



Fibre Broadband Terms & Conditions

June 2024

Broadband

Imagine agrees to make available to the Customer the Services described below on the following Terms and Conditions:

Definitions

The following words shall have the following meaning: “**Imagine**”, “**we**” “**us**” shall mean Imagine Networks Services Limited, whose registered address is at Sandyford Business Centre, Blackthorn Road, Sandyford, Dublin 18 and its employees;

“**Imagine Product & Pricing Guide(s)**” means the information published from time to time by us in respect of the product details and prices for the Services and is available on our website at www.imagine.ie/terms-and-conditions or upon written request;

“**Acceptable Use Policy**” means additional terms and conditions that govern the acceptable use of the Services by you and are available online at www.imagine.ie/terms-and-conditions

“**Access Provider**” - means the wholesale provider of your telephone line(s) and associated telephone number(s) from which Imagine rents such line(s) and/or number(s) and/or the circuit reference number (“CRN”) in relation to the fibre telecommunications network through which Imagine provides you with fixed broadband and ancillary services;

“**Agreement**” means these Terms and Conditions; the Order; the Acceptable Use Policy; Imagine Product & Pricing Guide(s); our Privacy Policy; any service specific terms and conditions which relate to specific service(s) chosen by you; your Welcome Letter; your Price Plan; promotions which together constitute a legally binding agreement between Imagine and the Customer. The Agreement shall come into force once you start to use the Services as determined by us;

“**Authorised Installer**” means any party authorised by Imagine to install the Equipment but not the Customer;

“**Affiliate**” means a holding company, group company, or subsidiary direct or indirect, or a company that is under the common control of the company concerned;

“**Ancillary Services**” means all ancillary services which for example may include call management services, call waiting or call forwarding applied to the telephone line, any other services provided to you and including equipment owned by you;

“**Broadband Service**” means the service which may be provided through specific electronic equipment, and device(s), and that enables connection to the Internet over the Network;

“Charges” means all charges payable by you to us to avail of the Services; the current Charge(s) are detailed in the Imagine Product & Pricing Guide(s);

“Customer” or **“you”** means the person who has entered into this Agreement with us to use the Services;

“Customer Authorisation Form” means a form to be completed by you to take up the Services;

“Customer Address” means the residential or business premises location in the Republic of Ireland where the Services are provided;

“ComReg” or **“Commission for Communications Regulation”** means the national regulatory authority for the telecommunications market in Ireland;

“Connected Services” means services that are not provided by Imagine and do not form part of the Services but which may use the phone line or broadband for example, alarm monitoring; remote monitoring; medical monitoring; telemetry of any kind; Content and Content services; TV services and other third party internet based services;

“Content” means data, information, video, graphics, sound, music, pictures, text, code, scripts, photographs, software and any other material (in whatever form) which may be accessible by use of the Services;

“Data Protection Legislation” – means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the GDPR), the Data Protection Acts 1988 to 2018, any other relevant data protection and privacy law and any amendment, replacement or supplement thereto, from time to time;

“Equipment” means the Imagine equipment or Third Party Equipment that is supplied to you by Imagine or on behalf of Imagine, when you subscribe to the Services and that enables you to connect to the Network and access the Services and includes any other fittings, accessories and modifications thereto by us from time to time;

“Force Majeure Event” means any cause including, without limitation, any act of God, flood, drought, lightning, earthquake, storm, fire, or other catastrophes, failure, interruption of power supplies, strike, lockout, trade dispute or labour disturbance, acts or omissions of Government or public authority, highway authorities, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or other circumstances beyond the commercially reasonable control of Imagine that prevents it from providing the Services;

“Imagine Agents” means any third party authorised to promote and sell the Services or carry out services and/or business activities on Imagine’s behalf;

“Internal Wiring” means any wiring provisioned by Imagine, its agents or Authorised Installers within the Customer Address relating to the Installation of the Services;

“Internet” means the global public network based on a common communication protocol which supports communication through the world wide web;

“Minimum Term” means the agreed contract duration as defined by your package for the supply of the Services and up to 24 months (including any New Minimum Term);

“Network” means the electronic communications systems operated by Imagine and the Access Providers to offer the Services;

“New Minimum Term” means the new agreed contract duration as defined by your package for the supply of the Services of up to 24 months when you upgrade to a new Service or a tariff option of equal or higher value or add additional Services;

“ONT” means Optical Network Terminal which is the service installation point;

“Order” means an order made by you to us for the provision of the Services and includes, where necessary, a Customer Authorisation Form and, where completed, a Direct Debit Mandate and such order may be made by the Customer in writing, on-line or via a recording of the call serving as a record of the customers consent. Acceptance of such order shall be at the sole discretion of Imagine;

“Phone Service” means the routing of calls and telephone services through an IP-based telecommunications network accessed by you using approved electronic equipment and/or device(s);

“Privacy Policy” means Imagine’s privacy policy which is available online at www.imagine.ie/terms-and-conditions.

“Start Date” means the date on which Imagine provides Services to you or the date on which you use any part of the Services as determined by Imagine, whichever is the earlier;

“Services” means the telecommunications service or services including voice, broadband and any other associated services supplied by Imagine to you and in accordance with the Imagine Product & Pricing Guide(s) and Acceptable Use Policy;

“Termination Charge” - means the fee payable by you where you choose to terminate this Agreement before the expiry of the Minimum Term, and which is equal to the Charges for the balance of the remaining unexpired Contract Term as specified in the Imagine Product & Pricing Guide(s).

“Third Party Equipment” – means any equipment from a third-party that is supplied by Imagine as part of the Services as set out in these Terms and Conditions.

“Welcome Letter” - is a document which Imagine may provide to you electronically which contains information on your Agreement.

The headings set out in this Agreement are for convenience only and shall not affect its interpretation.

1. Commencement of the Service and Minimum Term

1.1 This Agreement shall commence on the Start Date and shall be for the Minimum Term after which the Services will continue to be provided by Imagine on the terms of this Agreement unless terminated in accordance with its provisions.

1.2 On entering into the Agreement, you have confirmed to us that you are aged 18 years or over and have the authority to act on behalf of your household or business.

1.3 At any time within a period of fourteen (14) days from activation of the Services by Imagine, you are entitled to cancel the Order for any reason whatsoever on prior written notice to Imagine (“the Cooling Off Period”). If you cancel during your Cooling Off Period we will refund you monies received from you excluding the costs of delivery of any equipment you ordered e.g. your broadband router (“Equipment”) and the non-refundable deposit paid at the point of sale. You are liable for any usage charges incurred prior to this cancellation of the Services including any installation costs incurred by Imagine in respect of the fibre broadband installation (if applicable). You will not receive a refund for any one-off fees for activation or set up services if you cancel Services after activation. If you cancel we will automatically cancel any related subscription unless you tell us otherwise. If you fail to return the Equipment to us within fourteen (14) days, we reserve the right to charge you an Unreturned Equipment Charge as specified in the Product & Pricing Guide.

1.4 You may choose to upgrade to different Services or a tariff option of equal or higher value or add an additional Services during your Minimum Term by giving Imagine at least thirty (30) days’ notice. You will be given a New Minimum Term which will take effect from the date the upgrade is applied. If you agree to avail of

a promotional offer, you may be subject to a New Minimum Term as agreed between the parties as part of the terms of the offer.

1.5 It is not possible to downgrade your Services from Fibre broadband to Imagine Fixed Wireless.

1.6 It is not possible to downgrade your Services during the first six (6) months of your Minimum Term. In the event you wish to downgrade your service after this period; you must notify Imagine by giving a minimum of thirty (30) days' notice. You will be given a New Minimum Term which will take effect from the date the downgrade is applied.

