

Blueface Terms of Service

Call Charges and Contract Terms. Oct 2011.

- Calls made are subject to a connection charge of €0.02.
- Calls are charged by the second. Call charges are rounded up to the nearest tenth of a cent.
- Blueface reserves the right to amend the price of call plans, rates and other charges. The Blueface website will contain notification of any increases in call charges or rates. Customers will be notified via email of any rate increases.
- Call Plans are payable in advance.
- Call plan minutes remaining at the end of any month will not be carried over to the following month.
- All call plan packages are subject to a 12 months contract as agreed with the customer via a signed Agreement or via email/online sales process and via a telephone conversation with a Blueface representative.
- Customer may change to a different call plan mid-contract without any charges being applied. In this instance the customer will be communicated that a new 12 month contract will apply for this call plan. No cancellation charges will apply for customer moving to a different subscription call plan.
- Customers wishing to cancel their subscription to the plan during the contract term will be charged a cancellation charge. This charge will be calculated by multiplying the number of remaining months in contract by the subscriber monthly rental charge. In addition, Blueface reserves the right to recover any concession, subsidy or credit given to you, the customer, in the form of loyalty credit, free/subsidised hardware or dedicated plan offering.
- Any calls not included in a call plan are deducted from the Pay As You Go credit in your account.
- Pay As You Go credit is a pre-payment by you to Blueface for calls not included in a monthly Call Package. It is not a loan to us by you, and we do not hold any such credit as trustee for you. Payments are not refundable. Pay As You Go credit may expire after 6 months.
- The subscriber is responsible for all charges arising from the use of the Service whether or not incurred by you personally. It is the responsibility of the subscriber to ensure that all hardware security and other security measures have been deployed on their Blueface service. Blueface does not accept any responsibility for charges incurred on the subscribers account due to security breaches.
- All customers who pay by direct debit must pay a deposit, of a reasonable amount as determined by us. The deposit amount will determine your account limit. We will repay any deposit held to you, on cancellation of your account, once you have paid to us all charges due.

Geographic Numbers and Number Porting

- Customers purchasing products that include Irish geographic PSTN numbers acknowledge that they are normally resident in the Irish geographic MNA (Minimum Numbering Area) that the number is requested for. It is in contravention of the Irish Communications Regulatory body directives to subscribe to a geographic PSTN number if you are not normally resident in the MNA of the Irish geographic number allocated to you.
- Geographic numbers are not provided free of charge but are included as part of most call plans. Any additional numbers provided are chargeable. Geographic numbers are only maintained on a customer's account where payment is fully up to date.
- In line with Comreg's Section 25 of the European Communities (Electronic Communications and Network Services) (Universal Service and Users' Rights) Regulations, 2011 ("the Universal Service Regulations"), Blueface subscribers can port over their number in and out of their service

- Blueface will ensure that the porting of the numbers and the subsequent activation shall be carried out within the shortest possible time. In the case where a subscriber has concluded an agreement to port a number to a new undertaking that number shall be activated within one working day for PSTN and BRI services. In the event of an issue arising in the porting process Blueface will endeavour to ensure loss of service does not exceed one working day.
- Customers should wait to verify and test any assigned numbers prior to publishing numbers on websites, signs, telephone directories, company stationery or any other format. Blueface accepts no liability for costs where a number is subsequently shown not to work as required.
- Any queries regarding Geographic numbers should be forwarded to accounts@blueface.ie
- Customers purchasing products that include Ireland 076 VoIP numbers acknowledge that they are normally resident in Ireland or have a strong and genuine link with Ireland. It is in contravention of the Irish Communications Regulatory body directives to subscribe to an Irish 076 VoIP number if you do not meet one of the above conditions.
- Upon the cancellation of your account, we will release to your new service provider, the telephone number(s) that you used in connection with your account, provided the new service provider is able to accept such numbers; your account is paid in full and that you request the transfer upon disconnecting your account.

Cancellation and Refunds

- Refunds will be given on hardware returned intact to Blueface within 7 days of purchase. Please refer to [Right of Withdrawal](#) for more information.
- Right of Withdrawal:
 1. If you purchase Products in the Blueface Online Shop, you have seven days to cancel your purchase from the date you receive your order for any/no reason under the European Communities Protection of Consumers in Respect of Contracts made by Means of Distance Communication Regulations 2001.
 2. When you cancel your purchase under the above circumstances we will give you full refund within 30 days of you exercising this right to cancel. You must however do this within the seven day period.
 3. You may contact accounts@blueface.ie to cancel any call plan you may have purchased, please quote your Blueface Username in this correspondence. If you have incurred any charges on a subscription call plan you will waiver your right to cancel during this seven day period and your entitlement to a full refund. Pay As You Go customers who incur charges on their account must clear these before cancelling their purchase within the seven days.
- Refunds will not be issued on subscription services where the customer has commenced the service for the current month. Refunds on 12 month Call Plan offers will only be given within the first month of purchase. Refunds less one month's call plan subscription will be issued for service cancelled within the first month of purchase.
- If you wish to cancel your account, you should email accounts@blueface.ie. If you have an automatic renewal payment on your account, you should log onto your account and cancel it.
- Where a device is suspected to be faulty, and on the instruction of the Blueface Support Team, the customer may return the item at their own expense to Blueface Ltd. We recommend it be returned by registered post or similar tracked delivery. Items lost or damaged while being returned to Blueface are the responsibility of the customer. If the item is tested and is shown to be faulty, the cost of returning the product to Blueface will be reimbursed to the customer, the amount refunded will be no greater than the original delivery cost. Blueface will pay the cost of delivering the replacement product to the customer. If the item is tested and shown not to be faulty, the cost of returning the product may not be reimbursed and the customer must pay the cost of returning the tested item back to the customer. For further information please refer to [Deliveries and Returns](#) in the Help section.

