

NewTel Communications  
Broadband Terms and Conditions

These Terms and Conditions apply in conjunction with NewTel's Standard Terms and Conditions, Broadband Bundle Terms and Conditions, The Price List and Fair Usage Policy, as detailed on [www.newtel.ie](http://www.newtel.ie)

## 1. DEFINITIONS

In these terms and conditions the following terms shall have the meanings allocated to them:

**"Charge"** means the monthly charge payable by the Customer to NewTel to obtain the Services.

**"Contract"** means a binding agreement between you and New Tel for the provision of the Service

**"Fair Usage Policy"** shall mean the usage policy as displayed on NewTel's web site at [www.newtel.ie](http://www.newtel.ie). (or available on request to the NewTel Customer Service Department). This policy may be amended by NewTel from time to time.

**"Helpdesk Facility"** means the facility provided by NewTel to report faults in the Service;

**"Minimum Period Agreement"** means a period of six or twelve months commencing from the Start Date, depending on the Contract you have agreed to;

**"Modem"** means the high speed modem and ancillary equipment that is supplied for the duration of the Service by NewTel when you subscribe to the Service that enables you to connect your PC to the public telephone network and access the Internet;

**"PC"** means any type of Personal Computer including Apple Macintosh;

**"Premises"** means the address at which NewTel agrees to provide the Service to you;

**"Price List"** means the price list published by NewTel on the price pages of [www.newtel.ie](http://www.newtel.ie) setting out the Charges payable for the Service and the Modem, as may be amended by NewTel from time to time;

**"Registration Details"** means the personal information you provide on registration for the Service;

**"Service"** means the NewTel Broadband and Telephony service that provides you with high speed access to the Internet using the Modem, whilst retaining the ability simultaneously to carry out voice telephone conversations;

**"Service Availability Area"** means a geographic area specified by NewTel where the Service is potentially available, as published on NewTel's web site [www.newtel.ie](http://www.newtel.ie) as may be amended from time to time;

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

**"Technical Requirements"** means the requirements to enable the Service to be provided to you as published on NewTel's web site [www.newtel.ie](http://www.newtel.ie);

**"NewTel", "we", or "us"** shall mean the provider of the Service, which is NewTel Communications Limited, whose registered address is 3006 Lake Drive, Citywest Business Campus, Dublin 24 and postal mailing address is P.O. Box 10328, Dublin 24, Ireland

**"you/your"** means the person with whom NewTel is making the Agreement, as specified in the Registration Details.

## 2. THE SERVICE

2.1. For technical, operational and commercial reasons we shall be entitled to vary the Service and any aspect thereof at any time

2.2 The modem and microfilters shall at all times remain the property of NewTel and you shall be liable for any damage caused to the equipment.

2.3 Registering with the Service gives you the ability, subject to Clause 4, using a PC (of appropriate specification) and Modem, to access the Internet on an "always-on" basis at transmission speeds up to 3MB.

2.4 The Service will be provided or procured by NewTel, within 10 working days subject to successful survey and line test, with reasonable skill and care and in accordance with the provisions of this Agreement. If you are transferring your telephone service to NewTel this order will need to be completed prior to the Service being provided.

2.5 NewTel will use its reasonable efforts to install the Service by the date agreed with you, but all dates are estimates and NewTel cannot guarantee that it will meet such dates

2.6 The Service will be provided in accordance with the NewTel code of practice, which can be viewed at [www.newtel.ie](http://www.newtel.ie) or upon written request.

2.7 The Service will be provided on a self-installation basis.

2.8 Before we can be sure that we can provide you with the Service we need to do the following:

2.8.1 perform a telephone line test and check that you are in a geographical area where you can receive the Service;

2.8.2 activate the Service;

2.9 If we are unable to provide you with the Service because the conditions in 2.3 cannot be successfully satisfied, such satisfaction to be determined solely by us then:

2.9.1 we will notify you as soon as possible;

2.9.2 you will return the Modem to us;

2.9.3 subject to 2.9.2, we will refund any payments made for the Modem and the Service.

2.10 If you have agreed to connect to the Service for the Minimum Period Agreement, in the event that you move from the Premises during the Minimum Period Agreement, and you wish to continue to receive the Service, we shall terminate your Service and you will be required to register again for the Service and commit to the Minimum Period Agreement at our then current rates or pay any connections fees if wishing to apply for the Service outside the Minimum Period Agreement. If termination is during the Minimum Period Agreement you will be charged a cancellation fee as per the Price List.