1.7 You will be required to pay the upgrade and / or downgrade charges that may apply as specified in the Imagine Product & Pricing Guide and in accordance with Clause 12 below.

1.8 Before the Minimum Term is automatically continued, we shall use commercially reasonable endeavours to inform you at least one month before the continuation date of the end of the Minimum Term of the means by which you may terminate this Agreement. In addition, and at the same time, we will give you our view of the best tariff advice relating to your Services. You will receive our view of the best tariff advice thereafter at least on an annual basis.

2. Service Availability

2.1 You must have a service delivery address located within a geographic area covered by the network reach of the Access Provider's network.

2.2. Your service address must be capable of a standard Installation type as determined by the Access Provider.

2.3 For technical, operational, and commercial reasons Imagine shall be entitled to vary, suspend, or discontinue the Services and any aspect thereof at any time if such action is deemed necessary by us; or if we are requested by an authorised authority; or are required to do so by legislation; or for other maintenance or security reasons; or other valid reasons in our sole opinion. All reasonable efforts will be made to minimise such service disruptions. You will have to pay for all Charges during any such service disruptions unless we decide otherwise.

2.4 To offer additional services or value to a Customer's Services or tariff plan from time to time, we may vary the standard settings and/or features of the Services. We may change service delivery methods or platforms from time to time. This may require you to change the Equipment and/or the Equipment settings to continue to avail of the Services.

2.5 Imagine will use commercially reasonable endeavours to provide the Services by any date we indicate to you for that purpose, but all dates are estimates only and Imagine will have no liability for any failure to meet any such date(s).

2.6 Imagine shall make commercially reasonable efforts to prevent unauthorised access to the Services by third parties but shall have no liability to the Customer for any loss or damage caused by unauthorised third-party access to Services or the Equipment. Reliance on call or data session content made over the Network is at your sole risk. We will not be liable for any content sent or received by you. We make no representation as to the quality, accuracy, correctness, completeness or suitability of any call or data session content. You acknowledge that call or data session content may be protected by copyright, trademark, or other intellectual property rights. Where additional terms and conditions govern any access to any Content you acknowledge that you are obliged to comply with such terms and conditions. You accept and agree that content may be manipulated, distorted, adapted, modified, stored, or forwarded by others without restriction on fibre or wireless networks and the internet, and we will not be responsible or liable for such acts. You agree not to manipulate, distort, adapt, modify, or forward any other content without the prior consent of the holder of the rights in such content. We do not accept responsibility for the security of data sessions; when you conduct a data session, you do so at your own risk and are solely responsible for adopting such appropriate security measures against unauthorised access to and interference with your equipment (or associated software/hardware and data) as may be necessary.

2.7 Imagine does not warrant that the Services will be suitable for your requirements or applications, that the operation of the Services will be uninterrupted, timely, secure, or error-free or that the Services will support or be compatible with any applications or other service(s) which you use in conjunction with the Services. For the avoidance of doubt, Imagine is not able to guarantee or offer any minimum service levels as to the quality and availability of the Services other than as set out in this Agreement. Imagine will use reasonable skill and care but cannot guarantee fault free performance. You may experience issues, from time to time, which impact the quality and availability of the Services. The quality and availability of the Services is subject to certain limitations, that are outside Imagine's reasonable control including, but not limited to, man-made and / or geographic obstructions.

2.8 Imagine does not warrant that calls will not be dropped; broadband sessions will not be lost; that transmission of data will occur at any particular speed or that any or all traffic can or will be transmitted by the Network. Imagine does not accept responsibility for the security of broadband sessions or voice calls. The Customer conducts any broadband sessions or voice calls at its own risk and is solely responsible for adopting such appropriate security measures against unauthorised access to and interference with the Equipment (or associated software/hardware and data) or voice or data traffic as may be necessary.

2.9 Imagine is not responsible for Connected Services. We give no warranty as to the availability, suitability, quality, or the continuation of any Connected Services or in relation to suspension; discontinuation; re-commencement or lack of interruption thereof. Your use of Connected Services is at your sole risk, and

we will not be responsible or liable for any loss or damage suffered by you arising from the availability or use of such Connected Services with the Services.

2.10 Imagine will use commercially reasonable endeavours to provide uninterrupted Services but from time-to-time faults or outages may occur whether on the Network or otherwise. Due to the wide range of causes of faults or outages, many of them outside of Imagine's control, it is not possible for Imagine to fix a particular fault or outage in a guaranteed timeframe. However, Imagine will use all reasonable endeavours to repair faults or outages in a timely manner. Imagine does not accept any liability for any direct or indirect loss, damage or claims which may arise as a result of such an interruption, faults or outages. There are no compensation and refund arrangements which apply if targeted service quality levels are not met, the service is provided on a best-effort basis.

2.11 If you have selected a broadband only service, you acknowledge that you will not have the use of a working PSTN line and therefore any Ancillary Services and/or Connected Services that were originally connected to a PSTN line will not be compatible with a Broadband only service. Imagine accepts no responsibility for the consequences of any Ancillary Services and/or Connected Services failing to operate after a Broadband only service is installed. You acknowledge that it is your responsibility that where you have Ancillary Services and/or Connected Services connected that you ensure they are functioning correctly once the Services has been installed.

2.12 We make no representation and give no warranty as to the content, quality, availability, suitability, or timeliness of any add-on or Third-Party Service. We reserve the right to suspend or withdraw access to add-on or Third-Party Services on a temporary or permanent basis at any time. Add-ons or Third-Party Services are used at your sole risk and we are not liable for any loss or damage suffered by of such services. We may be required to bill you for such services. This clause includes, but is not limited to, the use of Services to access third-party websites not controlled by us. We accept no responsibility for their content or services and no endorsement or approval of such sites by us may be implied.

2.13 If you move house, you must let us know at least thirty (30) days beforehand. We will try, but shall be under no obligation, to provide you with the Services at your new address if it is within the Access Provider's serviceable area. It is not possible to avail of this option during the first six (6) months of your Minimum Term. You will be liable to pay an Early Termination Charge for the Services provided to your old address if you move from that address during the Minimum Period, and where the Access Provider can provide you with Services at your new address but you choose not to avail of these Services. Where we agree to provide the Services to your new address, you shall be entered into a New Minimum Term contract for all Services associated with your account from the date of activation in the new address. An Activation or Installation Fee may be payable by you for the initial connection of the Services at the new address. If this is applicable, you will be notified of this during the order process. Please see the current Imagine

Product & Pricing Guide(s) available online at www.imagine.ie/terms-and-conditions for the applicable rate of Activation or Installation.

2.14 If you would like to transfer ownership of this Agreement, you must complete and Imagine must accept a valid transfer of ownership application. It is also possible to change and amend the account holder details for your Imagine customer account. You can find out more information by contacting Customer Care.

3. Customer Care

3.1 Imagines' customer care number is 1800 938 506 and our address is Sandyford Business Centre, Blackthorn Road, Sandyford, Dublin 18. You can contact us by phone, by post or emailing us on support@imagine.ie with regard to your account or your Services. Calls to and from our Customer Support Centre may be recorded or monitored for training and other purposes.

3.2 Imagine's Code of Practice which sets out our complaints and dispute resolution procedure is available online at www.imagine.ie/code-of-practice or upon written request.

4. Provision and Installation of the Services

4.1 On acceptance of a valid Order from you Imagine will provide the Services to you with all commercially reasonable skill, care, and diligence subject to the payment of the Charges as set out at Clause 9 and the terms of this Agreement, and we will provide you with the use of Equipment for the duration of this Agreement to facilitate connection to the Services. Imagine will work with the Access Provider to provide the initial connection within the shortest timeframe possible and in any event within ninety (90) days of the date on your Customer Application Form or as otherwise agreed with you.

