

Perlico Business Terms and Conditions

1. Agreement

These terms and conditions and the Customer Order Form overleaf together constitute a legal binding agreement between Perlico Communications Ltd. and each Customer ("Customer") of Perlico Communications. The Agreement will come into force upon acceptance by Perlico Communications of the Customer's order form. The Agreement may be amended and/or terms added to it or deleted from it only by notice in writing from Perlico Communications to the Customer or by notice being displayed on the company's website at www.perlico.com. On publication of such notice the Customer will be deemed to have accepted it unless the Customer terminates the Agreement by notice in writing within seven days.

2. Service

In this Agreement "Service" means that the provision by Perlico Communications of a facility which will enable the Customer to communicate with other parties through touch tone telephone. Customers will be required to register for the service by providing Perlico Communications with a completed service application form.

3. Payment

3.1 Perlico Communications' tariff for service, as amended from time to time, also forms part of the Agreement. The Customer will be notified of the prevailing tariff on or before the acceptance of registration and any subsequent change in tariff will be notified to the customer in writing or will be posted on the company's website at www.perlico.com.

3.2 All sums due to Perlico Communications shall be paid in full by the Customer without any off-set or counter claim whatsoever.

3.3 The Customer may only make use of the Service as long as Perlico Communications' standard Terms and Conditions are adhered to.

3.4 All charges shall be calculated by reference to the data recorded or logged by Perlico Communications. Perlico Communications' determination in respect thereof is final.

3.5 Customers applying to pay for use of the service by Credit Card may have an amount not exceeding €500 authorised by Perlico against their

available credit limit on their credit card account prior to use of the service. Only the actual amount due as detailed in advance on the customer's bill will be deducted from the cardholder's account.

3.6 An administration fee of €19.05 applies to un-paid direct debits returned by the bank.

4. Provision of Information

The Customer undertakes to promptly provide Perlico Communications free of charge, with all information and co-operation that Perlico Communications may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.

5. Liability

Perlico Communications will use all reasonable endeavours to ensure that the Service is available for use by the Customer in accordance with the standards for the time being relating to the Service set out in Perlico Communications' service literature but shall not be liable for any failure, interruption or deterioration therein.

5.1 Perlico Communications shall not be liable to the Customer or any third party in contract, tort, or otherwise for any, loss of revenue, business, good will, anticipated savings, profit or for any financial loss whatsoever or for any indirect or consequential loss however arising in relation to the use of the service or any failure or error or default by Perlico Communications in the provision thereof.

5.2 In the event that Perlico Communications fails, for any reason to provide the service, Perlico Communications shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert his/her traffic to another carrier.

5.3 Perlico Communications shall have no liability under this agreement for the acts and omissions of their telecommunications operatives, agents, third party contractors or any person or persons associated with providing the service.

5.4 The Customer shall be liable for all charges and fees arising from the use of his/her registered telephone lines, whether authorised or not.

5.5 This condition 5 shall continue to apply notwithstanding termination of this agreement.

6. Termination

6.1 Without prejudice to their rights under this agreement Perlico Communications and the Customer shall have the right to terminate this agreement forthwith by seven days written notice to the other in the event that:

6.1.1 The other party is in material default of any of its obligations under this agreement.

6.2 Perlico Communications shall have the right forthwith to terminate this agreement at any time if:

6.2.1 The Customer fails to make any payments when it comes due to Perlico Communications; or

6.2.2 Having carried out a credit investigation the Customer is deemed unsuitable for the service.

6.3 Perlico Communications may, without prejudice to its rights to terminate this agreement pursuant to 9, suspend forthwith the provision of the service without liability to the Customer on notifying the Customer either orally (confirming the same in writing) or in writing if;

6.3.1 The Customer is in breach of any terms of this agreement or any information supplied by the Customer to Perlico Communications is false or misleading or

6.3.2 Perlico Communications is obliged to comply with an order instruction or request of Government, the Director of Telecommunications Regulation, an emergency service organisation or other competent authority, or

6.3.3 The Customer is suspected of involvement with fraud or acts, which are of defamatory offensive, abusive absence or menacing character in connection with the use of the service

6.4 The Customer shall pay to Perlico Communications all costs and expenses incurred by Perlico Communications as a result of suspension of the service in consequence of any breach, fault or omission of the Customer here under and any costs and expenses incurred in connection with reconnection of provision of the service as may be applicable.

7. Assignment

7.1 This Agreement may not be assigned in whole, or in part, by the Customer without the prior written consent of Perlico Communications.

7.2 Perlico Communications may assign this Agreement to a direct or indirect subsidiary, parent, group, company or any third party without consent.

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

9. Notices

9.1 Perlico Communications will send all notices to the Customer's billing address shown on the Form unless the Customer informs Perlico Communications in writing of any change.

9.2 Perlico Communications may post notices on the company's website at www.perlico.com. in place of providing notice in writing to the customer's billing address. 9.3 Perlico Communications' 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 Perlico Communications for the purpose. All written correspondence from Perlico Communications will be deemed served 48 hours after posting or on earlier proof of delivery.

10. Use of Information

In accordance with the provision of the Data Protection Act 1988 any information obtained by Perlico Communications through an application for this service or through the use of the service may be accessed by Perlico Communications for its internal purposes and (subject to the right of the Customer to request otherwise) maybe used by Perlico Communications to identify other products and services which may be offered to the Customer. Any information so obtained may be disclosed by Perlico Communications to any person where it is necessary for the provision of the service or to any person who assumes the rights of Perlico Communications under this agreement and to any credit reference agency.

11. Miscellaneous

11.1 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.

11.2 This agreement shall be governed and construed in accordance with Irish Law and the parties hereby submit to the jurisdiction of the Irish Courts.