers Limited an administration and handling fee of 10% of the refund value will be charged & deducted from any refund issued to the customer.

## 17 Service and repairs

- 17.1 During the initial 12Mth or 24Mth contract period Atlantek Computers Limited will be obligated to maintain and carry out all necessary repairs to the Wireless Broadband antenna and associated transceiver equipment which will be installed and held within the customer’s property and boundaries. However, this maintenance and repair excludes any damage resulting from abuse or negligence on behalf of the Customer or The Customers servants or agents as determined solely by Atlantek Computers Limited. Any damage to the equipment resulting from lightening damage is chargeable to the customer.
- 17.2 Any maintenance or repair work needed to any equipment not provided by Atlantek Computers Limited including, but not exclusive to, PC’s, laptops and routers, may incur a charge as defined by Atlantek Computers Limited.
- 17.3 Where a service call is requested by the Customer and it transpires that there was no fault with the Atlantek Computers Limited system, Atlantek Computers Limited equipment or the Atlantek Computers Limited Broadband Internet Service, “the Broadband Services,” a service call charge will be levied to cover the cost of an engineer visiting the Customer site. The appropriate charge will be defined by Atlantek Computers Limited.
- 17.4 End user support will be provided according to the business opening times on our website [www.atlantek.net/support](http://www.atlantek.net/support).
- 17.5 Customers will receive a response from support within 2 working days from time of contact.

## 18 Internet access

- 18.1 You hereby agree to abide by Atlantek Computers Limited’s Acceptable Use Policy. This can be accessed via our website at [www.atlantek.net](http://www.atlantek.net) & [www.mayofibre.ie](http://www.mayofibre.ie) acceptable use and is hereby incorporated by reference.
- 18.2 You access the materials on the Internet at your own risk.
- 18.3 Atlantek Computers Limited may deny you access to all or part of “the Broadband Services” without notice if you breach this Agreement, including but not limited to, Atlantek Computers Limited’s Acceptable Use Policy.
- 18.4 You are responsible for ensuring that your usage of “the Broadband Services” does not improperly restrict, degrade or adversely affect any other user’s use of “the Broadband Services,” nor represent, in Atlantek Computers Limited’s sole judgement, an unusually large burden on the network itself. You must comply with the then current bandwidth, data storage and other limitations on “the Broadband Services.” If Atlantek Computers Limited determines that you are exceeding bandwidth limits, you may be notified by email or letter and given 15 days to bring your usage within appropriate limits. We reserve the right to place restrictions on



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your available bandwidth and available download capacity until you moderate your download behaviour. If excessive use continues after the 15-day period, Atlantek Computers Limited may take any action it deems necessary, including, but not limited to, terminating “the Broadband Services” to other customers. Atlantek Computers Limited will notify you of any such action via SMS, mail or email. In the event that it becomes necessary to activate this clause, you will still remain liable to pay the ongoing monthly service charges until the end of the Initial Term despite being prevented from having access to “the Broadband Services” by virtue of your new location (which is the 12 or 24 months minimum contract period).

- 18.5 Atlantek Computers Limited will assign to you (if requested) a Atlantek Computers Limited-owned Internet Protocol address (“IP Address”) which is the exclusive property of Atlantek Computers Limited and is not portable. Atlantek Computers Limited may change the IP Address at any time without liability and without prior notice to you. Atlantek Computers Limited will use reasonable efforts to avoid any disruption to you by notifying you via email before changing your IP Address.
- 18.6 Atlantek Computers Limited’s network gathers information about Internet usage such as the sites visited, session lengths bit rates, and number of messages and bytes passed. Atlantek Computers Limited uses this information in the aggregate. Atlantek Computers Limited may share this aggregated information with other parties from time to time. Atlantek Computers Limited collects and uses personally identifiable information obtained from you and from other sources for billing purposes, to provide and change service, to anticipate and resolve problems with your service, or to identify, create and inform you of products and services that better meet your needs. Atlantek Computers Limited will not use or disclose any personally identifiable information regarding Internet usage unless compelled by a court order of subpoena; you consent to the use or disclosure, or to protect Atlantek Computers Limited’s broadband services and facilities.

## 19 CUSTOMER ACKNOWLEDGEMENTS REGARDING “THE BROADBAND SERVICES”

- 19.1 “the Broadband Services” consists of a fixed wireless internet connection. While Atlantek Computers Limited will undertake all reasonable commercial efforts to deliver the stated service the Customer acknowledges that “the Broadband Services” may contain material that is unsuitable for minors and the Customer acknowledges that Atlantek Computers Limited does not and cannot filter the content.
- 19.2 Atlantek Computers Limited’s VOIP Voice Telephone Service is provided using packet data technology and is powered by a standard electrical connection. If the Customer’s electrical connection fails, then the voice service will be disrupted or unavailable.
- 19.3 Access to emergency services (112 or 999 calls) is provided on a “best effort” basis and is reliant on an electrical supply to the Customer equipment and availability of the network. The base component of “the Broadband Services” is the provision of Internet Access and availability of the network. The base component of “the Broadband Services” is the provision of Internet Access and “the Broadband Services” may include additional components such as Voice over IP Telephony or other services. In a small number of situations, the provision of Voice service may not be feasible or available, even where internet access is provided. In such cases “the Broadband Services” is deemed to have been provided and stated charges are applicable without discount.