2.11 If you have connected to the Service outside of the Minimum Period Agreement and you move Premises and you wish to continue to receive the Service, we shall terminate your Service and you will be required to register again for the Service and pay any cancellation and connections fees as per the Price List

2.12 As it is a requirement of the Service that you maintain a telephone account with NewTel, should you terminate your telephone account with NewTel within the Minimum Period Agreement NewTel reserves the right to:

2.12a Cancel the service and charge the cancellation fee for the Minimum Period Agreement, as outlined in the Price List, where applicable, or

2.12b Retain your contract, if applicable, but you will revert to our stand-alone Broadband prices, outlined in the Broadband Price List found at [www.newtel.ie](http://www.newtel.ie). You will also incur an additional €10 monthly broadband administration charge.

2.13 In the event you change the services on the telephone line on which you currently use the Service, so that the Service is unable to operate normally your Service will terminate and you will be liable for the Charges during the Minimum Period Agreement, if on Contract. If you did not agree to a Contract you will be required to pay any cancellation fees as detailed in the Price List.

2.14 Eircom or other authorised operator requests that we inform you that activation of the Service may result in you experiencing a temporary loss of your analogue Eircom or other authorised operator line and the loss of ISDN service. NewTel shall not be held liable to you for any losses or damages howsoever arising during such period of provisioning of the Service.

2.15 You acknowledge that the bit rates in respect of the Service, may be reduced by contention within the network from time to time and speeds are not guaranteed.

2.16 If on Contract the cancellation fee during the Minimum Period Agreement is set out in the Price List.

2.17 If you cancel the Service outside the Minimum Period Agreement the cancellation fee is set out in the Price List.

2.18 The Service is not available on ISDN lines.

### **3. PERSONAL INFORMATION**

3.1 The Registration Details that you provide shall be true, accurate and complete. You agree to inform NewTel of any changes to your Registration Details immediately.

3.2 NewTel will respect your personal information and undertakes to comply with all applicable Data Protection legislation.

3.3 In relation to your Registration Details, you agree and hereby consent to NewTel passing those details to Eircom or other appointed agent and to such other third parties as may be necessary in order to provide and operate the Service and deliver the Modem.

3.4 Use of your Registration Data will be in accordance with our Privacy Policy. As a member of the Service you agree that we may send you information mailings regarding the Service.

3.5 Other than as required by law, or as permitted under this Agreement, NewTel shall not disclose your Registration Details to any third party without your permission.

### **4. NEWTEL'S OBLIGATIONS**

4.1 In consideration of the Charges, NewTel shall provide the Service in accordance with the terms and conditions of this Agreement. You acknowledge that NewTel's provision of the Service and its ability to provide the Service is dependent upon other telecoms providers and its ability to provide certain parts of the Service to NewTel. You acknowledge that there may be technical limitations that inhibit the activation or provision of the Service. NewTel agrees to notify other telecoms providers of any issues concerning the Service that you bring to NewTel's attention, but we cannot guarantee rectification of these issues by other telecoms providers.

4.2 NewTel does not accept any responsibility for any defects or errors in either the Service or the Modem.

4.3 You acknowledge that NewTel cannot warrant that the Service will be interruption free or that the transmission of information through the Service will be secure. The Service may be suspended for operational reasons (such as maintenance or Service upgrades) or because of an emergency. Before suspending or interrupting the Service (as aforesaid) NewTel shall use reasonable endeavours to give you as much notice as possible.

4.4 You acknowledge that it is technically impracticable to provide the Service free from errors and/or faults and NewTel does not undertake to do so. NewTel shall provide a Helpdesk Facility to enable faults to be reported and resolved but does not warrant that all faults will be corrected.

4.5 The obligations of NewTel to provide the Service shall be conditional upon the Technical Requirements being satisfied. You acknowledge that the Service shall not be available to you outside the Service Availability Area and that:

(a) it will only be available to you if you have a valid contract for the use of an NewTel analogue direct exchange line which terminates on a master socket forming part of NewTel's (or other authorised operator's) telecommunications network;

(b) you have a PC that satisfies the Technical Requirements; and

(c) your Premises falls within the Service Availability Area.

4.6 Except as may be expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

4.7 You acknowledge that, due to contention on both the network of Eircom or other authorised operator and NewTel's access link, the speed of the Service may be reduced or may not be available at times.

