

## TERMS AND CONDITIONS FOR PREPAYPOWER DOMESTIC BROADBAND SERVICES

These terms and conditions form the Contract between you and PrePayPower Limited (Company No. 467144), of Paramount Court, Corrig Road, Sandyford, Dublin 18 (in these terms and conditions PrePayPower Limited is referred to as "we", "us" and "our", as appropriate). Full contact details for PrePayPower are set out in section 10. These terms and conditions govern the supply of Broadband to you for domestic purposes only.

### 1.0 Definitions

Please refer to this section for our definitions and explanations of terms used throughout this document:

**"Cancellation Form"** means the cancellation form which may be completed and returned to us in accordance with clause 6.2 and which is available on our website at [www.prepaypower.ie/broadband](http://www.prepaypower.ie/broadband).

**"Commencement Date"** means either when, you and we agree on the phone that we will supply broadband to you at the premises and you verbally agree to accept these terms and conditions or you sign up via our website and click that you accept these terms and conditions.

**"Consent"** means your consent to any works required for providing the service at the property including those undertaken by the Wholesale Network Operator e.g. installation of cable on the façade of the premises.

**"Content"** means data, information, video, graphics, sound, music, pictures, text, code, scripts, photographs, software and any other material (in whatever form) which may be made available as part of the service.

**"Contract"** means the application form you have completed in writing or verbally, these terms and conditions, together with the electricity terms and conditions, the schedule of service charges, broadband privacy statement, broadband complaints policy, energy privacy policy and the provisions of any legislation applicable thereto between PrePayPower and you for the provision and where applicable, for the installation of the Service.

**"Equipment"** Means any equipment as required for the supply and use of the Service and provided to you by PrePayPower for such purposes.

**"Initial term"** means twelve (12) calendar months from the date the Service is first provided or otherwise such term agreed between us and you on the telephone or in writing.

**"Premises"** means the place or location at which PrePayPower provides the Service to you.

**"PrePayPower Electricity Budget Controller"** means the budget controller supplied and installed by us for the purposes of recording payments for electricity and broadband consumption and interrupting usage if payments are not made.

**"Network"** means the infrastructure used to provide the Service.

**"Schedule of Service Charges"** means the schedule of current Services Charges, available on our website at [www.prepaypower.ie/broadband](http://www.prepaypower.ie/broadband).

**"Service"** means the making available of connectivity to the internet via optical fibre or other means to your Premises.

**"Termination Notice"** the notice referred to in clause 6.0 that you must provide us if you wish to terminate this contract. [www.prepaypower.ie/broadband](http://www.prepaypower.ie/broadband).

**"Top Up"** means payments made by you at approved payment channels including retail payment intermediaries, by phone to the PrePayPower top up line and online at [www.prepaypower.ie](http://www.prepaypower.ie).

**"Website"** means [www.prepaypower.ie](http://www.prepaypower.ie) and any and all successor or replacement websites.

**"Wholesale Network Operator"** means a provider of access to the internet on a wholesale basis and includes OpenEir and Siro.

**"You"** means you, the customer(s) and the designated account holder(s) with whom we have entered into the Contract and "your" should be interpreted accordingly.

### 2.0 The Contract

2.1 This Contract consists of;

2.1.1 Broadband terms and conditions <https://www.prepaypower.ie/broadband>.

2.1.2 Completed application form

2.1.3 Electricity terms and conditions

<https://www.prepaypower.ie/termsandconditions>

2.1.4 Broadband privacy statement

<https://www.prepaypower.ie/broadband>.

2.1.5 Schedule of Service Charges

<https://www.prepaypower.ie/broadband>.

2.1.6 Broadband complaints policy

<https://www.prepaypower.ie/broadband> and

2.1.7 Energy privacy policy.

<https://www.prepaypower.ie/termsandconditions>

2.2 Broadband charges will be deducted from your PrePayPower Electricity Budget Controller daily. **You are entitled to have these broadband charges removed from your Budget Controller at any time**, and any such request will be deemed a termination by you of your broadband service.

2.3 You hereby agree to avail of the Service subject to the terms of the Contract.

2.4 This Contract shall be governed by and construed in accordance with the laws of Ireland.

2.5 The parties irrevocably submit to the exclusive jurisdiction of the Irish courts in relation to all matters arising out or in connection with this agreement.

