

DEFINITIONS

In this Agreement, unless the context clearly indicates otherwise the following words and expressions shall have the meaning ascribed:

"Acceptable Usage Policy" means the policy specifying actions deemed unacceptable usage under this Agreement, published on <http://www.alphawave.ie> as may be amended extended or replaced by PREMIER DATA NETWORKS LTD from time to time and which is hereby incorporated into this Agreement by reference;

"Agreement" means the Customer Authorisation Form, the terms and conditions and Acceptable Usage Policy (each as may be amended, extended or replaced by PREMIER DATA NETWORKS LTD from time to time);

"Commencement Date" means the date when the Service or any part of it is first made available to you or when you first start to use the Service, whichever is the earlier;

"Consumer" means a consumer as defined in the European Communities (Protection of Consumers in Respect of Contracts Made by Means of Distance Communication) Regulations, 2001 – i.e. a natural person who, as regards a distance contract, is acting for purposes which are outside that person's trade, business or profession;

"Customer Authorisation Form" means either the online form submitted by you to PREMIER DATA NETWORKS LTD requesting provision of the Equipment and the Service or if you order by telephone, a form completed by the PREMIER DATA NETWORKS LTD representative containing the details we require from you to enable us to provide you with the Service;

"Equipment" means the Radio Antenna that is supplied for the duration of the Service by PREMIER DATA NETWORKS LTD when you subscribe to the Service that enables you to connect your personal computer to the PREMIER DATA NETWORKS LTD network and access the Internet and includes any other equipment to include all fittings, accessories and modifications thereto from time to time provided as an essential part of providing the Service under this Agreement;

"PREMIER DATA NETWORKS LTD", "we", "us" or "our" shall mean PREMIER DATA NETWORKS LTD/PREMIER BROADBAND & ALPHAWAVE COMMUNICATIONS Internet Services;

"Minimum Subscription Period" means the term commencing on the Commencement Date and the date twelve months thereafter;

"Notice Date" means the date written notice is given to PREMIER DATA NETWORKS LTD by the Subscriber requesting termination of the Service;

"Parties" or "the Parties" means the Subscriber and PREMIER DATA NETWORKS LTD including its assignees;

"Premises" means the location at which the Subscriber receives the Services and where the Equipment is located;

"Service" means an Internet Protocol (IP) based internet connectivity service provided by PREMIER DATA NETWORKS LTD connecting the Subscriber to the Internet via PREMIER DATA NETWORKS LTD's network, including any such additional services as may be subscribed to by the Subscriber;

"Subscriber" or "you" means the party to whom PREMIER DATA NETWORKS LTD provides the Service;

"Subscription" means the amount payable by the Subscriber to PREMIER DATA NETWORKS LTD for the provision of the Service and the use of the Equipment together with any Value Added Tax and any other taxes (at applicable rates from time to time);

"Subscription Period" means the entire term of this Agreement, which shall automatically continue after the Minimum Subscription Period until cancelled by either Party upon thirty days' written notice;

1. ORDERING THE EQUIPMENT AND THE SERVICE

1. This Agreement shall come into force if the Subscriber's order is accepted by PREMIER DATA NETWORKS LTD. Taking payment from your debit account or debit card does not indicate acceptance. Acceptance of your order takes place at the point where such offer is expressly accepted by us by dispatching the Equipment/commencing Services. You should review the email confirmation carefully to ensure that all details are correct. If you have any queries about or wish to correct any of your order details, you should contact PREMIER DATA NETWORKS LTD.

2. If your account is debited before the contract is formed, and if your order is ultimately rejected, we will refund any monies debited from your account. If PREMIER DATA NETWORKS LTD accepts your order, it will provide the Services to you from the date the Service is activated. Your use of the Service shall be deemed to be an acceptance by you of these terms and conditions. A copy of the terms and conditions is available on our website <http://www.alphawave.ie>

3. 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. You are responsible for maintaining and promptly updating your account information as necessary to ensure accuracy and completeness.

4. Any prices, quotations and descriptions made or referred to on the PREMIER DATA NETWORKS LTD website are subject to availability, do not constitute an offer and may be withdrawn or revised at any time prior to our acceptance of your order.