### **5. YOUR OBLIGATIONS**

5.1 You agree to notify NewTel of any change in e-mail address for billing or communication purposes;

5.2 You agree that you will be responsible for any equipment (including the Modem) that may be provided to you for the purpose of receiving the Service and that you will be responsible for all charges necessary to access and use the Service and that you will use any equipment (including the Modem) connected or used with the Service in accordance with any instructions, safety and security procedures applicable to it.

5.3 You agree to notify NewTel of any proposed move of Premises.

5.4 You agree that as part of your wish to take part in the Service, some minor modifications may need to be made to your PC to make it operate with the Service. It is your responsibility to ensure that such modifications do not invalidate the terms of any warranty you may have concerning your PC. NewTel shall incur no liability for any claim that your warranty has been invalidated (if applicable) as a result of work carried out by you, NewTel or its agents (including Eircom or other appointed agent) in order to make your PC operate with the Service.

5.5 You will be allocated both a user name and a password in order to access the Service and you will be responsible for keeping your password confidential and agree to take all necessary steps to ensure that it is kept secure and is not disclosed to any unauthorised person. You will inform us upon becoming aware of any suspected or actual unauthorised use of the Service and will take all steps necessary (or requested by us) to prevent such use.

5.6 You acknowledge that NewTel and/or its agents may give you instructions from time to time which they believe are necessary for health, safety or quality of other telecommunications services.

## **6. USE OF THE SERVICE**

6.1 You shall not use the Service:

- (a) in a way that does not comply with the terms of any legislation or any licence applicable to you or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- (b) without prejudice to the generality of (a) above, in connection with the carrying out of a fraud or criminal offence against NewTel and/or its agents, or any public telecommunications operator;
- (c) to send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights;
- (d) to send or procure the sending of any unsolicited advertising or promotional material;
- (e) in a way that does not comply with any instructions NewTel or its agents has given under Clauses 5.2 and 5.6;
- (f) in a way that in the reasonable opinion of Eircom or other authorised operator could materially affect the quality of any telecommunications service, including the Service, provided by NewTel;

6.2 NewTel shall have the right to enforce such provisions set out in Clause 6.1 above by suspending or terminating the provision of the Service to you if NewTel knows you are in breach of such obligations.

6.3 You will indemnify NewTel and/or its agents against any claims or legal proceedings that are brought or threatened against NewTel and/or its agents by a third party:

- (a) because the Service is used in breach of Clause 6.1 (a) to (f) inclusive; or
- (b) in circumstances where you are in breach of Clause 6.2.

6.4 You will notify NewTel of any such claims or proceedings referred to in Clause 6.3 and keep NewTel informed as to the progress of such claims and proceedings.

6.5 You will be entitled to a monthly data transfer limit as specified from time to time on the website, [www.newtel.ie](http://www.newtel.ie). If you go over this limit we reserve the right to charge you for any excess data transfer as per the Price List.

6.6 You shall observe the provisions of NewTel's Fair Usage Policy as amended from time to time, available on the website [www.newtel.ie](http://www.newtel.ie)

## **7. DELIVERY OF MODEM**

7.1 NewTel, or its representative, shall deliver the Modem to either the Premises or any other location (only in Ireland) notified to us by you [and for the avoidance of doubt you shall be liable for any reasonable additional costs incurred by us in relation to carriage, postage and packing and any other applicable duties taxes and charges].

7.2 We shall use our reasonable endeavours to deliver the Modem to the notified location by the delivery date communicated to you. You should be aware that this delivery date is not guaranteed or of the essence of the Agreement.

7.3 You shall inspect the Modem immediately upon receipt and inform us in writing within 5 (five) days of delivery of any damage or missing items from the delivery.

7.4 If you fail to take delivery of the Modem (or fail to give us appropriate delivery instructions) unless this was out of your reasonable control then without prejudice to any other rights or remedies available to us, we may store the Modem until actual delivery and charge you for the reasonable costs (including insurance) of this storage.

## **8. FAULTY MODEM REPLACEMENTS**

In the event that NewTel provides you with replacement Modem as a result of a fault which is covered under the manufacturer's warranty you must return the faulty Modem (along with any other associated hardware, software and packaging) to NewTel or its appointed agent within 14 days of receipt of the replacement Modem as per 16.2. If you fail to return the faulty Modem to NewTel within 14 days, NewTel reserves the right to charge you the full replacement cost for such Modem unless actual proof of postage can be provided to NewTel.

## **9. INSURANCE**

You will assume the risk of damage to or loss of the Modem from the moment the Modem is delivered to you.