2.6 The headings in this agreement are for convenience only and shall not affect its interpretation.

2.7 The parties agree that the fact that this contract may be stored or exchanged in electronic form shall not affect its validity.

2.8 The terms of this Contract are to the exclusion of any other terms that you might try to include in the Contract, or which might otherwise be implied as a result of any trade, custom, practice or course of dealing.

2.9 No one other than a party to this agreement, shall have any right to enforce any of its terms.

2.10 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

2.11 These terms and conditions may be modified by us from time to time, the current and applicable version always being available in electronic form from the relevant section of our Website at [www.prepaypower.ie/broadband](http://www.prepaypower.ie/broadband). We will make reasonable attempts by email or make other communications, to inform you when the terms and conditions of the Service are amended. Should any modification cause a reasonable deterioration in the level of the Service you could reasonably expect, your sole remedy is to terminate service in writing within 30 days of such change. Should you continue to use the Service 30 days following date of notice of an amendment made to the terms and conditions you are deemed to have accepted the amended terms.

2.12 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

2.13 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

2.14 The Commencement Date will be either when, you and we agree on the phone that we will supply broadband to you at the Premises and you verbally agree to accept these terms and conditions; or you sign up via our website and click that you accept these terms and conditions.

2.15 will be supplied for use by, tenants in the Premises:

2.15.1 You understand that our Contract is with you alone and not with your tenants and, you as our customer and the counterparty to this Contract are responsible for actions of any users of our Service at the Premises. It is agreed that our acknowledgement that tenants may be using our Services at the Premises is not in any way a waiver or disclaimer of your obligation to comply with all provisions of this Contract for its duration and:

2.15.2 You agree to take all steps necessary to bring the terms and conditions of the Contract to the attention of your tenants (including by providing a copy of the Contract to your tenants) and where appropriate, to ensure that your tenancy agreement with such tenants contains provisions to ensure that they use the Services in accordance with the provisions of the Contract; and

2.15.3 You acknowledge and agree that you are liable and agree to pay for all and any charges at the Premises including any charges incurred after the date of cessation of any tenancy arrangement which you have entered into with any tenants as detailed in our Schedule of Service Charges.

2.16 We have contracted with Wholesale Network Operators for internet access. We cannot guarantee that the service will be uninterrupted or error free.

### 3.0 Your Responsibilities

3.1 You must have an active PrePayPower electricity account to avail of the broadband Service.

3.2 You agree to be bound by the terms of this Contract.

3.3 You are at least 18 years of age, are legally able to enter into contracts and are responsible for this account. You shall pay all fees, taxes, charges and other expenses incurred in connection with the account.

3.4 You will top up the PrePayPower Electricity Budget Controller to an amount sufficient to pay for the Service in addition to your electricity usage.

**3.5 YOU MUST KEEP THE PREPAYPOWER ELECTRICITY BUDGET CONTROLLER SUFFICIENTLY TOPPED UP TO COVER THE COST OF SUPPLYING BOTH ELECTRICITY AND BROADBAND TO YOUR HOME. IF THERE IS INSUFFICIENT TOP UP BOUGHT, YOU WILL LOSE ELECTRICITY AND BROADBAND SUPPLY TO YOUR HOME. HOWEVER, YOU HAVE THE RIGHT TO HAVE THE BROADBAND CHARGES REMOVED FROM YOUR BUDGET CONTROLLER AT ANY TIME, AND THIS WILL BE DEEMED A TERMINATION BY YOU OF YOUR BROADBAND SERVICE**

3.6 To avail of the Service you will need to connect the modem and you are satisfied that you are capable of doing so. In addition to connecting the modem, it may be necessary for additional works to be carried out in order to provide you with the Service. These works will be carried out by third party contractors acting on behalf of the Wholesale Network Operator at the Premises.

3.7 You Consent to all works necessary to provide the service (including works by the Wholesale Network Operators).

3.8 You agree to obtain any third-party consents as may be required by the Wholesale Network Operator for installation of the service. Where rental premises are concerned, it is the responsibility of the tenant to inform and seek permission from the landlord regarding the installation of equipment, including any required alterations to the premises.