5. While PREMIER DATA NETWORKS LTD will make reasonable efforts to facilitate the efficient processing of your order, your order may be rejected (without liability) if for any reason PREMIER DATA NETWORKS LTD is unable to process or fulfil your order.

2. THE SERVICES

1. PREMIER DATA NETWORKS LTD supplies a Service and /or the Equipment to the Subscriber, pursuant to this Agreement. PREMIER DATA NETWORKS LTD hereby grants the Subscriber the right to use the Equipment and the Service in accordance with the terms of this Agreement, and the Subscriber hereby accepts such use on the terms and conditions as set out in this Agreement.

2. PREMIER DATA NETWORKS LTD will use its reasonable commercial efforts to maintain constant access to the Service and ensure that it is available for use by the Subscriber. However PREMIER DATA NETWORKS LTD does not represent or warrant that the operation of the Services will be uninterrupted, timely, secure or error free or that they will meet any of the Subscribers specific requirements. You acknowledge that PREMIER DATA NETWORKS LTD cannot be held responsible for accidental non-availability for outages of services, or for unforeseen interruptions or deterioration of the Service.

3. If the Service provided to the Subscriber is of unacceptable quality (the quality of the Service to be determined by PREMIER DATA NETWORKS LTD) the Subscriber shall be entitled to terminate this Agreement and receive a refund of the Subscription and installation fee less an administration charge of 75EUR, provided that the Service is cancelled and the Equipment is returned to PREMIER DATA NETWORKS LTD (in accordance with Clause 5.4) within 14 days of the commencement of the Service.

3. THE EQUIPMENT

1. PREMIER DATA NETWORKS LTD will use its reasonable endeavours to deliver the Equipment to the notified location by the delivery date communicated to you. You should be aware that this delivery date is not guaranteed and PREMIER DATA NETWORKS LTD shall not be liable in any way to you for failure to deliver the Equipment in accordance with any delivery schedule. You shall inspect the Equipment immediately upon receipt and inform us in writing within five working days should there be any defect or service disruption/outage.

2. If you fail to take delivery of the Equipment (or fail to give us appropriate delivery instructions) unless this was out of your reasonable control then without prejudice to any other rights or remedies available to us, we may store the Equipment until actual delivery and charge you for the reasonable costs (including re-delivery) as a result of a failed delivery.

3. Your rights of repair or replacement of any Equipment or any part or parts thereof which are found to be defective will (except where agreed otherwise) be negated or rendered void where:

- the Equipment has been repaired or altered by persons other than the manufacturer or PREMIER DATA NETWORKS LTD; and/or
- defective Equipment have not been returned together with full details in writing of the alleged defects
- within twenty eight days from the date on which such Equipment was delivered; and/or
- defects are due (wholly or partially) to mistreatment, improper use or storage or maintenance or
- installation, or failure to observe any manufacturers' instructions or other directions issued or made available by us in connection with the delivered Equipment.

4. Prior to installing the Equipment, you should read the installation instructions carefully and back up or save any data on your personal computer.

5. The equipment which is installed by PREMIER DATA NETWORKS LTD remains the property of PREMIER DATA NETWORKS LTD at all times.

6. The subscriber agrees that PREMIER DATA NETWORKS LTD has the right to access its own equipment for the purpose of installation, maintenance and on termination of contract, the removal of same.

7. The Subscriber shall take all reasonable care in the use of the Equipment and shall at its own cost and expense protect the Equipment from loss and damage. Title to the Equipment will at all times remain with PREMIER DATA NETWORKS LTD and the Subscriber shall be liable for any damage caused to or loss of the Equipment. All risk of loss and damage in and to the Equipment shall, from the date of delivery to the Subscriber, vest with the Subscriber.

8. On termination or expiry of this Agreement, the Subscriber shall return the Equipment to PREMIER DATA NETWORKS LTD within ten working days. Failure to return the Equipment in good working order shall result in a charge of €175 (one hundred and seventy five Euro) inc 23% VAT being levied against the Subscriber.

9. PREMIER DATA NETWORKS LTD will install a broadband receiver on your premises and wireless router where required. The subscriber will agree with the installation engineer the location of these devices. If the subscriber wishes to change the location of this equipment after 24 hours of installation a reinstallation charge of 100EUR will apply.

