

## Acceptable Usage Policy (AUP)

Membership Agreement for Kerry Broadband, By using this account, Customer agrees to the following terms and conditions:

1. In providing computer and network connection Services, KERRY BROADBAND, 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 KERRY BROADBAND 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 KERRY BROADBAND 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 KERRY BROADBAND or its Network Service Suppliers' negligence.

IN NO EVENT WILL KERRY BROADBAND 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 KERRY BROADBAND OR ITS OTHER SUPPLIERS SERVICES TO ACCESS THE NETWORK.

2. Customer acknowledges and agrees that neither KERRY BROADBAND 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. KERRY BROADBAND 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.

Customer agrees that it will not interfere with or disrupt other KERRY BROADBAND 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:

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

Violation of the foregoing by Customer may result in immediate termination of KERRY BROADBAND Network access rights without notice to the offending party or parties. Determination of a violation will be made at the sole discretion of KERRY BROADBAND, and KERRY BROADBAND, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. KERRY BROADBAND 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 KERRY BROADBAND, 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 KERRY BROADBAND 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 KERRY BROADBAND to connect to KERRY BROADBAND services, KERRY BROADBAND 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 KERRY BROADBAND 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. KERRY BROADBAND 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 KERRY BROADBAND may be considered inappropriate for minors. Customer acknowledges that KERRY BROADBAND exercises no control whatsoever over the content of the information passing through or stored on its systems. KERRY BROADBAND is not responsible for any posting made to USENET and does not monitor access to USENET newsgroups or the content of posts by KERRY BROADBAND 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 use KERRY BROADBAND until KERRY BROADBAND has received a copy of a consent form duly signed by the Customer's parent or legal guardian.
9. Payment is due via direct debit. Payments not made within 30 days are considered delinquent and are be subject to reasonable collection and legal fees as well as interest accrued at 1.5% per month. Returned Direct Debits are subject to a €7.50 charge.
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. KERRY BROADBAND reserves the right to change rates, terms and conditions at any time by notifying Customer 30 days in advance of the effective date of the changes.
13. Kerry Broadband has the right to throttle an account if it has been determined that the usage by a customer is excessive.
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.

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