3.9 You must provide a clear and safe environment for the contractors to carry out the necessary works for the installation of the Service.

3.10 From Service activation we will provide certain modem and associated Equipment, hereafter termed "Equipment", to you to access the Service. This Equipment at all times remains the sole property of PrePayPower and you agree to provide us access and permission to recover said Equipment on demand without delay, obstruction or interference.

3.11 You and members of your household agree to use the Equipment in accordance with our instructions and to restrict access to the Equipment to only those representatives and agents authorised by us. You agree to take reasonable steps to protect the Equipment from damage, loss or theft.

3.12 You agree to notify us as soon as reasonably possible once you become aware of any damage to the Equipment or defect in the operation of the Equipment by telephoning or emailing us at the numbers or addresses published on our website.

3.13 On termination or cancellation of the Service Contract for any reason whatsoever, it is your responsibility to return by recorded mail, or by other means requested by us such as an arranged collection, in good condition and suitably packaged, the modem and any other related Equipment provided by us. Failure to return Equipment within 14 days of the service termination/cancellation date you shall be charged by us and shall pay us such sum as is set out in the Schedule of Service Charges as being the charge payable in respect of the non-return of any Equipment.

3.14 You will receive an account reference. You are responsible for the security of your account, machine and any internet services used by you. You must notify us immediately upon discovering any unauthorised use of your account. We are not responsible for any negative consequences of your failure to employ adequate security measures.

3.15 You shall not resell, share, lease, hire or otherwise permit access to the Service to any third party, including but not limited to the connection of any third party to the service through use of direct cable connection, network connection, wireless networking, or any other means.

### You agree you may not use the Service:

3.16 other than in accordance with all applicable laws, including but not limited to the terms of any license or authorisation related to the services and/or in contravention of all applicable data protection legislation and/or the laws of copyright and intellectual property rights. Where we are made aware of a potential copyright infringement we will contact you and you will have the right to respond.

3.17 in any way that contravenes criminal law

3.18 to export or re-export of any software and/or material in violation of any applicable export control laws and regulations.

3.19 to gain unauthorised access to our Network, facilities, services or resources or to the facilities services or resources of any connected internet service providers.

3.20 to introduce a virus or other disabling code to our Network.

3.21 to transmit unsolicited commercial or advertising email material either to other customers or to other organisations connected to other networks, if the transmission of such material causes or is likely to cause nuisance and/or annoyance or is transmitted without the consent of the recipient.

3.22 to engage in the processing of automated personal data as defined in data protection legislation or any activity which contravenes data protection legislation.

3.23 for any improper, immoral or unlawful purpose including any use that interferes with other users or restricts or inhibits any other user from using our Network; to cause any nuisance by the use of the services or put our network at risk.

3.24 in a manner which in our opinion makes abnormal technical or operational demands on the Service or our Network or in any way that is likely to cause degradation of the Service available to other users.

3.25 for the transmission of any material which is, may be or is intended to be a hoax, or is of a defamatory, offensive, abusive, obscene or menacing nature.

3.26 other than in accordance with any codes of conduct and/or policies, including our health and safety, information security, acceptable usage and data privacy policies, as notified in writing from time to time by us.

### 4.0 Price And Payment

4.1 We will use all reasonable efforts to provide you with thirty (30) days or more notice of changes to the Schedule of Service Charges. If such changes to the basic monthly service fee are to your detriment (e.g. a price increase), you may terminate this agreement by giving thirty (30) days written notice, and you will remain liable for any balance on the account.

4.2 Any promotional offers or price promises apply only during the promotional period specified and do not form part of this Contract. Any such promotional offers are at our complete discretion. We reserve the right to offer them only to specified categories or groups of customers (which may or may not include you), to determine the time period that such offers are available for, to determine what terms and conditions are applicable to such offers and to withdraw any such offers or price promises as and when we see fit. Pricing is strictly as per the Schedule of Service Charges available on our website at [www.prepaypower.ie/broadband](http://www.prepaypower.ie/broadband).

4.3 If you request a visit from one of our representatives and then cannot keep this appointment you must let us know by midday on the immediately preceding business day, if you fail to do so we reserve the right to charge you for any costs that may be incurred as a result of your failure to keep the appointment, in accordance with our Schedule of Service Charges.