## **10. MODEM WARRANTIES AND LIABILITY**

10.1 The Modem is covered by a manufacturer's warranty. NewTel shall not be held responsible for any acts of the manufacturer or its agents including (without limitation) any failure by the manufacturer to replace or repair the Modem.

10.2 Before you install the software supplied with the Modem and before you connect the Modem to your PC, you should back up or save any data on your PC.

10.3 The Helpdesk Facility can only provide technical assistance for modems supplied by NewTel. You may choose to use your own modem for access to the service if you wish. NewTel will in no way support this equipment or make any assurances as to the quality of Service through use of this equipment. Additionally, if you choose to use your own equipment for access to this Service NewTel shall be in no way responsible for any damage done to your equipment or Service as a result.

## **11. INTELLECTUAL PROPERTY RIGHTS**

11.1 You will agree to enter into any agreement reasonably required by the owner of the copyright in any software made available to you for the purpose of accessing the Service.

11.2 You acknowledge and agree that all intellectual property rights in the Service (including, without limitation, the Modem and any associated software) are vested and shall remain vested in NewTel, its agents, the Modem manufacturer or their licensors, as appropriate.

## **12. INTELLECTUAL PROPERTY RIGHT INDEMNITIES**

12.1 NewTel will indemnify you against all claims and proceedings arising from the infringement of any intellectual property rights by reason of NewTel's provision of the Service to you. As a condition of this indemnity you must:

- (a) notify NewTel promptly in writing of any allegation of infringement;
- (b) make no admission relating to the infringement;
- (c) allow NewTel or its agents (including Eircom or other appointed agent) to conduct all negotiations and proceedings and give all their assistance in doing so (NewTel will pay your reasonable expenses for such assistance); and

(d) allow NewTel or its agents (including Eircom or other appointed agent) to modify the Service, or any item provided as part of the Service, so as to avoid the infringement provided that the modification does not materially affect the performance of the Service.

12.2 The indemnity in Clause 12.1 does not apply to infringements caused by the use of the Service in conjunction with other equipment or software not supplied by NewTel or its agents, or to infringements caused by designs or specifications made by you, or on your behalf. You will indemnify NewTel and its agents against all claims, proceedings and expenses arising from such infringements or alleged infringements.

12.3 Where Software is provided to enable you to use the Service, NewTel grants you a non-exclusive non-transferable licence to use the Software solely for that purpose during the term of this Agreement.

12.4 You shall not copy nor, except as permitted by law, decompile or modify the Software in any way, nor copy the manuals or documentation.

### **13. CHARGES AND PAYMENT**

13.1 NewTel's tariffs for the Service(s), as amended from time to time, also form part of the Agreement and are set out on our website at [www.newtel.ie](http://www.newtel.ie). We reserve the right to alter such tariffs and shall notify the Customer via the web site within a reasonable period in advance of the effective date. All quoted tariffs are inclusive of Value Added Tax (VAT) unless otherwise stated

13.2 All sums due to us shall be paid in full by the due date by means approved by NewTel. Provision of the Service or the Single Bill Services shall be conditional on the Customer making all necessary arrangements to pay for the Service by such means. NewTel shall charge a late fee per month every month there is a past-due balance.

13.3 Existing Customers of NewTel who take the Service or agree to pay for all their NewTel services through their NewTel telephone bill and hereby agree to an amendment of their existing telephone services terms and conditions with NewTel to include this Agreement for local line rental or line rental with CPS services.

13.4 The Charges shall apply from the Start Date. Service customers shall be charged monthly in advance for their monthly Service. If you activate the Service during any calendar month, you will receive an initial bill for the remainder of that calendar month and an additional month in advance on your first billing for such services. Any Charges for excess use will be billed monthly in arrears.

13.5 All sums due to us shall be paid in full by direct debit mandate. Provision of the Service shall be conditional on the Customer making all necessary arrangements to pay for the Service by such means.

13.6 Dishonoured Direct Debits bank charges will be charged to the Customer including an administration fee.

13.7 Any unpaid monies owing to NewTel may be referred to a collection agency.

13.8 All charges shall be calculated by reference to the data recorded or logged by NewTel or supplied by any other authorised operator in accordance with its telecommunications logging systems. NewTel's determination in respect thereof is final.

13.9 In the event that you no longer use NewTel to deliver your voice service, NewTel may, at their sole discretion, suspend the Internet service until the voice service is returned to NewTel or charge the surcharge as set out in the Price List, dependant on whether you are in Contract or outside the Minimum Period Agreement.