4. PAYMENT OF CHARGES

1. The Subscriber shall pay the Subscription to PREMIER DATA NETWORKS LTD monthly in advance.

2. The Subscription may increase or decrease at such times and rates as may be notified to the Subscriber via our website from time to time. The Subscriber shall notify PREMIER DATA NETWORKS LTD in writing; any changes they wish to make to their subscription.

3. PREMIER DATA NETWORKS LTD shall be entitled and is hereby specifically authorised to, at its election, either immediately cancel this Agreement and/or suspend the supply of Services to the Subscriber and/or to recover the Equipment (as provided for in this Agreement), upon failure by the Subscriber to pay the Subscription or if the Subscriber is in breach of the terms of this Agreement.

4. Should the Subscriber have to pay to PREMIER DATA NETWORKS LTD any re-connection fee or any ancillary amount, as is not provided for in this Agreement, then such amount shall be paid directly to PREMIER DATA NETWORKS LTD over and above the Subscription or any other charges set out in this Agreement.

5. Should a Subscriber's payment fail for any reason that is due to the Subscriber, PREMIER DATA NETWORKS LTD shall apply an administration charge of €7.95 on the following invoice for each and every event of failure.
6. If the Service is disconnected by PREMIER DATA NETWORKS LTD following two continued payment failures, or non-payment of the Subscription or ancillary charges, a reconnection charge of €25 must be paid by the Subscriber in order to reconnect the Service.
7. If the Service is not available to the Subscriber as a result of damage to the Equipment by the Subscriber, whether inadvertently or intentionally, the Subscriber shall nonetheless remain liable for the full Subscription during such period where the Service is not available to the Subscriber.
8. Invoices will be sent via an Opt-IN basis. The Subscriber should notify PREMIER DATA NETWORKS LTD that they wish to receive their invoice via email every month. Paper bills can be provided at a fee of 4.95EUR per month administration charge.
9. If the Service is not used for a period of time and the Subscriber has not informed PREMIER DATA NETWORKS LTD or terminated the service the Subscriber will be liable for charges during this period.