4.4 In the event that (i) Top Up is bought from an unlawful or unauthorised source, or using a form or method of payment that you or any individual providing such payment are not authorised to use; or (ii) there has been unauthorised use of broadband or theft of broadband or fraud at the Premises then we reserve the right (without limiting any other rights or remedies we may have available to us by law) to re-charge your account for the full amount of such Top Up and such other costs we may incur as a result of such fraudulent activity. We may recover any amounts that we reasonably believe are due and owing to us or to any third party by invoicing you as we see fit based on your tariff and the Schedule of Service Charges.

### 5.0 Fair Usage Policy

5.1 Our Network architecture for broadband services has been structured for normal domestic and educational use by individuals and families. To ensure equal internet access for all subscribers, we operate a fair usage policy. Fair usage establishes an equitable balance in internet access for all subscribers. To ensure this equity, certain types of traffic such as email and browsing may be prioritised over other traffic. We provide the service on a "best effort" basis and do not guarantee upload or download speeds. Further, all services are subject to a traffic quota which is the sum of the upload and download traffic generated during a 30-day period. The quota level and charges associated with usage above thresholds are displayed at [www.PrePayPower.ie/broadband](http://www.PrePayPower.ie/broadband) and may be modified from time to time. We reserve the right to impose limits without notice on your service, up to and including suspension, if we believe, in our reasonably based opinion, that your use of the Service, including but not limited to excessive downloading unfairly impinges on the ability of other customers to avail of the Service.

## 6.0 Term And Termination

**6.1** This Contract shall commence on the Commencement Date and shall be for the Initial Term. After the expiry of the Initial Term the Contract shall continue in full force and effect until terminated in accordance with the Contract. YOU UNDERSTAND THAT UNLESS WRITTEN NOTIFICATION IS RECEIVED BY US AFTER THE INITIAL TERM, THE SERVICE SHALL CONTINUE AND YOU WILL CONTINUE TO BE RESPONSIBLE FOR PAYMENT OF APPLICABLE SERVICE FEES.

**6.2** If you enter into a Contract with us, you have fourteen (14) days from the day your Contract was entered into ("Cancellation Period") to inform us: (i) by completing the Cancellation Form and returning to Broadband Cancellations Manager, PrePayPower Limited, Paramount Court, Corrig Road, Sandford, Dublin 18 ; or (ii) by phone with our loyalty team at on 1800 911 701, by informing them that you wish to cancel the contract.

**6.3** If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, and if these issues cannot be resolved through our customer complaints procedure, your sole remedy is to discontinue using the Service, cancel the account, and pay any cancellation fees that apply. To cancel the Service you must send a written request for termination by mail to us. Should you terminate this agreement during the Initial Term for any reason, a cancellation fee equal to the remaining monthly fees due to the end of the contract and the installation fee will become immediately due, and you acknowledge and agree to pay such fees.

**6.4** We may in our sole discretion terminate this Contract, your account or your use of the Service for any reason at any time. In the event that we terminate this Contract for reasons other than breach of this Contract by you, then we shall endeavour to the extent reasonably possible to provide 30 days' notice to you. You are liable under this agreement for all fees and charges until such time as the Contract has been terminated.

**6.5** We will endeavour to provide the Service to all eligible applicants, subject to technical and commercial feasibility. We may in our sole discretion determine that we cannot or will not service a particular site or customer and reserve the right to cancel the installation process and refund any money that you have paid. We will notify you of our intent to cancel as soon as reasonably possible. It may take up to 90 or more days to determine if we are able to provide Service in certain locations. We shall have no responsibility whatsoever for claims arising out of our failure or refusal to complete the installation or provide the Service.

## 7.0 Your Acknowledgements Regarding The Service

**7.1** You are aware and acknowledge that as the Service will not support traditional voice telephone services delivered on copper lines, and you will not be able to access services which rely on such facility, including without limitation, landline service, including calls to the emergency services, monitored alarms, fax line, and some TV boxes or other services that relies on the use of a traditional copper circuit switched phone line. While we will undertake all reasonable commercial efforts to deliver the stated service, you acknowledge that the service speed can vary depending on distance, internet traffic and other factors beyond our control. We cannot guarantee an uninterrupted or error free service.

