



Subscription to Basic Safe/Talk/Advanced Fleet

General Terms and Conditions

1.Preliminary

Care4all Limited trading as Care4all ("the Company" which expression shall include its subsidiaries and associated companies) contracts with the customer ("the Customer") subject to and upon the following terms and conditions which shall exclusively govern the provision of the Company's services ("Services") in respect of the Customer's Lommy, notwithstanding any terms or conditions, whether oral or written, or purported variations contained on any order or other correspondence submitted by the Customer to the Company save to the extent that such variation is expressly agreed and accepted in writing by a duly authorised officer of the Company. All Customer orders are subject to acceptance by the Company and the Company reserves the right to subcontract in fulfilment of the order or any part thereof. Save as hereinbefore provided no officer, employee or agent of the company has authority to vary, add to or depart from the terms and conditions hereof or make any representations in relation to the Services sold hereunder or the contract made herein.

These Terms and Conditions together with the application form and the terms and conditions of any applicable Service options, price plans or promotions constitute a legally binding contract (the "Contract") between the Company and the Customer. The Contract shall commence when the Company accepts the Customer's application and connects the Customer to the network. Please note that various related Company products and Services and third party services may be subject to additional terms and conditions which you are advised to read.

The Company may vary or change the Contract for any commercial, technical or operational reason and any material change shall, where possible, be notified to the Customer in advance.

This Contract is personal to the Customer. The Customer shall not, except with Care4all's written consent or in accordance with the Company's standard transfer procedures, assign or otherwise transfer the Contract in whole or in part.

2.Prices

It is the Customer's responsibility to ensure that their subscription is correctly reflected on the subscription application form and that their signature thereon shall be confirmation that the subscription as recorded in writing is correct.

The Company normally offers a range of Services with different price plans, rates and different methods of charging. In addition charging rates and methods may vary depending on the type of communication sent or received. Services other than those included in the relevant price plan will be charged in accordance with the Customer's usage at the rates displayed at www.care4all.ie ("Additional Services"). The Company reserve the right to review and vary the charges, price plans (and price rules applicable thereto), rates or methods of payment and the terms of the same in



July of each year. The Company reserves the right to cease offering and /or replace its price plans from time to time. Existing price plans may not always be available. You are advised to read the relevant price plans' rules and rates, set out in the attached Schedule before completing the application form overleaf. The Customer may, with effect from the next billing date, change from one price plan to certain other price plans by giving the Company reasonable notice in writing and discharging any additional sums due in respect thereof. Where a Customer moves from a price plan with a higher rate to one with a lower rate, there will be no refund of any sum cost difference and the Customer shall lose his entitlement to a refund of the connection fee as referred to below.

The Customer shall be liable for all charges incurred through the use of the Customer's Lommy calculated according to the relevant charging option, (whether or not incurred by the Customer personally), and for all costs (on a full indemnity basis) incurred in enforcing the Contract, including administrative costs and the cost of collecting any payments. If the Customer's Lommy is lost or stolen, the Customer shall remain liable for all call charges until the Company is so informed. The loss of or inability to use the equipment does not automatically bring the Customer's liabilities under this Contract to an end.

Call charges and charges in respect of Additional Services are billed monthly and payable by Direct Debit. When entering into this contract the Customer agrees to pay the following:

- (a) subscription in advance for three months; and
- (b) a connection fee at Care4all's current rates (the "Connection Fee").

Thereafter every three months the Customer must pay three months' subscription in advance. the subscription does not cover the cost of calls which will be charged according to the number and length of calls, at the rates set out at www.care4all.ie . In addition the Customer will be responsible for all costs of roaming outside the Republic of Ireland. Call and roaming charges and charges in respect of Additional Services are billed monthly. All of these charges are payable by Direct Debit

If the Contract is not terminated by the Company within the first twelve months after the date of the Contract, the amount of the Connection Fee will be set against any current and future payments owed to the Company by the Customer in respect of Additional Services.

Where the Contract is terminated:

- (a) by the Company due to non-payment by the Customer or any other breach of this Contract by the Customer, the Company shall not refund the Connection Fee to the Customer but shall be entitled to retain same. For the avoidance of doubt where the Company terminates the Contract in these circumstances, the Connection Fee may not be set against any sums owed by the Customer to the Company and the Customer shall remain liable to the Company in respect of such sums;
- (b) by the Company for any reason other than that set out in the preceding paragraph, the Company shall refund to the Customer the Connection Fee and the amount of any credit balance less any sum owed by the Customer to the Company; or



(c) by the Customer after the expiration of the first twelve months after the date of the Contract, the Company shall refund to the Customer the balance of the Connection Fee (following set off against payment for Additional Services) less any sum owed by the Customer to the Company (including without prejudice to the generality of the foregoing, subscriptions, call charges and charges in respect of Additional Services).