4.2 Each new Order for the Services may require an Imagine Agent or Authorised Installer visit to install the Equipment in your home or business premises ("**Installation**"). If a visit is required, you will be notified with an initial appointment date and time (within normal working hours) for Installation. If you wish to reschedule this initial appointment, you can do so without charge until twenty-four (24) hours prior to the appointment, and at least before 4pm on the previous day. A once off non-recurring charge ("Installation Fee") may be payable by you for the initial connection or installation of the Services, if this is applicable, you will be notified of this during the order process. If you fail to reschedule your appointment within the timeframe above, you may also incur an Additional Fee as set out in our Product & Pricing guide. Please see the current Imagine Product & Pricing Guide(s) available online at www.imagine.ie/terms-and-conditions for the applicable rate of Installation, Service or Additional Fee.

4.3 If your phone line or broadband only requires activation, we will agree a date for this with you. When the Services are activated, you will be asked to install the Equipment yourself. When this happens, we will send you instructions to help. An Activation Fee may be payable by you for the initial connection of the Services, if this is applicable, you will be notified of this during the order process. Please see the current Imagine Product & Pricing Guide(s) available online at www.imagine.ie/terms-and-conditions for the applicable rate of Activation. Where an activation of the Services is not possible an Installation may be required including but not limited to an Installation Fee.

4.4 You must take all reasonable care in the use and storage of the Equipment and at your own risk, cost and expense protect the Equipment from loss and damage. Imagine will retain ownership of all Equipment, including but not limited to any cables and/or fittings provided to you under this Agreement and may remove them during or upon the termination of this Agreement. For the sake of clarity, title to the Equipment will at all times remain with Imagine and you will be liable for any damage caused to or loss of the Equipment from the date of delivery to you. Where Imagine agrees to pass ownership onto you, title to such Equipment will pass to you upon full payment of any relevant Equipment fees.

4.5 The Equipment may only be used by you to connect to the Network, and you must comply with all applicable instructions and any other reasonable instructions provided by Imagine in relation to the use of this Equipment. Imagine may add to or substitute the Equipment as necessary to provide the Services or for other valid reasons.

4.6 Imagine will use commercially reasonable endeavours to deliver the Equipment to the Customer Address by the date we indicate to you. This is normally within ten (10) working days from the date we accept your order, but all dates are estimates and Imagine shall have no liability for any failure to meet any such date. If there is any delay in you receiving the Equipment you should contact us within twenty-four (24) hours of your Installation appointment or activation date. In most cases your Installation appointment or activation date may still go ahead, however you may not be able to use the Services until you receive and connect the Equipment. You must inspect the Equipment immediately upon receipt and inform us in writing within five (5) working days of delivery of any damage or missing items from the delivery. If you fail to take delivery of the Equipment (or fail to give us appropriate delivery instructions) 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 of same, including re-delivery as a result of a failed delivery.

4.7 If Equipment supplied to you is faulty you must return the faulty Equipment (in its original packaging and with any associated equipment and documentation) to Imagine within twenty-eight (28) days of receipt of the Equipment. We will (at our sole discretion) either repair the Equipment or supply you with replacement Equipment. If you fail to return the faulty Equipment to us within twenty-eight (28)

days, we reserve the right to charge you a Damaged Equipment Fee as specified in the Product & Pricing Guide.

4.8 When you install the Equipment, you accept that you can only connect the Equipment provided by Imagine into the Fibre port where the Services was installed by an Imagine Agent or Authorised Installer, or where you transferred from another service provider to Imagine and you have selected the same Services and these Services have been activated by Imagine or the Access Provider.

4.9 When you install the Equipment, you must ensure when installing it that any Equipment connected to or used with the Services is connected and used in accordance with all applicable instructions, safety and security procedures as set out by Imagine from time to time. Prior to installing the Equipment, you should read the installation instructions carefully and back up or save any data on your personal computer or other device. Imagine does not accept responsibility for any failure by you to follow such procedures or failure by you to follow correct procedures in relation to your own equipment and/or its compatibility with the Equipment or the Services.

4.10 The following terms apply where Imagine, Imagine Agents or Authorised Installers install the Equipment on your behalf:

4.10.1 The Installation will start with an overview of your home or business premises (the "Premises") to ensure that the Premises can support the Services.

4.10.2 You will at your own cost ensure that the Premises is suitable for the Installation, use and accommodation of the Equipment. If you are not the owner of the Premises on which the Equipment will be installed, it is your responsibility prior to the Installation of the Equipment to ensure you have received all requisite consents and authorisations from the owner of the Premises to install the Equipment at the Premises. You accept that in order to install the Services these consents and authorisations may be required by the Access Provider. Failure to obtain these consents and authorisations shall result in this agreement being terminated with immediate effect without penalty between Imagine and you. We assume no liability whatsoever arising from your failure to procure such consents and authorisations. You acknowledge and agree that you shall fully and effectively indemnify and keep Imagine indemnified for any costs incurred as a result of your breach of your obligations in this Clause. You agree that you will indemnify Imagine in respect of any claim of trespass by a landlord or any third party in circumstances where you have failed to obtain the appropriate consent as required under this clause.

4.10.3 As part of the Installation, you will require Equipment to receive the Services. Where this Equipment has been posted to you, it is your responsibility to have the Equipment at the Premises prior to the Installation.

4.10.4 In order to facilitate the Installation of the Equipment, you shall grant access to Imagine Agents or Authorised Installers to the Premises to allow for installation (and subsequently for the repair and maintenance) of the Equipment and so that they may carry out any works necessary for the provision of such Services. Should you fail to grant access to the Premises, you shall be responsible for all reasonable associated costs and we shall not be responsible for non-provision of the Services as a consequence.

4.10.5 You must have the Premises ready and safe for the Imagine Agents or Authorised Installers to carry out the Installation. In the event the Premises are not suitable for the Installation using only standard Equipment, it may be necessary to install additional Equipment to enable you to avail of the Services. Any costs associated with the additional Equipment including any additional time spent on site by the Imagine Agents or Authorised Installers shall be borne by you in addition to the Charges. Any such additional charges will be notified to you in advance.

4.10.6 The Installation may require works to be carried out on the Premises, which may include additional Internal Wiring, a change of phone socket in the wall or drilling a hole through the wall of your property and affixing a coupler box to an external and/or internal wall and/or any other works which may be required to complete the Installation as deemed necessary by the Imagine Agents or Authorised Installers. The Imagine Agents or Authorised Installers will utilise any suitable available pre-existing overhead and underground infrastructure where possible, although in certain circumstances, underground digs may be required. Where no underground ducts are available, an overhead install solution may be used between homes and/or businesses and/or from a power line, or telephone pole to your Premises. These non-standard Installation options may be subject to additional costs which you will be liable to pay in your subsequent bills with imagine. Imagine, Imagine Agents or Authorised Installers will only provide the Services where extensive construction work over and above standard needs is not required. For these purposes, "construction work over and above standard needs" is defined as any works where the expenditure involved in meeting the request is likely to be greater than €7000. If the engineer reasonably determines that the installation is not standard and is unable to proceed, we will cancel your order and refund any monies you have paid to us excluding the costs of delivery of any equipment you ordered e.g. your broadband router ("Equipment").

4.10.7 You must be present at the Premises at the arranged time for the Installation to facilitate access to the Premises, as required, and to accept that the works have been carried out to a suitable standard.

4.10.8 Imagine shall make commercially reasonable endeavours to install the Services but we shall not be liable if we are not able to complete the Installation. In such event, the Agreement shall be terminated with immediate effect without penalty between Imagine and you.