5. DURATION, CANCELLATION & TERMINATION

1. If the Subscriber is a Consumer who has purchased the Equipment or the Service over the telephone or online, that Subscriber may cancel this Agreement for any reason within the following time limits :
 - for the Equipment, up to 14 working days from the date of installation less an administration charge of 75EUR; or
 - for the Service, up to seven 14 days from the date of installation less an administration charge of 75EUR
2. You agree that your right to cancel the Service will not apply where the provision of the Service commences before the 14 day cooling off period expires.
3. All cancellation notices must be sent in writing to PREMIER DATA NETWORKS LTD, Unit 57 Westside Business Park, Old Kilmeaden Road Waterford and the notice will be treated as given on the day it was delivered to the above address if sent by post or the date the email or the fax was sent to the specified address.
4. If you terminate this Agreement in accordance with clause 5.1, you undertake to discontinue use of the Equipment and immediately return the Equipment (in its original packaging, and with any associated equipment and documentation) to PREMIER DATA NETWORKS LTD in good working order. You will be responsible for the cost of returning the Equipment to PREMIER DATA NETWORKS LTD.
5. If, during the Minimum Subscription Period, PREMIER DATA NETWORKS LTD (following 14 days notice to the Subscriber) either increases the Subscription by a total of more than ten per cent or makes significant changes to the Services, the Subscriber may terminate this Agreement by giving at least thirty days notice in writing. In such circumstances, the Subscriber shall not be liable for the remainder of the Charges for the Minimum Subscription Period. If no notice of such intention to terminate is received by PREMIER DATA NETWORKS LTD within thirty days of the date of increase in the Subscription or change in the Service, the Subscriber will be deemed to have accepted the increase in the Subscription and/or the changes to the Service.
6. The Minimum Subscription Period for this Service is twelve months, eighteen months or twenty four months depending on the type of contract. The Subscriber shall have the right to terminate this Agreement after the Minimum Subscription Period by giving PREMIER DATA NETWORKS LTD thirty days notice in writing. The Subscriber must pay the Subscription up to the end of that thirty day notice period. The subscriber must notify PREMIER DATA NETWORKS LTD before cancelling their direct debit. Returned Direct debits will incur an administration charge of 7.95EUR.
7. If the Subscriber terminates this Agreement during the Minimum Subscription Period (except as set out in Clause 5.1 or Clause 5.5), the Subscriber shall be liable for the balance of the Subscription for the remainder of the Minimum Subscription Period to a maximum of 150EUR.
8. On termination or expiry of this Agreement for whatever reason, the Subscriber shall ensure that the Equipment is returned to PREMIER DATA NETWORKS LTD (in its original packaging, and with any associated equipment and documentation) in good working order and condition, fair wear and tear excepted. Failure to return the Equipment in good working order shall result in a charge of €175 (one hundred and seventy five Euro) plus 23% VAT levied against the Subscriber.
9. PREMIER DATA NETWORKS LTD provides the Service under authorisation granted by ComReg. PREMIER DATA NETWORKS LTD may terminate this Agreement with immediate effect (without liability) by giving written notice if the licence is revoked or otherwise terminated for any reason whatsoever.
10. PREMIER DATA NETWORKS LTD may at any time, without notice to you, immediately terminate this Agreement by giving 30 days notice to the customer.
11. PREMIER DATA NETWORKS LTD may at any time, without notice to you, immediately terminate this Agreement, or suspend the Service, take possession of the Equipment, recover from the Subscriber payment of all such amounts due at the date of cancellation, retain all monies already paid by the Subscriber and claim as agreed pre-estimated liquidated damages all outstanding amounts which would have been due until expiry of this Agreement and to recover all costs from the Subscriber, including legal costs where;
 - the Subscriber is in breach of this Agreement;
 - the Subscriber fails to pay all or any part of the Subscription or any other fees when due;
 - the Subscriber 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;
 - PREMIER DATA NETWORKS LTD cannot verify or authenticate any information submitted on the Customer Authorisation Form; or
 - for any reason PREMIER DATA NETWORKS LTD
 - suspends or discontinues the Service, or is unable to supply the Service to
 - you including where PREMIER DATA NETWORKS LTD is obliged to comply with an order, instruction or request of
 - Government, ComReg, an emergency service organisation or other competent authority.
12. PREMIER DATA NETWORKS LTD reserves the right, at its sole discretion, to pursue all of its legal remedies upon breach by the Subscriber of this Agreement, including but not limited to stopping any Equipment in transit and/or stopping or suspend provision of the Service and/or terminating your order and all or any other contracts between us and you. Further, you agree that PREMIER DATA NETWORKS LTD shall not be liable to you or any third party for any modification, termination or suspension of your access to the Service.
13. PREMIER DATA NETWORKS LTD may at any time, without notice to you, immediately terminate this Agreement by giving 30 days notice to the customer.

6. THE SUBSCRIBER'S RESPONSIBILITIES AND USE OF THE SERVICE

1. When a Subscriber uses the Service for Internet access, they may only do so in accordance with PREMIER DATA NETWORKS LTD's Acceptable Usage Policy which can be accessed at <http://www.alphawave.ie>, the terms of which are hereby incorporated by reference.
2. Without prejudice to the generality of the foregoing, the Subscriber agrees that in using the Service it shall not violate the law or aid another in any unlawful act.
3. Except for information, products or services clearly identified as being supplied by PREMIER DATA NETWORKS LTD, PREMIER DATA NETWORKS LTD does not operate or control any information, products or services on the Internet.
4. The Internet contains unedited materials that Subscribers may find offensive or objectionable. Subscribers access such materials at their own risk. PREMIER DATA NETWORKS LTD has no control over and accepts no responsibility for these materials. Subscribers may wish to utilize software designed to limit access to certain material on the Internet.
5. PREMIER DATA NETWORKS LTD is not responsible for content or policies available on other sites linked to its site. Use of any links to other web pages, is at the Subscribers own risk.
6. PREMIER DATA NETWORKS LTD may take any action it deems appropriate without notice to protect the Service and its facilities for provision of the Service. If PREMIER DATA NETWORKS LTD denies Subscribers access to the Service pursuant to this Section,