**7.2** We make no commitment regarding the Service availability and the Service should not be used for time sensitive or real time services such as alarm monitoring upon which you heavily depend.

**7.3** We offer broadband packages with varying download speeds, but each has an unlimited data usage allowance (subject to our fair use policy). There are various factors affecting the speed of data transfer and hence the amount of data that can be downloaded/ uploaded on any given day, such as your maximum line speed when using these fibre products as well as network capacity, including your internal wireless network may all affect your data usage and are beyond our control

**7.3.1** Our minimum, normally available, maximum download and upload speeds can be viewed on our website at <https://www.prepay-power.ie/support/broadband>

**7.3.2** These speeds are an estimate only and are affected by the line capacity at the customer's premises and as such will not be achievable by all end users.

**7.3.3** If you experience any continuous or regularly recurring discrepancy between the actual speed seen on your broadband connection and the performance percentages specified at signup, please contact the PrepayPower Broadband support team and we'll attempt to diagnose and resolve your issue. Any complaints with regard to minimum speed of service should be submitted, and will be processed, in accordance with the Prepay Power Complaint Handling Policy, available on the Prepay Power website.

**7.3.4** In addition to the above, you may exercise your rights set out in the Consumer Information and Cancellation Regulations 2013 and the Sale of Goods and Supply of services Act 1980 (as amended).

**7.4** The Service may contain material that is unsuitable for minors and the you acknowledge that we do not and cannot filter the content.

**7.5** Where the provision of the Equipment includes a modem or similar, such modem shall only be available in respect of your first-time connection to the Service. We do not guarantee that hardware, other than that supplied by us, will work with the Service. We shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by you, for use in connection with the Service. Any such equipment must be compatible with the Service, must not cause damage or loss to the Service and our Network and must be used in accordance with relevant instructions, safety and security procedures. We do not support or make any assurances as to the quality of the Service supplied through the use of third-party equipment and shall not be responsible for any loss or damage howsoever arising from third party equipment or the Service as a result. Where third party modems connected to our Network are found not to be compliant, we reserve the right to disconnect the third-party modem from our Network without notice.

**7.6** You acknowledge and agree that from time to time we may be required to temporarily suspend the Service to you to verify compliance with applicable licenses, authorisations, and compliance with the technical and operating parameters of the network. Under such circumstances we will use all reasonable efforts to minimize disruption of the Service. You accept that we may change or withdraw any element of the Service from time to time and will use all reasonable efforts to notify you of any necessary change in the Service.

**7.7** You acknowledge that the Service is an "open" connection to the internet while the Equipment is powered on and that it is your SOLE RESPONSIBILITY to install, configure and maintain suitable security measures to protect your computer and equipment from unauthorised or malicious access from the internet. Any advice or Equipment provided by us is provided 'as is' and we accept no responsibility or liability for the security of your systems.

**7.8** In order to gather diagnostic information and to fix any of your issues or implement firmware upgrades or configuration changes, we may need to access your equipment remotely. You agree that we may carry out such access as is necessary by us for that purpose.

**7.9** Where practicable, we will provide you with advance notice of equipment or software upgrades or changes, however, it will not always be possible to provide such notice, and you acknowledge that with a view to improving or upgrading the Service, we may carry out such upgrades or changes without providing any advance notice to you.

**7.10** You acknowledge that IP addresses may change or be changed from time to time, and specifically that fixed IP addresses are not guaranteed.

**7.11** The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all existing computer files and data. PrePayPower and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals.

**7.12** You shall maintain and operate suitable and fully compatible terminal equipment and communication devices required to access the Service. We make no representation or warranties, either express or implied, regarding such customer equipment.

**7.13** You are required to provide us with your most up to date contact email addresses as part of the Terms and Conditions of the Service.

**7.14** You agree to be bound by this Contract and to use the Service in compliance with the terms of the Contract and with any modifications made to same from time to time.

## 8.0 Service Monitoring

**8.1** We have no obligation to monitor the Service but may do so and disclose information regarding use of the Service for any reason if we, in our sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect ourselves and its subscribers.

