

OZONE TERMS & CONDITIONS – DATA SERVICES

CONDITIONS OF SERVICE

These following terms apply if you have subscribed to internet access services.

A. Due to factors beyond our control and also due to congestion and/or local and global network issues, telecommunications networks internet access speeds may vary from time to time. Due to the nature of the internet, including third party influences beyond our control, we deliver internet service on a best effort basis. The following is a table of minimum traffic speed at which we commit to deliver.

Bandwidth	Minimum Download	Minimum Upload
4 Mbps x 1 Mbps	3.5 Mbps	0.8 Mbps
6 Mbps x 1 Mbps	4.5 Mbps	0.8 Mbps
5 Mbps x 2 Mbps	4.0 Mbps	1.5 Mbps
10 Mbps x 2 Mbps	7.0 Mbps	1.5 Mbps
20 Mbps x 4 Mbps	12.0 Mbps	3.0 Mbps
30 Mbps x 30 Mbps	18.0 Mbps	18.0 Mbps

B. If your wired connection is not reaching the speeds you are subscribed to according to the above table kindly contact our tech department so we can carry out tests and if need be send over a technician. If following our visit your connection continues to experience recurring speed issues as evidenced by speed tests carried out according to our instructions, and this issue is not resolved within a month from the first registered complaint, then you will be entitled to terminate the agreement without incurring any penalties.

C. We reserve the right to monitor and control bi-directional data volume and/or bi-directional types of traffic transmitted via your Service and in the event your use of Service risks being of detriment to other customers, puts our system at risk, is not in keeping with and/or does not comply with your Agreement, we reserve the right to reduce internet access speeds, suspend or terminate your Service or restrict certain types of traffic on your Service. In order to be in a position to avert congestion and/or impending congestion we further reserve the right to: (i) prioritise certain types of traffic to ensure an optimised service; (ii) slow down certain traffic types that are not time-critical. During any time of reduction, suspension or restriction you will remain liable for the payment of your monthly Service charge.

D. In the course of managing the data traffic generated on our network we may require to contact individual customers or process Customer's personal data, in so doing Ozone will at all times adhere to its obligations in terms of the Data Protection Act and in terms of the Agreement. Ozone does not monitor and/or check the internet data that its subscribers accede to and use except in so far as it is obliged to do so on the orders of law enforcement authorities so empowered by the law.

E. In the event that we provide you with an email address hosted on our domain, upon termination of your internet data access contract you may request us to provide:

- a. The forwarding of any e-mail received on the original email address to a new email address, free of charge, for a period of twelve (12) months;
- b. An automated reply to any email received on the original email address informing the sender of the forwarding service referred to above and the new email address where you so request.

F. As an Ozone Data subscriber you may access all the content and applications you want irrespective of your Data subscription. Our Traffic Management Policy is in line with the Internet neutrality rules included in the EU Regulation 2015/2120.

G. Unless otherwise stated in your application form, Ozone offers broadband services utilising unlicensed spectrum in the 5GHz wireless band. The band, being unlicensed, may be subject to interference. The technology utilised requires line of sight between the equipment installed at your premises and our base station, which may be affected by changes in buildings' layout and/or heights that may change over time due to construction developments.

OZONE Wireless Broadband (Corporate)

The duration of this contract is a minimum of **24 (twenty four)** months. Should you wish to terminate the Agreement prior the lapse of 24 months, you will be charged the administration fee of **€109.48**. Amounts are stated excluding VAT.

A **one month's** notice of termination is required for all data services whether or not they form part of a bundle.

Termination cannot be acceded to until you have settled all outstanding bills. Once such bills are settled a fresh termination request is required. You will meanwhile remain liable to monthly service rentals.