Subscribers will have no right;

1. to access through PREMIER DATA NETWORKS LTD to any materials stored on the Internet; or
 2. to access third party services, merchandise or information on the Internet through PREMIER DATA NETWORKS LTD, and PREMIER DATA NETWORKS LTD will have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility to any consequences resulting from lack of notification.
7. PREMIER DATA NETWORKS LTD has no obligation to monitor the Service. Subscribers agree that PREMIER DATA NETWORKS LTD has the right to monitor the Service electronically from time to time, and consent to PREMIER DATA NETWORKS LTD's access, use and disclosure of any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, to improve the Service, or to protect itself or its customers. PREMIER DATA NETWORKS LTD reserves the right to refuse or to remove any information or materials, in whole or in part, that in its sole discretion are unacceptable, undesirable, or in violation of this Agreement.
8. If Subscribers wish to make purchases on the Internet, they may be asked by the merchant or PREMIER DATA NETWORKS LTD from whom they are making the purchase to supply certain information, including credit card or other payment mechanism information. Unless PREMIER DATA NETWORKS LTD is a party to such transaction however, PREMIER DATA NETWORKS LTD disclaims any and all liability for any failure or duplication of such a transaction as a result of any cause whatsoever, including disruption of the Service for any cause whatsoever.
9. The Service is provided on an "as is, as available" basis. Subscribers release PREMIER DATA NETWORKS LTD from and PREMIER DATA NETWORKS LTD shall have no liability or responsibility for any direct, indirect, incidental, or consequential damages suffered by any Subscriber in connection with their use of or inability to use the Service including, but not limited to, damages from loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions, or due to inadvertent release or disclosure of information sent by them even if the same is caused by PREMIER DATA NETWORKS LTD's own negligence. PREMIER DATA NETWORKS LTD specifically disclaims any responsibility for the accuracy or quality of information obtained through the Service.
10. Any network address assignments issued by PREMIER DATA NETWORKS LTD (i.e., Class C address Internet Protocol numbers) are the property of PREMIER DATA NETWORKS LTD and are considered to be loaned to its subscribers. In the event the Service is discontinued for any reason, such IP addresses will revert to PREMIER DATA NETWORKS LTD immediately.
11. PREMIER DATA NETWORKS LTD customer account descriptions in some cases may specify limits on bandwidth or simultaneous network connections for residential Subscribers, and use up to these limits is included in the subscriptions for that type of subscriber. In the event that PREMIER DATA NETWORKS LTD determines that a residential Subscriber is exceeding the bandwidth, or number of simultaneous network connections, the residential Subscriber will be restricted as per terms of our acceptable usage policy. If the excess use continues for more than forty-eight hours after such notification, the residential Subscriber may be requested to upgrade to the appropriate service level agreement or to modify the activity creating the excess use. If excessive bandwidth or simultaneous network connections is determined by PREMIER DATA NETWORKS LTD to adversely affect PREMIER DATA NETWORKS LTD's ability to provide the Service for all Subscribers, immediate action (including suspension of the Subscribers access to the Service) may be taken to alleviate the problem. In such event, the residential Subscriber will be notified by email as soon as practicable.

7. DISCLAIMERS

This clause limits PREMIER DATA NETWORKS LTD's legal liability to you for your access to and use of the Service. You should read this clause carefully. Nothing in this Agreement is intended to limit any rights you may have as a consumer under common law or other statutory rights which may not be excluded. The SERVICE IS available to all users "as is" and, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS MADE AVAILABLE without any representations or warranties of any kind, either express or implied.