## 9.0 Suspension Of The Service

**9.1** We are entitled to temporarily suspend the Service during periods of repair, essential maintenance of alteration or improvement to the Service or otherwise in accordance with the law.

**9.2** We may immediately, without notice, temporarily suspend, restrict and/or disconnect your use of the Service, wholly or partially for any valid reason, including without limitation where:

**9.2.1** You fail to pay any charges set out in this agreement.

**9.2.2** You fail to observe any other term or obligation set out herein or any relevant law or.

**9.2.3** You engage in any activity (or permit any activity) which we (as in our discretion shall determine) considers to be contrary to existing legislation or regulations application to provision of the Service or is likely to have an adverse impact on the quality of the Service.

**9.2.4** You are not relieved of your obligation to pay charges during any period of suspension.

**9.2.5** We shall use reasonable endeavours to contact you but shall not be obliged to contact you, prior to any suspensions of the Service.

## 10.0 Code Of Practice

**10.1** Our Code of Practice for complaint handling details the procedure that you should follow if you have any complaint about the Service that we provide or offer to you. Our contact details are available on our Website at [www.prepaypower.ie/broadband](http://www.prepaypower.ie/broadband) or you can write to us at Broadband Complaint Handling Requests, PrePayPower, Paramount Court, Corrig Road, Sandford, Dublin 18 to request a copy of this code of practice.

## 11.0 Limitation Of Liability

**11.1** Nothing in the Contract shall limit or exclude our liability to you for death, personal injury, fraud, fraudulent misrepresentation or any liability which it would be unlawful for us to limit or exclude.

**11.2** Subject to clause 11.1, neither us nor any of our service providers, licensors, employees or agents shall be liable to you for any:

(i) indirect, incidental, special, punitive or consequential damages;

(ii) loss of profits, loss of revenue, loss of business or loss of opportunity (whether direct or indirect);

(iii) loss you suffer as a result of your failure to comply with our reasonable instructions and/or failure to maintain up-to-date virus protection and firewall software;

(iv) loss you suffer as a result of the temporary suspension of your electricity supply during an installation or repair of the Service; and/or

(v) loss you suffer due to you incorrectly installing the Equipment

**11.3** Our role under the Service is limited to transmitting digital Content via the internet. We exercise no control over and do not actively monitor such Content. Subject to clause 11.1, we shall not be liable in relation to any Content, goods or services you may access or acquire using the Service. Subject to clause 11.1, we shall not be liable in respect of any Content sent, received, downloaded or uploaded using the Service. To protect yourself and any other users of the Service, we recommend that you always have installed up-to-date virus protection software and firewalls and remain vigilant while using the internet.

**11.4** Subject to clauses 11.1 to 11.3, in no event will our liability under or in connection with the Contract exceed a sum equal to the total amount you have actually paid to us by way of charges in the six-month period prior to your first claim for such liability under the Contract.

**11.5** We will not be liable for any loss or damage that may occur to the property during the Service installation by the Wholesale Network Operator. Your power supply may be interrupted during the installation process and during the provisioning of a Service you may experience a temporary loss of existing services. We shall not be held liable to you for any losses or damages howsoever arising during such period.

## 12.0 Assign And Sub-Contract

**12.1** We may at any time assign, transfer, subcontract, or deal in any other manner with all or any of our rights and obligations under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party or agent. In the event that we assign or transfer any or all of our rights and obligations under the Contract, the party that acquires such rights and assumes such obligations will do so as if it had been the original party to the Contract with you and we will be unconditionally and irrevocably released from all of our obligations to you under the Contract assigned and transferred.

**12.2** You cannot assign or transfer the Contract in any manner.

## 13.0 Disclaimer Of Warranties

**13.1** Access to the Service is not guaranteed. The Service is distributed on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a purpose or otherwise.

## 14.0 Indemnity

**14.1** You are responsible for use of the Service and any material that you access or transmit using the Service. You hereby indemnify us in respect of any claims, liability, damages, costs and expenses that we suffer as a result of your use of the Service (including but not limited to any material that you download or upload using the Service), except to the extent that such claims, liability, damages, costs and/or expenses result from any breach of contract, negligence, tortious act or breach of applicable laws by us.