4.10.9 The Installation will be completed by the Imagine Agents or Authorised Installers. Imagine does not accept any liability whatsoever for any loss or damage that may occur to the Premises during the Installation.

4.10.10 You acknowledge that your power supply may be interrupted during the installation process. Furthermore, during the provisioning of a Service you may experience a temporary loss of existing services and Imagine shall not be held liable to you for any losses or damages howsoever arising during such period.

4.11 On the day we provide the Services, prior to visiting your Premises, the Imagine Agents or Authorised Installers may need to disconnect your phone line for a short period. If possible, you should make alternative arrangements to enable you to make calls to emergency services (including using any Connected Services) during this period. If you already have a broadband service, this may also be taken out of service during the Installation.

4.12 Please note you will be liable to pay an additional charge to Imagine in each of the following cases: (i) If you have not provided the necessary cancellation notice period of up to twenty-four (24) hours (and at least before 4pm on the previous working day) in respect of the scheduled Installation appointment; (ii) If you fail to reschedule your appointment with a notice period of less than twenty-four (24) hours (and at least before 4pm on the previous working day) in respect of the scheduled Installation appointment; (iii) If you do not answer your phone within fifteen (15) minutes of the scheduled Installation appointment; (iv) If the Imagine Agents or Authorised Installers cannot gain access to the Premises due to a third party access issue, for example within an apartment block; (v) If you refuse to allow the Imagine Agents or Authorised Installers onto your property on the agreed appointment date; (vi) If additional Equipment including any additional time spent on site by the Imagine Agents or Authorised Installers is required as the Premises is not ready and safe for the Imagine Agents or Authorised Installers to carry out the Installation; (vii) where the Imagine Agents or Authorised Installers are unable to complete the Installation due to a blocked duct at the Premises; (viii) where the Premises infrastructure is unsuitable or unprepared for the Installation of fibre for example the Premises is still in a build phase or (IX) Where the environment is considered dangerous or unsafe to the Imagine Agents or Authorised Installers Agents, the works may not proceed but other charges may be levied regardless. Please see the current Imagine Product & Pricing Guide(s) available online at www.imagine.ie/terms-and-conditions for more information on the above charges.

4.13 If at the time of placing your Order where you have requested the Whole Home WiFi Booster Subscription plan, you accept that this is a self-install add-on with additional terms and conditions that apply.

5. Broadband Service

5.1 After Installation has been completed and with the exception of abnormal circumstances outside the control of Imagine, the Broadband Service will be provided on the following basis in accordance with this Agreement.

5.2 The Broadband Service may be available in a number of different packages. The details of each package, including download speed, data usage allowances and the Fair Usage Policy (defined within the Imagine Acceptable Use Policy) are set out in the Imagine Product & Pricing Guide(s) (the “Broadband Package(s)”).

5.3 Your broadband speeds will vary depending on the type of broadband available in your area and the Internet access product you have chosen. Imagine does not advertise specific data speeds, referring instead to “up to” as the speeds vary by technology and location. Imagine will often rely on our wholesale network providers in providing you with information on broadband speeds. If you connect by fibre to your home, then the maximum download speed on your access line will be confirmed in advance of connection to the Services. Details of Fibre broadband speeds are available at www.imagine.ie/speeds.

5.4 Your broadband line can deliver the maximum download speed that is advertised but that speed may not always be available and it will be specific to your access line. The normally available speed (i.e. the speed that you could expect to receive most of the time when accessing the Service) should be 80% of the advertised speed and a minimum download speed of 3Mbps. The minimum upload speed available is 1Mbps. Please note all speed references relate to access line speeds which is different to the broadband throughput speed you experience on your device. Speeds achievable and service quality are strictly subject to your device(s) and service capabilities. Best speeds will always be achieved by connecting your device via a direct cable connection to the modem. Speeds over wireless connections will vary based on the quality of your Wi-Fi signal, distance from and placement of the router, the amount of users connected, the number of devices connected at the same time, the capability of those devices and speed they run at, the number and usage of other users accessing your connection over Wi-Fi, the level of use on the network and the capacity of the sites, services and host provider(s) of the content you are accessing. Certain quality of service parameters such as increased latency, jitter in the transmission of data or packet loss can also result in delays, internet access slowing down, web pages failing to load or problems with services like VOIP and VPNs. Your Wi-Fi may also be affected by other electrical devices using the wireless channel either by you or nearby premises e.g. cordless phones, microwaves, or baby monitors. Keeping up to date with software, firmware and antivirus updates may also ensure your device(s) will be able to achieve optimum speeds. For full information on our broadband speeds see www.imagine.ie/speeds.

5.5. The performance of the network is continuously monitored and during busy periods traffic may be managed to ensure everyone has access to our Services. We endeavour to ensure that the Services received by our customers are not impacted through a small number of users, or a particular promotion, placing high demand on network resources (e.g. large bandwidths or exceptionally high call volumes over long periods). In general, you will not notice the difference however if for any reason traffic is exceptionally busy you may experience a temporary impact on your Services such as slower speed.

5.6 We reserve the right, without prejudice to any other provisions of this Agreement, to issue such reasonable instructions or policies, either directly to you, to your Equipment or by making available on <https://www.imagine.ie>, concerning the use of the Services as may be necessary in the interests of; safety, quality of service, other customers, telecommunications services as a whole, or for any other valid reason. These may include acceptable use or fair use policies which provide more detail about the rules for use of certain Services in order to ensure that use of the Services is not excessive, to manage the Network, to combat or prevent fraud, or any security or vulnerability threats, and where the Services we offer or may introduce require certain rules, to ensure they can be enjoyed by all of our customers. If a fair usage policy applies to any Services on your account this will be detailed in your Price Plan or your Service Specific terms and conditions. Imagine may also issue details as to minimum system requirements. You agree to comply with any policy (including any amended policy) as issued by us from time to time that applies to your use of the Services and a copy of these policies are available on our website at www.imagine.ie/terms-and-conditions.

5.7 If you experience any continuous or regularly recurring discrepancy between the actual performance of the Broadband Service and the speeds set out you should contact us and we will endeavour to diagnose and resolve your issue. Imagine, its agents and/or Access Providers will endeavour to resolve any issues on your access line as soon as reasonably possible. In exceptional circumstances longer resolution times may need to apply. Where your account has had several or reoccurring unresolved issues in relation to your Services and it is not possible to remedy the issue and where the relevant facts in relation to the actual performance of the Broadband Service are established by a monitoring mechanism to Imagine's satisfaction, then you have the right to withdraw from this Agreement without penalty. You may also choose to exercise your rights under common law such as seeking rescission of the contract or under consumer law, such as the Sales of Goods and Supply of Services Act, 1980 (as amended) in accordance with your rights under Irish law. For the purposes of this clause, "continuous or regularly recurring" means that the customer has raised the matter with Imagine in accordance with Imagine's customer care policy and Code of Practice and Imagine has been given the opportunity to remedy the situation.

6. Equipment

6.1 You shall be responsible for use of all equipment in connection with the Services and you agree that access to the Internet is at your own risk and subject to all applicable laws. Imagine advises all customers to install an appropriate Internet security solution on your own equipment but Imagine shall have no liability to you for any loss or damage arising from installation, use or non-use of such software.

6.2 Imagine does not guarantee that hardware, other than that supplied by Imagine, will work with the Services, and Imagine does not encourage you to connect any equipment to the Services which has not been supplied or expressly approved by Imagine. Imagine shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by you for use in connection with the Services. Any such equipment must be compatible with the Services, must not cause damage or loss to the Services and the Network and must be used in accordance with relevant instructions, safety, and security procedures.