PREMIER DATA NETWORKS LTD makes no representations, warranties or undertakings that the SERVICE, the EQUIPMENT or any other equipment that makes the service available, will be free from defects, including, but not limited to viruses or other harmful elements. to the maximum extent permitted by applicable law, PREMIER DATA NETWORKS LTD accepts no liability for any infection by computer virus, bug, tampering, unauthorised access, intervention, alteration or use, fraud, theft, technical failure, error, omission, interruption, deletion, defect, delay, or any event or occurrence beyond the control of PREMIER DATA NETWORKS LTD, which corrupts or effects the administration, security, fairness and the integrity or proper conduct of any aspect of the SERVICE. All use by you of the SERVICE is at your own risk. You assume complete responsibility for, and for all risk of loss resulting from, your using of, or referring to or relying on the EQUIPMENT or the Service, or any other information obtained from your use of the SERVICE. You agree that, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PREMIER DATA NETWORKS LTD and providers of telecommunications and network services to PREMIER DATA NETWORKS LTD will not be liable for damages arising out of your use or your inability to use the SERVICE, and you hereby waive any and all claims with respect thereto, whether based on contract, tort or other grounds. No advice or information, whether oral or written, obtained by you from PREMIER DATA NETWORKS LTD shall be deemed to alter this disclaimer of warranty, or to create any warranty.

8. INDEMNITY AND LIMITATION ON LIABILITY

1. The Subscriber hereby indemnifies and holds PREMIER DATA NETWORKS LTD harmless against any and all liabilities, expenses, losses, injury, damage, fines, penalties claims of whatsoever nature and howsoever arising from or connected with the Equipment, or the use or possession thereof and/or the use of the Service and whether or not such claims are caused by any act or omission of the Subscriber or anyone else and whether the claim is based on contract, tort or other grounds.
2. Liability is neither restricted nor excluded for death or personal injury resulting from any act or omission by PREMIER DATA NETWORKS LTD or the acts or omissions of PREMIER DATA NETWORKS LTD representatives or contractors while acting on its behalf.
3. To the fullest extent permitted by applicable law, neither PREMIER DATA NETWORKS LTD nor any of its directors, employees, servants, agents, affiliates or other representatives and/or their respective parent and subsidiary companies will be liable for loss or damages arising out of or in connection with the use of, or inability to use, the Equipment and/or the Service including, but not limited to, direct, indirect or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, even if PREMIER DATA NETWORKS LTD has been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable.
4. PREMIER DATA NETWORKS LTD shall not be liable for failure to comply with undertakings under this Agreement if hindered from doing so by something outside its reasonable control. Matters outside its reasonable control will include but not be limited to lightning, flood or severe weather conditions, fire or explosion, civil disorder, terrorist activity, war, actions of local or national government or industrial disputes, performance of leased or rented telecommunications services or network or other operators, and Internet network, outside of PREMIER DATA NETWORKS LTD's Equipment, is beyond its reasonable control.

9. ASSIGNMENT AND DELEGATION

The Subscriber may not assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the PREMIER DATA NETWORKS LTD. PREMIER DATA NETWORKS LTD shall be entitled to assign, transfer, mortgage or novate all or part of its rights and obligations under this Agreement to any third party at its absolute discretion, including for the avoidance of doubt its rights of ownership in the Equipment.

10. JURISDICTION

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

11. PERSONAL DATA

1. The personal data that you provide when subscribing to the service (Registration Details) shall be true, accurate and complete. You agree to inform PREMIER DATA NETWORKS LTD of any changes to your registration details immediately by email to support@alphawave.ie
2. PREMIER DATA NETWORKS LTD respects and protects its Subscribers privacy. Any information obtained by PREMIER DATA NETWORKS LTD through an application for the Service may be accessed and used by PREMIER DATA NETWORKS LTD for the purposes of performing its obligations under this Agreement and for administration, risk assessment, market research, marketing, debt recovery and credit checking purposes, accurate billing and efficient operation of the Service. The Subscriber shall be deemed to have given consent for the use of their information for such purposes.
3. In the event of a serious breach on non payment. PREMIER DATA NETWORKS LTD may pass your details onto a third party collection agency. Every effort will be made to settle the outstanding amount with the customer beforehand.

