

## Call Charges

- Calls are charged for on a per second basis subject to a call set-up fee. The rate card for calls is available on our website. Call charges are rounded up to the nearest tenth of a cent and a minimum of 6 seconds is charged for any call made.
- PermaNET reserves the right to amend the price of call plans, rates and other charges. The PermaNET web site will contain notification of any increases in call charges or rates.
- Any call plan minutes remaining at the end of any month will not be carried over to the following month.
- Any calls not included in a call plan are deducted from the credit in your account. All customers are given an initial credit limit on their account. This credit limit may be adjusted by permaNET at any time. When all the credit in your account has been used up, you will no longer be able to make calls outside of your Call Package until payment is received.
- Any calls not included in a call plan are invoiced monthly. You can view monthly invoices and current month call charges on the permaNET customer web page.
- The subscriber is responsible for all charges arising from the use of the Service whether or not incurred by you personally.
- The service is provided solely for the customer's own use and the customer shall not resell the service or any part of the service to any third party.

## Acceptable Use Policy

- PermaNET reserves the right to cancel the service without notice if the customer is deemed to have contravened the acceptable use policy.
- Customers agree not to use any PermaNET provided services for auto-dialers, telemarketing or illegal purposes.
- PermaNET reserves the right to immediately cancel any service where it is deemed that the service is not being used as a normal residential or business connection. PermaNET consider normal unlimited residential usage includes a maximum of 2,000 minutes per month. Unlimited business usage includes a maximum of 4,000 minutes per month.
- PermaNET reserves the right to determine at its sole discretion what constitutes normal residential or business usage.

## Quality of Service

- PermaNET will endeavour to ensure that the service has a high degree of call quality and reliability, although service will not be available in the event of power outages or other unforeseen events beyond the control of PermaNET. PermaNET do not provide compensation for any loss of service howsoever caused. In no event will we be liable to you for any consequential or indirect losses, including but not limited

to loss of revenue, profits, contracts or anticipated savings or wasted expense, or any financial loss or loss of data or liability to third parties for damage, or any general loss on account of the loss of use of the services. PermaNET does not warrant that the service will meet the customer's requirements or that the operation of the service will be uninterrupted or error-free.

- Customers should wait to verify and test any assigned numbers prior to publishing numbers on websites, signs, telephone directories, company stationery or any other format. PermaNET accepts no liability for costs where a number is subsequently shown not to work as required.
- Emergency calls to 112 and 999 will be directed to the emergency services but no guarantee can be made about the reliability of these calls. Customers should especially be aware that power outages are likely to render computer equipment and internet connectivity non-functional and therefore preclude use of the service for emergency calls.
- Due to the nature of the service it may not be possible for emergency services to accurately determine the exact location of the caller. Callers using PermaNET services for emergency calls will need to inform the operator of their location.
- From time to time, service may be interrupted, without notice, to enable PermaNET to perform essential maintenance or alteration to PermaNET's network. PermaNET always works to limit the frequency or duration of such outages.
- PermaNET do not guarantee that the customers phone or other network equipment, other than that purchased from The PermaNET, will work with our service.
- VoIP telephone calls are carried in the public domain over the internet and therefore security of these calls is not guaranteed.
- If the Service provided to the Subscriber is of unacceptable quality (the quality of the Service to be determined by PermaNET) either Party shall be entitled to terminate their account and the Subscriber shall receive a full refund of the Subscription minus applicable call charges provided that the Service is cancelled twenty eight days of the commencement of the Service.
- Should you choose to cancel your account, we will release to your new service provider, the telephone number(s) that were assigned to you, provided the new service provider is able to accept such numbers and your account is paid in full.

## **Other Terms**

- These terms shall be governed by the laws of the Republic of Ireland, and the parties hereby submit to the non-exclusive jurisdiction of the Irish courts to settle any disputes which may arise in connection with these terms and conditions.
- Your use of the service shall be deemed to be an acceptance by you of these terms of service.
- PermaNET reserves the right to revise the terms at any time. PermaNET shall indicate on its website the date of the last revision of the terms. Such changes will take immediate effect when they are posted on the website.

- You warrant that any information provided by you when placing your order is up-to-date, accurate in all material respects and is sufficient for us to fulfil your order; and that you have the legal capacity to enter into a contract. The personal data that you provide when subscribing to the service (Registration Details) shall be true, accurate and complete. You agree to inform PermaNET of any changes to your details immediately by email and or by phone.