13.10 You are free to upgrade your Service plan at anytime.

13.11 To downgrade your Service plan you will be liable for a charge as per the Price List

### **14. SECURITY**

14.1 NewTel will issue you with a username and password. These are essential for the secure use of the Service and you must ensure that they are kept confidential, secure and are used in accordance with all relevant instructions.

14.2 To ensure that the Service remains secure, you must not change or attempt to change a username.

14.3 If NewTel believe there is likely to be a breach of security or misuse of the Service we may:

14.3.1 change the password and then notify you that we have done this; or

14.3.2 suspend access to the Service.

### **15. LIMITATION OF LIABILITY**

15.1 We shall use all reasonable endeavours to ensure that the Service is available for use by you in accordance with the standards of a competent telecommunications service provider, but NewTel shall not be held liable for any delay, failure, interruption, or deterioration of the Service, howsoever arising

15.2 NewTel has neither control over the content of, nor is responsible for, information that is transmitted and made available on the Internet and the security of the Internet as a communication medium, or as a medium for purchasing or payment cannot be guaranteed.

15.3 NewTel shall make reasonable efforts to prevent unauthorised access to the Service by third parties but shall have no liability to you for any unauthorised access to your equipment or computer system.

15.4 We shall have no liability under this Agreement for the acts and omissions of other telecommunications or electronic communications operators and/or Internet Service Providers.

15.5 Neither party shall be liable to the other, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of or impairment of access to any data arising in relation to this Agreement including, without limitation, NewTel's ability to provide the Service.

15.6 The liability of NewTel in contract, tort (including negligence) or otherwise in relation to this Agreement is limited to the price paid by you for the Modem and the Charges in the year (commencing from the Start Date or any anniversary of the Start Date) in which the liability first arose.

15.7 Each provision of this Agreement, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

### **16. TERM AND TERMINATION**

16.1 This Agreement may be terminated as follows and the cancellation provisions of the Consumer Protection (Distance Selling) Regulations 2000 (the "Distance Selling Regulations") will not apply to the Service:

16.1.1 by either of us in writing (fax, letter or email). The customer's account must be paid up to date, any Cancellation fee, as per the Price List, be paid and the Modem returned as per 16.4 if outside the Minimum Period Agreement, unless we terminate pursuant to Clauses 2.7 and 2.8 without notice;

16.1.2 by you giving 7 days notice if we inform you of a material change to the Service or we give notice of an amendment to this Agreement pursuant to Clause 17 where such changes are to your detriment;

16.1.3 If you give notice of termination of this Agreement, or we terminate pursuant to Clause 6.2, during the Minimum Period and the Service has been made available for you to use, you must pay all Charges payable during the Minimum Period Agreement.

16.1.4 Any fees charged to NewTel by Eircom or other appointed agent for cancelling an order will be passed onto the customer.

16.1.5 NewTel reserve the right to charge a termination fee to you, on top of any other money owed, should you cease your account:

a) Within the Minimum Period Agreement – the monthly Charge for the remainder of the Minimum Period Agreement and the Modem fee as per the Price List

b) Outside the Minimum Period Agreement – the cancellation Charge and Modem fee as per the Price List

16.1.6 The Customer shall have the right to terminate the Service within five days of placing an order with NewTel, or prior to the Start Date, whichever is earlier. Failure to do so will result in payment of fees incurred by NewTel during provision and subsequent termination of the ADSL service.

16.2 Either party may terminate this Agreement immediately, on notice if the other:

(a) commits a material breach of this Agreement, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or

(b) commits a material breach of this Agreement which cannot be remedied; or

16.3 NewTel shall be entitled to terminate this Agreement in the event that:

(a) the contract between NewTel and UTV Internet or other authorised operator enabling NewTel to provide the Service is terminated;

(b) the service provided to NewTel by UTV Internet or other authorised operator is not of the quality deemed by NewTel to be appropriate to provide the Services;

(c) you no longer have a valid contract for the use of a NewTel direct exchange line as referred to in Clause 4.5(a);

(d) we are obliged to comply with an order, instruction or request of Government, the Commission for Communications Regulation (ComReg), an emergency service organisation or other competent authority; or

(e) you are suspected of involvement with fraud or acts which are of a defamatory, offensive, abusive, obscene, menacing, unsuitable or unlawful character in connection with use of the Service, or

(f) if for technical reasons it is not possible to provide the Service.