12. GENERAL TERMS

1. None of the provisions of this Agreement shall be interpreted as to deprive you of any rights you may have as a consumer under mandatory Irish law.
2. Any prices, quotations and descriptions made or referred to on the PREMIER DATA NETWORKS LTD website are subject to availability, do not constitute an offer and may be withdrawn or revised at any time prior to our express acceptance of your order.
3. This Agreement contains the entire agreement between the Parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all Parties to this Agreement or their duly authorised representatives.
4. Each party shall bear their own costs related to the preparation or completion of this Agreement.
5. No indulgence, leniency or extension of time which PREMIER DATA NETWORKS LTD may grant or show to the Subscriber, shall in any way prejudice PREMIER DATA NETWORKS LTD or preclude PREMIER DATA NETWORKS LTD from exercising any of its rights in the future.
6. In this Agreement the singular shall include the plural and visa versa, one gender shall include the other genders, lower case letters shall refer to capital letters and visa versa and headings used in this Agreement are for reference purposes only and shall not be taken into account in construing the contents of this Agreement.
7. If any provision of this Agreement is prohibited by law or found to be unlawful, void or otherwise unenforceable, such provision shall, to the extent required by applicable law, be severed from this Agreement. The remaining provisions of this Agreement shall not as far as possible be changed or modified and all other terms and conditions not so severed shall continue in full force and effect.

8. PREMIER DATA NETWORKS LTD reserves the right to revise the terms of this Agreement at anytime. PREMIER DATA NETWORKS LTD shall indicate on its website the date of the last revision of the terms of this Agreement. Such changes will take immediate effect when they are posted on this website, or upon such date as may be reasonably notified.

9. PREMIER DATA NETWORKS LTD recommends that the Subscriber prints off a copy of these terms and conditions and privacy statement for your own records. The parties agree that the fact that this Agreement may be stored or exchanged in electronic form shall not affect its validity.

10. The Subscriber acknowledges that it has read, understood and agrees to be bound by the terms of this Agreement. The Subscriber further acknowledges that this Agreement was fully completed and the particulars set forth therein are true and correct.

13. ACCEPTABLE USAGE POLICY (AUP)

Agreement for Premier Data Networks LTD T/A PREMIER DATA NETWORKS LTD, By using this account, Customer agrees to the following terms and conditions:

In providing computer and network connection Services, PREMIER DATA NETWORKS LTD, its employees and agents, do not warrant that the Services will be available on a specified date or time or that the Network will have the capacity to meet the demand of Customer during specific hours. Neither PREMIER DATA NETWORKS LTD nor its Network Services Suppliers will be liable for any damage that Customer may suffer arising out of use, or inability to use, the services or products provided hereunder.

Neither PREMIER DATA NETWORKS LTD nor its Network Services Suppliers will be liable for unauthorized access to Customer's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of PREMIER DATA NETWORKS LTD or its Network Service Suppliers' negligence.

IN NO EVENT WILL PREMIER DATA NETWORKS LTD OR ITS NETWORK SERVICES SUPPLIERS BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF PREMIER DATA NETWORKS LTD OR ITS OTHER SUPPLIERS SERVICES TO ACCESS THE NETWORK.

The customer acknowledges and agrees that neither PREMIER DATA NETWORKS LTD nor any of its Network Services Suppliers are responsible for the content of the transmissions by Customer which may pass through the Network. Customer agrees that it will take reasonable steps to ensure that it will not use the Network Services for illegal purposes, for transmission of threatening, obscene, or harassing materials, or unauthorized use of copyrighted trademarked, or other proprietary material. PREMIER DATA NETWORKS LTD will cooperate fully with all law enforcement authorities in investigating suspected lawbreakers. The Customer of record is responsible for the security of his or her password and all use of the account, with or without the consent or knowledge of the Customer.

1. The Customer agrees that it will not interfere with or disrupt other PREMIER DATA NETWORKS LTD Customers, services or equipment, or the customers, services and equipment of other sites on the Internet. Disruptions include, but are not limited to, the following:

Forwarding or posting "chain letters" (multiple forwarding) of any type;

- Propagation of computer worms or viruses;
- Attempting to circumvent user authentication or security of any host, network or account on PREMIER DATA NETWORKS LTD BROADBAND systems or the Internet at large ("cracking");
- Forging e-mail or USENET posting header information;
- Sending, or causing a third party to send large numbers of unsolicited e-mail messages either from PREMIER DATA NETWORKS LTD systems or other sites on the Internet at large (i.e. "junk mail" or "spam");
- Adding or attempting to add addresses to any mailing list without explicit positive consent of the addressee;
- Posting inappropriate messages to USENET newsgroups that do not abide by the charter(s) of the newsgroups in which they appear;
- Attempting to cancel, supersede, or otherwise interfere with e-mail or USENET posts other than one's own;
- Engaging in harassment, whether through language, frequency or size of messages;
- Using an account at another provider to disrupt service for PREMIER DATA NETWORKS LTD Customers or users of the Internet at large;
- Using software to illegally download copyrighted content;
- Reselling PREMIER DATA NETWORKS LTD 's Services to third parties;