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- 19.4 In circumstances where either the Internet Access service or the overlaid voice telephony service is unavailable for a period of 30 days or more from the date of notification to Atlantek Computers Limited, the Customer may terminate this agreement without penalty and with refund of any fees paid in respect of only the 30-day period.
- 19.5 The Customer acknowledges that in order to provide “the Broadband Services” Atlantek Computers Limited has contracted with communications and network operators for internet and voice telephony services. The Customer further acknowledges that Atlantek Computers Limited will only provide uninterrupted continuous service to the Customer pursuant to this agreement to the extent which Atlantek Computers Limited receives such service from linked communications and network operators.
- 19.6 The Customer acknowledges that while “the Broadband Services” operates using licensed and unlicensed radio spectrum, it may in rare cases experience interference to the signal. Atlantek Computers Limited will make all reasonable commercial efforts to liaise with other operators to minimize any interference received by the Atlantek Computers Limited broadband internet antenna and transceiver located at the Customer’s premises. However, such interference if present may have an impact upon the availability and quality of service received. Similarly, Atlantek Computers Limited is obliged to reserve the right to terminate service to the Customer where interference is caused by other systems. The Customer may terminate this agreement where Atlantek Computers Limited cannot rectify or eliminate related issues within 60 days of written notification to Atlantek Computers Limited of said issues.
- 19.7 The Customer accepts that Atlantek Computers Limited may change or withdraw any element of “the Broadband Services” from time to time and will use reasonable efforts to notify the Customer of any necessary change in services.
- 19.8 The Customer acknowledges that “the Broadband Services” is an “always on” connection to the internet while the equipment is powered on, and that it is the Customers SOLE RESPONSIBILITY to install, configure and maintain suitable security measures to protect the Customer’s computer and associated equipment from unauthorized or malicious access from the internet. Atlantek Computers Limited accepts no liability for the security of the Customer’s systems.
- 19.9 The Customer acknowledges that their use of “the Broadband Services” shall be deemed to be an acceptance by the Customer of this agreement.

## 20 Law

This Agreement will be governed by and construed and interpreted in accordance with the law of the Republic of Ireland.

## 21. European Union (Open Internet Access Regulations

Atlantek operates its broadband service in accordance with the ‘European Union (Open Internet Access) Regulations 2019’,

- 21.1 All traffic through the Atlantek network is treated equally without any traffic blocking/capping/throttling or shaping. The only exceptions are to protect the integrity and security of the network and customers in the instance of a security threat such as a cyber attack or virus threat, the only other instance where traffic may be blocked is in the instance of non-payment of subscription. The above



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exceptional traffic management will be carried out in accordance with Directive 95/46/EC & 2002/58/EC of the European Parliament and of the Council.

- 21.2 We do not operate any traffic management practices which inhibit customers to access or distribute information or to run applications or services of their choice on a terminal of their choice on our network. Situations may occur which are outside the control of Atlantek's network which result in certain internet end-point not being accessible.
- 21.3 Atlantek operate a technology neutral service whereby we deliver broadband services to our customers using, fibre, wireless and copper services.
- 21.4 Atlantek will not use customer personal data for any other reason other than for the purpose of the management of their account and distribution of any material to the customer that they have agreed to receive. All personal data will be used in accordance with GDPR & Atlantek's Privacy Policy.
- 21.5 Atlantek Service Purchased lists the available broadband services on offer. The expected speeds are the minimum and maximum normal available speeds we expect to deliver to the customer during off-peak hours and 90% of the time over peak hours, or 95% over the whole day.
- 21.6 Atlantek wish to bring to the customers attention that the valid expected speeds are based on a speedtest carried out while only the test laptop or computer is connected by LAN cable to the main router in the house using [www.speedtest.net](http://www.speedtest.net) and Vodafone Dublin as the server as a base line for all test results. Tests carried out wirelessly, from any other device or while other devices are connected to the service will not give a valid result.
- 21.7 Please note that high definition TV/video service streams and gaming consoles consume a higher proportion of available bandwidth within a customer's premises, it is vital that the purchased package is sufficiently high enough to deliver an uninterrupted service during peak times. Atlantek will assist its customers in assessing the demand versus the available bandwidth and make any recommendations as to the appropriate package to suit the customer's specific needs.
- 21.8 Atlantek currently do not offer any other services over the broadband service which could impact the quality of service of the broadband delivered to the customer.