6.3 Imagine does not support or make any assurances as to the quality of the Services supplied using Third-Party Equipment and shall not be responsible for any loss or damage howsoever arising from Third-Party Equipment or the Services as a result.

6.4 We may require you to reimburse us for any reasonable and foreseeable losses, costs, and expenses which we incur as a direct result of the misuse of the Equipment by you or anyone you have allowed to use the Equipment (including if such use arises from you not taking the steps reasonably necessary to prevent unauthorised use of the Equipment).

6.5 On termination of this Agreement as set out at Clause 13, cancellation of any Services or on receipt of any replacement Equipment, where the requirement for a particular piece of Equipment which was necessary for the provision of such Services is no longer necessary, you must within twenty-eight (28) days of the date of such termination, cancellation, or receipt of replacement Equipment, return the required Equipment to Imagine. If you fail to return the faulty Equipment to us within twenty-eight (28) days, we reserve the right to charge you an Unreturned Equipment Charge as specified in the Product & Pricing Guide.

6.6 You must keep any equipment that has been delivered to you safe until it is returned, even after termination of this Agreement. We may charge you for any loss in value as a result of unnecessary handling by you.

6.7 A charge may apply if you require replacement Equipment from Imagine outside the period of Equipment warranty.

7. Your Obligations and Use of the Service

7.1 You undertake not to use the Services or the Equipment:

7.1.1 for any improper, immoral, or unlawful purpose, nor cause any nuisance by the use of the Services, nor allow others to use the Services for any of the foregoing purposes in a way that may cause degradation of service levels to other customers as determined by Imagine or put the Network at risk; or

7.1.2 for the transmission of any material which is, may be or is intended to be harmful to minors, a hoax or is of a defamatory, offensive, abusive, obscene, or menacing nature; or a breach of another person's rights or for any commercial purpose (including the sending of automated or unsolicited messages to any person); or

7.1.3 for the infringement of intellectual property rights or trade secrets of another party or for the processing of automated personal data as defined in the current Data Protection Legislation as amended; or

7.1.4 to engage in activities which, in the sole opinion of Imagine acting reasonably, cause or are liable to cause disruption or denial of service to any third-party internet or online user; or

7.1.5 to not use, or permit the use of, the Services or the Equipment so as to cause the operation of the Network or the quality of service to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system; or

7.1.6 to run programs or servers that provide network services to others through the Services which includes, but is not limited to, operating a web/mail/ftp or any other server to serve external connections;

7.2 You hereby agree to avail of the Services subject to the provisions of any telecommunications scheme directed by ComReg or any other regulatory body and in force for the time being and the provisions of any legislation, byelaws, or codes of practice applicable hereto.

7.3 You agree that you are responsible for the acts and omissions of all persons using the Services and Equipment under this Agreement. You shall ensure that all persons having access to the Services, or the Equipment comply with the terms and conditions herein stated.

7.4 The Services are provided solely for your own private and personal use, and you shall not resell the Services (or any part of the Services) to any third party.

7.5 Where software is provided to enable you to use the Services, Imagine grants you a non-exclusive, non-transferable licence solely for the duration of this Agreement to use the software for that purpose and you undertake to comply with and be bound by all conditions of the licence under which the software is supplied.

7.6 You shall comply and are bound by all conditions of any licence under which the software, Equipment or the Services is provided.

7.7 You shall comply with all reasonable instructions given to you by us in relation to the use of the Services.

7.8 You warrant that all information and details provided by you to Imagine in your Order(s) are true and accurate, and you shall promptly advise Imagine in writing or by contacting Imagine's customer care team of any changes to that information (including without limitation, your name, address, email address and/or telephone number). We may charge you any reasonable costs we incur as a result of such change(s).

7.9 You shall not gain unauthorised access to Imagine facilities, services, or resources or to the facilities, services, or resources of any connected Internet service providers.

7.10 You agree that you are responsible for keeping all usernames, PINs, and passwords of all your Services secure and private at all times and understand that you should not in any circumstance give your PIN numbers or passwords to any third party (unless you are happy for them to use your account and to incur additional Charges on your account). Please contact us immediately by calling our Customer Care team on 1800 938 100 and change your PIN numbers and passwords if you suspect or become aware of any violation of the security on your Imagine account; breach of the security software on your Services; unauthorised use of your Services; or other breach or suspicious performance on your Services.

7.11 You shall indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses, and proceedings howsoever arising from or in any way connected with the installation or use by you or any other person of the Services or the Equipment provided under this agreement and/or any breach of this agreement by you.

7.12 Imagine may at its absolute discretion take any action it deems reasonably necessary up to and including withdrawal of the Services from any Customer whose use of the Services either risks degradation of service levels to other customers, puts the Network at risk or where the usage of the Services is inconsistent with normal residential or small business usage or, in the sole opinion of Imagine, is for purposes that are not reasonably used or envisaged for usage by residential or small business Customers.

8. Phone Service

8.1 We may provide you with a new telephone number as part of the Phone Service unless you have chosen to keep your existing telephone number or you have chosen not to be provided with a new telephone number. If we give you a phone number, you agree that you don't own that phone number and that you won't transfer it to anyone else or try to do so.

8.2 If you would like to keep your existing telephone number you can move your number to the Network by porting your number from your current service provider in accordance with ComReg regulations ("Number Porting"). Once the porting process commences it may not be possible to discontinue it. The porting process usually takes one working day to complete after your Services is installed.

8.2.1 Your request to port your number shall be as instructed by you on your completed Order. Your request to port your number serves as formal notice on your current service provider of termination of your contract for all telephony services with them. If you cancel your telephone number directly with your existing service provider, then you may lose that number and Imagine shall not be responsible for this.

8.2.2 When you port your number to Imagine any Ancillary Services including but not limited to services such as call waiting, call barring, voicemail, voicemail messages, data or facsimile services on your line will not be transferred to the Phone Service. We may provide certain call features with the Phone Service as set out in the Imagine Product & Pricing Guide(s) and any such additional features are available subject to successful application to us and payment of any associated charge.

8.2.3 During the porting process there may be a period of outage of your existing telephone service, which should not exceed one working day in accordance with ComReg regulations ("Number Porting"). If there is an outage of your existing telephone service, Connected Services and any related or Ancillary Services Imagine will not be liable or responsible for any damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect incurred as a result thereof.

8.2.4 Upon termination of this Agreement, for whatever reason, we will port your number to your new service provider provided a valid porting request is received from your new service provider and they are able to accept the number from Imagine.

8.3 We do not provide a telephone directory service.

6.3.1 If you request, we will make your name, address, and telephone number (as stated on your Order) available to the National Directory Database for the purpose

of inclusion in telephone directories and a public directory enquires service. However, it is not the responsibility of Imagine to maintain these databases.

8.3.2 You must notify us, in writing, of the way in which your name, address, and telephone number is to be made available by the National Directory Database or if you wish to opt out of receiving telemarketing calls and if this is your wish then we will disclose such information only to the extent that we are legally required to do so or if we receive a request from ComReg or another regulatory authority.

8.3.3 We do not accept any liability whatsoever for a failure by the licensed operator responsible for the National Directory Database service to whom we provide such information to comply with any listing request that you make to us or to that licensed operator.

8.4 You may access the emergency services with the phone service free of charge. When you call the emergency services, to comply with regulations, the phone number and locations details will be provided to the emergency services only to the extent that this is technically feasible. As a result, you may have to provide your location information and phone number verbally to the emergency services operator. If there is an internet or electricity failure or network interruption for any reason, it will prevent all voice services such as the phone service and other data transmission and receiving systems from dialling the emergency services and any other connected services including but not limited to alarm systems or medical monitoring systems. Customers should have an alternative means of accessing the emergency or connected services in such instances including, for example, having a charged mobile phone available. Where an Internet only service is provisioned and there is no active telephone service, the Customer will not have access to the emergency services.

