



Client: _____

Plan: _____

Dealer code: _____

Blueface Agreement

Version.2011

Terms of Service
12 Month Contract

Brighter Communications

Terms of Service

These Terms of Service constitute the agreement between Blueface Ltd and the user of Blueface's communications services and any related products or services. This agreement governs both our service and any Blueface-approved or Blueface-provided devices used with our service. It applies to all lines on each Blueface account. Blueface Ltd is sometimes referred to as "we," "us," "our," or "Blueface" and the user is sometimes referred to as "you," "your," or "user," or "customer".

By subscribing to or using our service, you agree to Blueface business standard terms and conditions, and the terms and conditions/terms of service contained within this service agreement.

Acceptable Use

The customer agrees not to use any Blueface provided services for auto-dialers, telemarketing or illegal purposes. Blueface reserves the right to cancel the service without notice if the customer is deemed to have contravened the acceptable use policy. We reserve the right to suspend or discontinue service generally, or to disconnect your service, at any time. In addition, we reserve the right to immediately disconnect your service at any time without notice due to: Unlawful or inappropriate use, Non-payment or tampering with any Blueface equipment.

Service Levels

Broadband telephone services are dependent on the quality of the customer's broadband internet connection, and thus the quality of the voice services cannot be guaranteed in the event of power outages or other unforeseen circumstances beyond the control of Blueface. Where quality of service issues are identified Blueface will work with customers and the customer's ISP to locate the problem and remedy the service issue where possible. Blueface will endeavour to ensure that the service has a high degree of reliability, although no guarantee is made that service will be available in the event of power outages or other unforeseen events beyond the control of Blueface.

We may monitor the use of our service for violations of this agreement. We may remove or block all communications if we suspect a violation of this agreement, or if we think it necessary in order to protect our service, or Blueface, its parent, affiliates, directors, officers, agents, and employees from harm. Blueface reserves the right to modify these Terms of Service at any time by publishing the revised Terms of Service on the Website, which shall become effective within thirty (30) days from the date of publication. Your continued use of the Blueface after expiry of the 30-day period shall constitute your acceptance to be bound by the terms and conditions of the revised version of the Terms of Service. Blueface may at any time, without notice and without liability to you terminate this Agreement or suspend or block your access to the if you breach the terms of this Agreement.

Blueface may, at its sole discretion, identify you (by the use of Your trademark, trade name or logo) as a user of the Blueface service and in other promotional materials, press releases or statements describing the Blueface service.

Support

Contact details for support are attached in the contacts document.

Emergency Calls

Due to the nature of the VoIP service it is not possible to accurately determine the exact location of the caller. Callers using Blueface services for emergency calls will need to inform the operator of their physical location. Emergency calls to 112, 911 and 999 will be directed to the emergency services but no guarantee can be made about the reliability of these calls. Customers should especially be aware that power outages are likely to render computer equipment and internet connectivity non-functional and therefore preclude use of the service for emergency calls.

We will not be liable for any delay or failure to provide service, including 999, 911, 112 Dialing, at any time or any interruption or degradation of voice quality that is caused by any of the following: Third party omission, Equipment failure, Equipment modification, Force majeure, Equipment shortage, loss or power, ISP or other third party outages.

Confidentiality

VoIP telephone calls are carried in the public domain over the internet and therefore security of these calls is not guaranteed in the absence of further security measures as advised by Blueface. Blueface will endeavour to use appropriate security measures but accepts no liability with respect to call confidentiality.

Payment

All accounts must be paid via Direct Debit. A signed Direct Debit form must be completed before full service can be provided. Your account will be debited the full amount on the 11th (+/-5 days) of the month for the previous month's calls.

Deposit

All New customers will be required to pay a deposit equal to one month of their selected call plan. This deposit is used to maintain service to the customer in the event that the account should fall into arrears. The 1 month deposit is fully-refundable upon termination of the contract.

Dispute Resolution

In accordance with ComReg Decision Notice D16/03, Blueface has established a Customer Guarantee Scheme, which sets out the minimum service quality standards that you can expect from Blueface. It is our aim to resolve all issues and complaints as quickly as possible and to your satisfaction. Blueface endeavours to respond to any billing, technical and miscellaneous complaints with ten working days of written receipt of a complaint.

It may not always be possible to resolve every issue and complaint within this timeframe. If this is the case, we will keep you regularly informed and advise you of the length of time we expect it to take. Blueface will notify you of the resolution of each complaint and retain records of your complaint for a period of not less than one year. In the event that Blueface is unable to resolve an issue within the timeframe outlined above, you will be entitled to an extension on your call plan. This will be applied on a pro-rata basis and can be obtained by contacting customer services on resolution of your complaint.

Any customer who has a complaint with Blueface should make a written complaint to Blueface by email to accounts@blueface.ie or by post to:

**Customer Services,
Blueface Business,
Blueface Ltd.
8 Clanwilliam Terrace,
Dublin 2.**

By signing below, the Client is confirming their intention to be bound by all of the Blueface business standard terms and conditions, and the terms and conditions contained within this service agreement.

Contract Duration

This contract is for 12 months from the signing date.

Signed on behalf of Client by:

Signed on behalf of Dealer by:

Signed on behalf of Blueface by:

Authorised Client Signatory:

Authorised Blueface Signatory:

Call Package

Additional information

Name (Block):

Signature:

Date: DD / MM / YYYY