16.4 Upon termination for any reason, unless outside the Minimum Period Agreement, you will be responsible for returning the Voyager Modem to NewTel Communications, Ireland at your expense. Failure to return the modem and microfilters within 14 days of the effective date of termination shall result in NewTel debiting €40.00 from your Bank Account for the equipment and you hereby expressly consent to such debit. The line will not be ceased until the modem is returned to the appropriate destination. Upon receipt of your modem, NewTel will cease your service with our supplier.

16.5 If any of the events detailed in 16.2 occur as a result of your default, NewTel may suspend the Service without prejudice to its right to terminate this Agreement. Where the Service is suspended under this Clause 16.4 you must pay all the Charges due in respect of the Service until this Agreement is terminated.

16.6 In the event that NewTel agrees to you terminating this Agreement before the expiry of the Minimum Period, you must pay all the Charges due up to and including the date of expiry of the Minimum Period.

16.7 In the event that NewTel agrees to you cancelling the service after the Minimum Term you must pay all the Charges due for the service as per the Price List and including the cancellation fee.

16.7 Termination in accordance with this Clause 16 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party and all provisions which are expressed to survive this Agreement or impliedly do so shall remain in full force and effect.

## **17. FORCE MAJEURE**

In the event of Force Majeure, neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments) nor be liable to the other party for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including, without limitation, any act of God, war, terrorist act, failure, interruption of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labour disturbance, acts or omissions of Government, highway authorities or other circumstances beyond the control of the parties.

## **18. ASSIGNMENT**

18.1 NewTel may assign this Agreement to an Affiliate of it without consent.

18.2 The Customer shall not assign this Agreement in whole or in part without the prior written consent of NewTel.

## **19. NO WAIVER**

19.1 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, or of any such right or any other right on any later occasion.

19.2 Any deficiency in the Customer's authority to avail of the Service or to use the Equipment shall not preclude reliance by NewTel on any of its rights under this Agreement.

## **20. NOTICES**

20.1 NewTel shall send all notices either to the Customer's billing address as provided on registration or place same on the NewTel web page ([www.newtel.ie](http://www.newtel.ie)).

20.2 NewTel's address for service of any notice hereunder shall be such address as appears on the last written correspondence rendered to the Customer or such other address as may be prescribed by NewTel for the purpose.

20.3 All written correspondence from NewTel shall be deemed served 48 hours after posting or on earlier proof of delivery.

## **21. USE OF INFORMATION**

21.1 In accordance with the provisions of the Data Protection Acts 1988 and 2003 (the "Acts"), any information (such as contact and direct debit details) obtained by NewTel or through the use of the Service or the Equipment and (subject to the right of the Customer to request otherwise), may be used by NewTel to identify other products and services, which may be offered to the Customer by NewTel or selected third parties.

21.2 In accordance with the Acts and the Carrier Pre-Selection Code of Practice, any information obtained by NewTel through an application for or the use of the Service may be accessed and used by NewTel and its Affiliates for the purposes of accurate billing, efficient operation and the provision and administration of the Services.

21.3 Any information so obtained from the Customer may be transferred and disclosed by NewTel to parties (including internationally) for the provision and administration of the Service, the Single Bill Service, the Equipment or to any third party who assumes the rights of NewTel under this Agreement. The Customer's information may also be disclosed to credit reference or, credit collection agencies in connection with Service.

## **22. VARIATION**

NewTel reserves the right to vary the terms of this Agreement or the nature of the Service (where the technical specification of the Service is varied) at any time and NewTel will inform you of any such changes through e-mail, newsletter or such other medium, as NewTel considers appropriate not less than one month prior to the implementation of such variation.

## **23. MISCELLANEOUS**

13.1 If any provisions of the 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.

13.2 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 located in Dublin, Ireland.

13.3 Any dispute that arises between the Customer and NewTel shall be resolved according to the dispute resolution procedures set forth in the NewTel Code of Practice applicable to its telecommunications customers. The dispute resolution sections of that agreement are incorporated by reference into this Agreement. You may obtain a copy of those dispute resolution provisions by contacting the NewTel customer care department or on the NewTel web site, the location of which is set forth in clause 4 of this Agreement.

## **24. NEWTEL PROMOTIONS**

24.1 From time to time, NewTel may announce promotions for both existing customers and new customers. NewTel reserves the right to amend, withdraw and extend promotions at anytime.

24.2 In all cases, unless otherwise stated within the promotion details, customer credits will be allocated to their NewTel subscription account and cannot be transferred to any other account.

24.3 Promotions specifically targeted at new customers will not be applicable to existing customers. Existing customers who cancel and then subsequently re-apply for the Service may not be eligible for promotions open to new customers.