8.5 Network congestion or variations in the speed of the network can result in impairment or delay in routing calls to emergency services or connected services. It is your responsibility to inform any household residents, guests and other third persons who may be present at the physical location where you utilise the service(s) of the important differences of the phone service compared with traditional fixed line phone services.

8.6 It may not be possible to determine accurately the exact geographic location of a caller from the phone system as it is nomadic and can be used in various locations. The emergency services (999 or 112 or other such numbers) or the operator may be unable to determine your physical location or address information. You should give them this information as soon as the call is connected as otherwise the emergency services may not be able to respond properly.

8.7 Imagine does not have any control over and accepts no responsibility of any nature or to any extent for the manner in which calls using our Phone Service or our Access Providers Phone Service are answered or addressed by the

emergency services or Connected Services provider or whether they respond at all. You shall defend, indemnify, and hold Imagine and its Affiliates and agents and Authorised Installers and any other service provider who furnishes services to you in connection with the Services harmless, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal costs) by, or on behalf of, you or any third party relating to the absence, failure, interruption or outage of the Services including the inability of any user of the Services to be able to access emergency services or Connected Services.

8.8 Imagine will use its commercially reasonable endeavours to protect the security of your calls however the security of your calls is not guaranteed, and we accept no liability with respect to call confidentiality.

8.9 If we or our Access Providers identify unusual call patterns, suspicious payment patterns or any usage that indicate that the Services is not being used in a manner consistent with normal residential or small business usage or if we or our Access Providers suspect a fraud is being committed we or our Access Providers may restrict your ability to make calls including but not limited to premium rate, mobile and international calls or permanently or temporarily suspend or terminate the Services. We will make reasonable efforts to contact you before suspension or termination of the Services. Imagine will not be liable for any damage, loss, cost or expenses as a result of such suspension or termination. You are liable for all usage of the Services. Further information on digital telephony telephone services can be found on the Commissioner for Communications Regulation (ComReg) website at www.comreg.ie/ (in particular see ComReg document number 05/50).

9. Call Packs

The following additional terms and conditions apply to Imagine Call Packs. Details of these packages are also set out in the Imagine Product & Pricing Guide(s):

9.1 The Call Pack may not include calls made to mobile numbers, international numbers, non-geographic numbers, satellite numbers, Internet subscription-based services and other numbers or services. All such calls and services will be charged at Imagine standard call rates as set out in the Imagine Product & Pricing Guide.

9.2 The Call Pack can be applied to one phone line on your account. Any calls made on additional line(s) will be charged at the standard rates as set out in the Imagine Product & Pricing Guide(s).

9.3 Details regarding the Call Pack including information on the call types, rates of charge and applicable times can be found in the Imagine Product & Pricing Guide.

9.4 A fair use policy applies to all call packs which are intended for normal residential or small business use. If you make excessive use of your call pack your service may be restricted or you may be asked to subscribe to an alternative service package. Imagine at its sole discretion will define from time to time what constitutes excessive use of the Services. Once customers exceed this limit additional calls will be charged at the standard rates as set out in the Imagine Product & Pricing Guide. Imagine reserves the right to cancel or change the Call Pack facility at any time.

10. Switching Provider

10.1 If you decide to switch to or from Imagine, then you will need to comply with the switching requirements of both the receiving and losing provider. If you decide to switch services from Imagine this will be treated as a termination of the Agreement for the Services.

10.2 If you decide to switch from Imagine to another service provider, we will provide you with adequate information before and during the switching process and ensure continuity of service, unless not technically feasible. You warrant and represent that you are the account holder, principal user or authorised representative to authorise the switching of the Services. Imagine does not warrant, represent, or guarantee that any equipment will function or operate on any other Network Operator's telecommunications network.

10.3 If you decide to switch from Imagine to another service provider or port your landline number from Imagine to another service provider, where there is a failure of the porting process we will, where we reasonably can, reactivate your number and related services until the porting is successful. We will also take all reasonable steps to continue to provide Services to you on the same Terms and Conditions until the services of the receiving provider are activated. This Agreement will be terminated automatically upon conclusion of the switching/porting process and any outstanding Charges or Termination Charges outstanding on your account shall be immediately payable.

10.4 If you decide to switch from another service provider to Imagine we shall take the lead and manage the switch request on your behalf, if requested to do so. A request to switch to Imagine may be rejected if information you provide is incorrect, inaccurate, false, misleading, or does not match the data held by your Losing Operator. You will continue to be liable for any contractual obligations including all and any outstanding charges or termination charges owed by you to your previous service provider. You remain responsible for these charges and Imagine will have no liability howsoever arising in respect of such charges.

10.5 If you decide to switch from another service provider to Imagine you acknowledge that (i) You cannot withdraw your instruction to switching once the switching process has commenced; (ii) Services offered by your Losing Operator may not necessarily be transferred to or available with Imagine; (iii) You may have

outstanding contractual obligations including outstanding bills and/or termination charges owed to your Losing Operator, and you remain liable and responsible for these; and (iv) Your existing Equipment may not function or operate on the Network, but, in some cases certain settings may be updated to allow the Equipment to function or operate.

10.6 We do not warrant, represent, or undertake that your Services will be switched within any specified timeframe or at all. However, we will endeavour to switch your service within the shortest possible time on the date we have agreed and in any case within 1 working day of this date. Please contact us in the event of delay and we will deal with your query.

11. Payment

11.1 The Charges in respect of the Services are set out in the Imagine Product & Pricing Guide(s). As part of the Charges for the provision of the Services you may be subject to an annual price increase in April of each year. This means your monthly charge may increase every April by an amount equal to your then undiscounted monthly charge multiplied by the annual Consumer Price Index rate (published in January relating to the CPI from December to December in the preceding year) plus an additional 3% to reflect ongoing investments Imagine makes in its network and technology infrastructure, business, products, and services. This will be applied from your April bill in each year on a compounding basis. In the event that the CPI is negative, then no CPI amount will apply but the additional 3% will still be applicable in calculating the annual price increase.

The current Imagine Product & Pricing Guide(s) is available online at www.imagine.ie/terms-and-conditions. We reserve the right to alter such Charges and will notify you of such a change by notice, in writing, thirty (30) days in advance of the implementation date of any such change. All quoted rates shall be inclusive of Value Added Tax ("VAT") unless stated otherwise.

11.2 In order to avail of the Services you agree to pay by monthly Direct Debit, debit card, or credit card only. You shall pay all sums due to us in full within seven (7) days of the date of the bill. You agree that you are liable for any Charges incurred on your account irrespective of whether those Charges were incurred by you or anybody else with or without your consent. Imagine reserves the right to charge you an additional administrative fee for any unpaid Direct Debits, debit, or credit card payments. Imagine also reserves the right to charge administration fees in relation to cessation, connection, and reconnection of the Services. Charges are set out in the Imagine Product & Pricing Guide.

11.2.1 Should a payment due by you fail for any reason, Imagine shall apply an administration charge for each and every event of failure or as may be set out from time to time in the Imagine Product & Pricing Guide.

11.2.2 Should your Services be disconnected by Imagine following payment failures or non-payment, a reconnection charge will be levied and must be paid by you in each instance prior to reconnection by Imagine as may be set out from time to time in the Imagine Product & Pricing Guide.

11.2.3 A once off activation charge applies to the Services as may be set out from time to time in the Imagine Product & Pricing Guide.