2. Violation of the foregoing by Customer may result in immediate termination of PREMIER DATA NETWORKS LTD Network access rights without notice to the offending party or parties. Determination of a violation will be made at the sole discretion of PREMIER DATA NETWORKS LTD, and PREMIER DATA NETWORKS LTD, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. PREMIER DATA NETWORKS LTD reserves the right to release the usernames of Customers involved in violations of the foregoing to system administrators at other providers, in order to assist them in resolving disruptions and security incidents, and to valid law enforcement authorities investigating illegal activities.

3. Customer further agrees that PREMIER DATA NETWORKS LTD, its employees and agents (hereinafter referred to as "Indemnified Party") will not be liable for any lost property or data of Customer, any claim or demand against the Customer by any other party, or any claim or demand against any of the parties listed above, due to or arising out of the use by Customer of PREMIER DATA NETWORKS LTD services. Customer shall indemnify and hold Indemnified Party harmless from and against any such loss, claim or demand.

4. For customers who have purchased third party devices through PREMIER DATA NETWORKS LTD to connect to PREMIER DATA NETWORKS LTD services, PREMIER DATA NETWORKS LTD will provide limited technical support for installation and maintenance of those specific devices only and will not support any computer problems potentially associated with the third party device. It is the customers sole risk to utilizes such devices on their Computer.

5. Customer's right to use PREMIER DATA NETWORKS LTD services is personal to Customer and as such is nonexclusive and nontransferable.

6. Access to the Network cannot be guaranteed to any Customer. Customer may be unable to access the Network at any time, and disconnections from the Network may occur from time to time. PREMIER DATA NETWORKS LTD will allocate system resources to provide all customers with the best service possible, and may limit or restrict access to system resources to some users in order to maintain the best service possible for all customers.

7. Customer understands that certain information that may be accessible through PREMIER DATA NETWORKS LTD may be considered inappropriate for minors. Customer acknowledges that PREMIER DATA NETWORKS LTD exercises no control whatsoever over the content of the information passing through or stored on its systems. PREMIER DATA NETWORKS LTD is not responsible for any posting made to USENET and does not monitor access to USENET newsgroups or the content of posts by PREMIER DATA NETWORKS LTD Customers or others.

8. If Customer is an individual, he or she represents and warrants that he or she is of legal age. In the event Customer is a minor, Customer may not apply for PREMIER DATA NETWORKS LTD services until PREMIER DATA NETWORKS LTD has received a copy of a consent form duly signed by the Customer's parent or legal guardian.

10. Basic account charges are invoiced monthly IN ADVANCE and additional charges are invoiced at the end of the month they are incurred.

11. Customer agrees to the standard 12-month contract as specified in the Terms and Conditions.

12. PREMIER DATA NETWORKS LTD reserves the right to change rates, terms and conditions at any time by notifying Customer via our website 30 days in advance of the effective date of the changes.

13. PREMIER DATA NETWORKS LTD has the right to throttle an account if it has been determined that the user is abusing the network. A per GB usage per package will be assigned. Details on how this system works is detailed in 13.15

14. These terms and conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted.

15. Download Limit

Each customer has a daily allowance and is calculated per 24 hours.

The daily download limit will not be calculated from 1am – 7am Monday to Sunday. A customer may download as much data as they wish during this period.

The Daily quota is based on your previous month's usage. The following is a breakdown of how the daily quota limit effects your account.

Between 0 – 100GB last month	- 12GB Per Day Daily Quota
Between 100GB – 200GB last month	- 10GB Per Day Daily Quota
Over 200GB last month	- 8GB Per Day Daily Quota

*Business packages are unlimited for normal working hours Monday – Friday 8am – 6pm. Consistent usage outside of these hours may cause a reduced package being enabled.