Invoices (showing charges and any credit balance) shall ordinarily be sent every three months to the email address shown on the application form and shall be deemed to be received by the Customer on the second day after posting. It is the Customer's responsibility to ensure that such address is operative. Invoices shall be discharged by direct debit. Where payment of charges is not made by a due date, the Company may apply interest on sums due at the rate of 2% above the then prevailing base rate of Bank of Ireland plc from the due date until the date of payment.

The Company may apply a limit to the amount of charges that may be incurred by the Customer.

3. Intellectual Property Rights

Title to and all intellectual property rights in the software, associated documents and all parts thereof will be and remain vested and the absolute property of the owner of the copyright in the Software or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of this Agreement relating to the Customer's use of that Software, associated documents and all parts thereof, directly against the Customer.

Depending on the price plan chosen by the Customer, he may be able to store Lommy usage data for a period of up to 6 months in storage libraries hosted by the Company. Storage libraries may be password protected, in which case Customers must keep their password confidential. The Customer shall be solely responsible for and shall notify the Company immediately of any unauthorised use of storage libraries or passwords. The Company shall not be responsible for any loss of or corruption of any data in storage libraries. The Company shall be entitled to delete the contents of any storage libraries upon the termination of the Contract.

4. Limitation of Liability

Insofar as it is permissible by law, the Company shall not be liable for any injury, loss or damage, whether foreseen or unforeseen, directly resulting from:-

- (i) any, failure, interruption, delay, suspension or restriction in providing the Services to the Customer which is due to any act of God, government control restrictions or prohibitions, strikes, lockouts or other industrial action, inability to secure labour, materials or supplies at commercially justifiable rates, accidents, plant or vehicle breakdown, war, civil commotion or any other circumstances (whether of the foregoing class or not) beyond the control of the Company and every contract between the Company and the Customer is subject to suspension, variation or cancellation by the Company as may be necessary due to force majeure, or any other act or omission of any public or regulatory authority (whether local, national, international, or supranational), an act of default by any supplier, agent or other person, strikes, work stoppages or labour disputes or any other cause whatsoever which is beyond the reasonable control of the Company; You recognise that the Services may



from time to time be adversely affected by events outside our control including without limitation, congestion, network coverage, dropped connections, the availability of Hotspots via which the Services are offered, the performance of wireless enabled devices and the maintenance of a secure network connection.

- (ii) any unlawful or unauthorised use of or access to the Company's network, Services or the Lommy by the Customer or third parties;
- (iii) any claim arising out of any act or omission by the Customer, its servants or agents or arising out of any reliance placed by such person's' call content;
- (iv) any valid suspension of the Services or termination of the Contract;
- (v) any loss theft or malfunction of the Customer's SIM card or equipment; or
- (vi) any claim arising in relation to the provision (or non-provision), maintenance or use of telecommunications lines, channels, equipment, network or services arising out of calls being dropped or GPRS connections or GPS connections being lost for any reason, or any malfunction of the Lommy.

The Company shall have no liability to the Customer for indirect or consequential loss, damage, injury or expense of any nature or description, howsoever arising. The Company shall have no liability whatsoever for any loss or damage caused by third parties, or any damage howsoever caused, either directly or indirectly, by any provider of network services.

5. Customer Information / Data Protection

Customer information including traffic data (data relating to the conveyance of calls/messages and the billing of such calls/messages, including data relating to the routing, duration of time calls, the location of the Lommy making or receiving calls, the network on which calls originate or terminate and the time of the beginning or end, or the duration of the connection to that telecommunications or satellite network) may be processed by the Company for its own business purposes. By entering into this Contract, the Customer explicitly consents to the use of Customer information which includes account management, billing, debt collection, credit assessments, market research, customer profiling, product and service development, product and service marketing and customer care.

6. Termination

The Contract may be terminated by either party in writing with three months' notice commencing on the first day of the month immediately following that month in which notice was received by the non-terminating party.

The Company shall be entitled to terminate the Contract without notice if the Customer fails to discharge any sum due to the Company.

The Contract shall begin on the date that the Customer's application is accepted by the Company and shall continue for a minimum period of 12 months until terminated by the Company in accordance with the foregoing. The Customer may not terminate the Contract within 12 months of the date of the Contract.

7. Governing Laws

These General Conditions of Sale and all other express terms of every agreement between the Company and the Customer concerning the Provision of Services shall be Governed by and construed in all respects in accordance with the laws of Ireland



and the Customer agrees to submit to the non-exclusive jurisdiction of the Irish Courts in relation to any matters arising hereunder in dispute. If any provision of these Conditions of Sale shall be determined by a Court of competent jurisdiction to be void or unenforceable the other terms and conditions shall remain unaffected and unenforceable.

December 2005