11.3 You will be charged monthly in advance for all Services that have a fixed monthly charge. Any other usage of the Services shall be charged monthly in arrears or otherwise as deemed appropriate by Imagine from time to time for usage of the Services. We may alter your billing date or billing frequency. As some usage of the Services takes longer to bill, you may be billed for Charges incurred in a prior billing period.

11.3.1 The first payment shall be due by you pro-rated to and corresponding with the period for which the Services has been activated and consequently the first Charge may be for a partial period in arrears in addition to the regular Charge period in advance.

11.3.2 You will be issued a summary itemised bill by email. An additional charge may be levied by us for production of paper bills if you request one, unless you are a classed as a vulnerable customer.

11.4 Imagine may require a deposit or advance payment in respect of any sum of money, fee, Charge, subscription, or expense payable or to be payable by you for the Services.

11.5 Should you disagree with any Charges shown on your bill you must write or phone us before the date that payment is due highlighting the Charges that you are querying and, unless otherwise agreed in writing by us, all Charges will remain due in full at the payment date. If the Charges that you have highlighted are incorrect then we will apply a credit to your account in respect of any incorrect Charges. If following the application of a credit an amount remains outstanding, we will advise you of the amount and the new payment date. Unless a credit is issued the full amount remains due. Please refer to the Code of Practice on dispute resolution online at www.imagine.ie/code-of-practice.

11.5.1 All Charges for the provision of the Services will be calculated by reference to the data recorded or logged by Imagine. The determination of Imagine in respect thereof is final.

11.6 A Service Call Out Fee applies if when an engineer has visited the Premises, there is no fault on the actual line. i.e. and the fault lay with your personal equipment and not on the actual line itself.

11.7 A Cancellation Administration Fee is an administration charge which will be applied when you cancel your fibre account with Imagine.

11.8 A De-installation of Fibre at the Premises Fee applies where you have requested the de-installation of fibre Equipment at your Premises which we will make reasonable effort to accommodate.

12. Termination

12.1 Subject to the provisions of clauses 10.2 and 10.3 or as otherwise provided for in this Agreement, this Agreement may be terminated by either party on thirty (30) days prior written notice to the other. You agree that we may contact you with best tariff advice during this required thirty (30) day notice period even if this contract has been terminated.

12.2 If you terminate this Agreement or the Services or any of them, during the Minimum Term, including in circumstances where you are changing address, Imagine may, without prejudice to its rights to treat the termination as a breach or repudiation of this Agreement, agree to accept such termination provided that thirty (30) days prior written notice has been received of such termination and the Customer has paid to Imagine all outstanding charges accrued in full together with the early termination Charge for early termination of the Services and cancellation administration fee as set out in the Imagine Product & Pricing Guide. Equipment must be returned within twenty-eight (28) days of the date of such termination or cancellation, as set out in Clause 6.

12.3 Imagine shall have the right to terminate or suspend the Agreement immediately without notice for any reason, including, but not limited to:

12.3.1 non-payment of Charges in accordance with Clause 9 above; or

12.3.2 if you have provided unauthorised payment details or other details; or

12.3.3 breach by the you or additional user of any term of this Agreement; or

12.3.4 if any information supplied by you to Imagine is false or misleading; or

12.3.5 if we are obliged to comply with an order, instruction, or request of Government, ComReg, emergency service organisation or other competent authority; or

12.3.6 the reasonable instructions of our Access Providers, telecommunications carrier or supplier for reasons of health, safety or quality of the Services; or

12.3.7 you or any additional users do anything (or allow anything to be done) which we reasonably believe may damage the operation or jeopardise the security of the Services; or

12.3.8 you or any additional users are suspected of involvement with fraud or acts which are of defamatory, harmful to minors, offensive, abusive, obscene, menacing, unsuitable or of unlawful character in connection with use of the Services; or

12.3.9 you are in breach of the Acceptable Use Policy; or

12.3.10 you or your Authorised Contact acts in a way towards our staff, agents, or Authorised Installers which we reasonably consider to be inappropriate; or

12.3.11 you die, do not have legal capacity, or become the subject of bankruptcy or insolvency proceedings in any jurisdiction or have become unable to pay your debts as they fall due.

12.3.12 Imagine shall have the right to terminate or suspend the Agreement by letting you know as soon as reasonably possible if our ability to continue to provide the Services is materially and adversely affected because:

12.3.13 any of our Access Providers, telecommunications carriers or suppliers cease to provide Services to us; or

12.3.14 any authorisation required by us expires or is revoked or modified.

12.4 While the Services are suspended or terminated you will be unable to make calls or access the internet. You will still be liable to pay all Charges due and any other reasonable costs and expenses which Imagine may incur as a result of such suspension or termination and any subsequent reconnection of Services. Please refer to the Code of Practice on dispute resolution.

12.5 Imagine shall be entitled to terminate this Agreement immediately by giving you notice if any Force Majeure Event continues for a period of thirty (30) days or longer.

12.6 If we tell you that we are making a price increase under clause 9.1 above or a variation to these terms and conditions which does not fall within a modification of your contract, you can either: (a) move to another Broadband package available to you at your Address; or (b) cancel your subscription to the Services which is being changed, including during your Minimum Term, by telling us within thirty (30) days of receiving our notice of the changes so that we can end or transfer your Services before the change comes into effect. If you would like to transfer your Services to a new service provider, you will need to contact them within this time to arrange the transfer.

12.7 The termination of the Agreement or your default shall not affect any rights and obligations you have under the Agreement. Without prejudice to the generality of the foregoing, on suspension of the Services or termination of the Agreement, all Charges incurred by you together with all Charges arising from

such suspension or termination shall become immediately due and payable. Any terms which expressly, or by implication, are intended to survive termination of the Agreement shall continue to bind you following such termination.

12.8 Where you have the right to terminate the Agreement before the end of the agreed Minimum Term for any reason under the European Union (Electronic Communications Code) Regulations 2022 or other provisions of European Union or Irish law, no compensation may be due by you to Imagine other than payment for any outstanding retained subsidised terminal equipment supplied by Imagine.

12.9 Where your Services are suspended in accordance with the above, any request for changes to the Services (including upgrades/downgrades or cessation) shall not be possible.

13. Liability

13.1 Nothing in this Agreement limits or excludes any liability we may have for (a) death or personal injury as a result of our negligence or that of our agents, Authorised Installers, employees or sub-contractors, (b) fraud or fraudulent misrepresentation of (c) any other matter for which it is not permissible at law to exclude.

13.2 You are solely responsible for preventing any unlawful or unauthorised access to and use of the Services or the Equipment by you or third parties and Imagine shall have no liability in this regard.

13.3 We shall not be liable for any direct, indirect, or consequential loss or damage of any kind caused by the failure of the Services or Equipment howsoever arising or due to the incompatibility with equipment supplied or used by you (or any other person whom you allow) with the Services or the Equipment. The Customer shall indemnify Imagine against all claims made against Imagine or its sub-contractors or agents, for loss, damage or injury to any person or property occasioned by or arising from the use or installation of the Service or the presence of Equipment.

13.4 Reasonable efforts shall be made by the Access Provider to prevent unauthorised access to the Services by third parties but we shall have no liability to you for any loss or damage caused by unauthorised third party access to the Services or the Equipment.

13.5 We shall to the greatest extent permitted by law, have no liability whatsoever for any delay, failure, interruption, non-availability or deterioration in any Equipment or Services provided under this Agreement.

13.6 We shall not be liable to you or any third party in contract, tort or otherwise (including any liability for negligence or breach of duty) for any financial loss whatsoever or for any direct or indirect or consequential loss or Anticipated Savings howsoever arising in relation to the use of the Services or the Equipment

or any failure or error or default by us in the provision thereof, or otherwise in connection with this Agreement. “Anticipated Savings” means any expense, which the Customer expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of using the Service. Your statutory rights are not affected.

13.7 We have no liability under this Agreement for the acts and omissions of other telecommunication operators or Content providers. The Customer acknowledges that it accesses the Internet at its own risk and that Imagine has no responsibility for any goods, services, information, software, or other materials accessed by the Customer whilst using the Services.

13.8 We are not liable for claims arising out of a breach in the security or privacy of messages or calls transmitted using the Services.

13.9 Equipment Warranty: Imagine warrants to you that the Equipment will be substantially free from material defects under normal use (as determined by Imagine) for a period of two (2) years from the date you receive the Equipment (“Limited Warranty”). This Limited Warranty excludes any defects resulting from abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, your failure to comply with Imagines’ policies or other instructions issued by Imagine, alteration or additions to the Equipment not approved in writing by Imagine, or any other cause beyond the commercially reasonable control of Imagine. Repair or replacement, in Imagine’s sole discretion, of the Equipment is Imagine’s only responsibility and your exclusive remedy for breach of any warranty regarding the Equipment or the installation thereof. This Limited Warranty is personal to you and may not be assigned. Subject to the maximum period, the Limited Warranty for the Equipment shall terminate upon expiration or termination or expiry of this Agreement.

13.10 .5. Save as expressly provided herein, Imagine disclaims all representations, warranties, guarantees, terms or conditions of any kind, whether express or implied, including but not limited to implied undertakings regarding quality of service implied under Section 39 of the Sale of Goods and Supply of Services Act, 1893 and 1980, to the fullest extent permitted by law and the customer agrees that is fair and reasonable. For the avoidance of doubt any limitation or exclusion of liability under these terms and conditions shall only be to the extent permitted by law.

13.11 This Clause 11 shall continue to apply notwithstanding termination of this Agreement for any reason whatsoever or howsoever arising.

14. Maintenance

14.1 You agree that from time to time it may be necessary for Imagine to temporarily suspend the Services during periods of repair, essential maintenance or alteration or improvement to the Network or otherwise in accordance with law.

Where reasonably practicable Imagine will give the Customer notice prior to such suspension of the Services (but there may be times when we give no notice) and Imagine shall restore the Services as soon as reasonably possible after such suspension. Imagine shall endeavour to carry out such work outside normal usage hours. No liability will be accepted by Imagine for any loss or damage arising as a result of an interruption in the Services during such maintenance or repair time.

14.2 You agree to notify us as soon as possible after a defect, fault or impairment in the operation of the Services is detected by you and Imagine shall use its commercially reasonable endeavours to attend to the fault as soon as reasonably practicable as determined by Imagine. We will do so during normal business hours at the Customer Address or at whichever location Imagine considers the reported fault to be located.

14.3 Imagine reserves the right to charge you additional fees for maintenance or repair where you prevent us from carrying out our maintenance or where the fault or defect resulted from any cause whatsoever which is beyond the commercially reasonable control of Imagine, its employees and agents, or if in the sole opinion of Imagine it arises from the wilful neglect or default of you or of any of your suppliers or agents or from your failure to comply with the provisions of this Agreement, or from a fault or other damage to the Equipment caused by you.

14.4 The Access Provider will be responsible for the maintenance of the Services up to the ONT but not for any Internal Wiring (including any Internal Wiring extensions beyond the ONT at time of Installation of the Services) which at all times remains your responsibility.

15. Provision of Information and Data Protection

15.1 Please take time to read our Privacy Policy available at www.imagine.ie/terms-and-conditions which applies to our use of your personal and other information by us and our group companies, which you accept as part of the agreement.

16. Miscellaneous

16.1 Your agreement is with Imagine. These terms and conditions apply to your use of the Services. When signing up for use of the Services, you will be required to accept these terms and conditions, along with the terms of any of the following which may be applicable; the Order, the Acceptable Use Policy together with the current Imagine Product & Pricing Guide(s) and the Imagine Privacy Policy (as amended from time to time), or your Welcome email constitutes the entire agreement (“the Agreement”) between the parties in relation to the Services and shall supersede any previous agreement(s) that may have been executed by you for the provision of the Services at any time. In the event of a conflict between

these Terms and Conditions and any of the other documents referred to then these Terms and Conditions shall prevail.

16.2 You may also be required to accept the terms of other related Imagine products or services (including add-ons and Third-Party Services) or any promotions. These may be subject to their own distinct terms and conditions, and charges which form part of the agreement and which you are advised to read. A copy of all terms and policies can be found at www.imagine.ie/terms-and-conditions.

16.3 We reserve the right to refuse any application.

16.4 The parties agree that the fact that this Agreement may be stored or exchanged or displayed or notified in electronic form shall not affect its validity.

16.5 Imagine reserves the right to change any terms of this Agreement, the Services or any part thereof upon one (1) months written notice to you. You have the right to withdraw from this Agreement without penalty if you do not accept the changes. The right to terminate this Agreement shall be exercisable within one month after notification. The continued use of the service after the effective date of the change shall be deemed acceptance of the change. The changed Terms and Conditions shall then become applicable to you. You will not be able to end the agreement if such change (i) is exclusively to the benefit of you, is of a purely administrative nature and has no negative effect on you or is directly imposed by European Union or Irish law. In such circumstances you will not be able to end this Agreement.

Changes to the Acceptable Use Policy & Imagine Product & Pricing Guide may be made from time to time. The latest applicable versions will be available online at www.imagine.ie/terms-and-conditions.

16.6 If any of the provisions of this Agreement are held to be unenforceable, illegal, or void in whole or in part the remaining portions of the Agreement shall remain in full force and effect.

16.7 Imagine endeavour to send all relevant notices either to your billing address and/or by email and/or by SMS text message to your mobile phone as provided by you, and/or via service notifications and this shall be accepted as proper notification. All correspondence from Imagine shall be deemed served after posting or immediately on emailing or on earlier proof of delivery. Imagine's address for service of any notice here under shall be Sandyford Business Centre, Blackthorn Road, Sandyford, Dublin 18, or such other address as we may specify.

16.8 Assignment: You may not assign this Agreement in whole or in part or pass your rights or responsibilities under this Agreement to anyone else, without the prior consent of Imagine, even if you nominate any other person to make changes to your account. It is your sole responsibility to make sure all Services on your

account are used in accordance with this Agreement. Imagine may assign this Agreement to an Affiliate or third party at any time without notice.

16.9 Your Imagine account will contain customer information, usage details and other information relating to all Services being provided under that account. You can choose to provide other individuals with access to view this information or make changes to your account by nominating an Authorised Contact or an End-User to your account by contacting us. Before this access is provided, you agree that you fully understand the implications and responsibilities of doing so and accept these Terms and Conditions and the Imagine Privacy Policy. You can remove any access provided to another individual on your account at any time by contacting us.

16.10 No Waiver: Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or enforcement thereof of any such right or any other right on any later occasion. Any deficiency in the Customer's authority to avail of the Services or to use the Equipment shall not preclude reliance by Imagine on any of its rights under this Agreement.

16.11 Imagine shall not be held in breach of its obligations hereunder nor be liable to the Customer or any other party for any loss or damage which may be suffered by the other party due to any Force Majeure Event.

16.12 Use of the Services or any part of them also constitutes acceptance of these Terms and Conditions.

16.13 This Agreement is made solely and specifically between and for the benefit of the parties and is not intended to be for the benefit of and shall not be enforceable by any person who is not named at the date of this Agreement as a party to it, and neither party can declare itself a trustee of the rights under it for the benefit of any third party. The terms of this Agreement will apply jointly and severally to all those agreeing to take Services under this Agreement.

16.14 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. Any reference to any legislative act or provision will, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted, or replaced.