Acceptable Use

- Customers agree not to use any Blueface provided services for auto-dialers, or illegal any purposes.
- Blueface reserves the right to cancel the service without notice if the customer is deemed to have contravened the acceptable use policy.
- Unlimited residential plans are for residential use only. Blueface reserves the right to immediately cancel any service where it is deemed that the unlimited plan is not being used as a normal residential connection. Blueface consider normal residential usage to include a maximum of 2,000 minutes per month.
- Unlimited Business Call plans are subject to a maximum of 4,000 minutes per month.
- Unlimited Call plans exclude calls to Calling Card Gateways. Blueface regularly update the list of Calling Card Gateways.

Service Levels

- IP 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. Blueface do not provide compensation for any loss of service howsoever caused. In no event will we be liable to you for any consequential or indirect losses, including but not limited to loss of revenue, profits, contracts or anticipated savings or wasted expense, or any financial loss or loss of data or liability to third parties for damage, or any general loss on account of the loss of use of the Services. Blueface does not warrant that the service will meet the customer's requirements or that the operation of the service will be uninterrupted or error-free. For the avoidance of doubt, Blueface does not provide defined service levels for this service. If a fault occurs you should notify us by contacting our customer support team by phone or email.
- From time to time, it may be necessary for Blueface to temporarily suspend the service during repairs, essential maintenance or alteration or improvement to Blueface's telecommunications network or otherwise. Where possible, Blueface will give the customer notice prior to such suspension of the service and Blueface will restore the service as soon as possible.
- The service is provided solely for the customer's own use and the customer shall not resell the service or any part of the service to any third party.
- Customer accounts, set-up via www.blueface.ie, are activated once payment has been cleared and all relevant customer details have been provided. Once accounts are set-up they are ready to be used by the customer. Customers who purchase hardware directly from Blueface will have it delivered as per current delivery lead times.
- Blueface do not guarantee that hardware, other than that purchased from The Blueface Shop, will work with our service.
- If the Service provided to the Subscriber is of unacceptable quality (the quality of the Service to be determined by Blueface) either Party shall be entitled to terminate their account and the Subscriber shall receive a full refund of the Subscription minus charges for call minutes provided that the Service is cancelled twenty eight days of the commencement of the Service.
- Blueface cannot guarantee the security of devices used for VoIP that are placed on the public Internet by customers. Customers are advised to put adequate security and firewall protection in place. Blueface will not accept responsibility for these devices or consequences which arise from their utilisation.

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.

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.

Customer Guarantee and 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 bring it to the attention of a Blueface staff member who will endeavour to resolve the issue in the first instance. If you are unhappy with the result, you may make a written complaint to Blueface by email to customerservice@blueface.ie or by post to:
Customer Service Manager,
Blueface Ltd.,
10/11 Exchange Place, IFSC,
Dublin 1
- All issues will be handled by the Blueface Customer Service Manager who will review all details with a view to resolving the issue. Issues of a particularly serious nature that cannot be resolved by the Customer Service Manager may be escalated to the Blueface Management team for further review.
- With regard to any complaint, you also have the right to seek advice from other bodies including:
 - Commission for Communications Regulation (ComReg), Irish Life Centre, Lwr Abbey Street , Dublin 1.
 - Small claims court: refer to your local telephone directory under court services.
 - Office of the Director of Consumer Affairs: 4 Harcourt Road, Dublin 2.
 - Advertising Standards Authority for Ireland (ASAI): Ferry House, 48 Lower Mount, St. Dublin 2.

Disclaimer

- We have taken care in the preparation of the content of this web site and the system for fulfilling your accepted order. We shall not be liable for any losses or claims arising directly or indirectly from use of this web site or purchase by you through this web site of any products.

- Any links on this web site to other web sites are provided for your interest only and we have no control over these sites and therefore no responsibility or liability for their content or services supplied through them. Any link to such sites does not imply any endorsement of content or service.

Copyright and Use of Material

- All information, data, text, images, graphics, artwork and the selection and arrangement of same as well as links, software and source code on the web site are subject to the copyright of Blueface. All rights are reserved. No part of the web site may be reproduced in any form or by any means without our prior written consent except for the sole purpose of placing an order or corresponding with us. Our name and logo and all related product names and logos are our trade names/trade marks and may not be used without our prior written consent.

Applicable Law

- These terms shall be governed by the laws of the Republic of Ireland, and the parties hereby submit to the non-exclusive jurisdiction of the Irish courts to settle any disputes which may arise in connection with these terms and conditions.

Terms

- Your use of the service shall be deemed to be an acceptance by you of these terms of service.
- Blueface reserves the right to revise the terms at any time. Blueface shall indicate on its website the date of the last revision of the terms. Such changes will take immediate effect when they are posted on the website or upon 21 days notice.

Contact Details

- Blueface's primary contact method is by email. All customers are required to provide Blueface with their most up to date contact email addresses as part of the terms of service.
- You warrant that any information provided by you when placing your order is up-to-date, accurate in all material respects and is sufficient for us to fulfil your order; and that you have the legal capacity to enter into a contract. You are responsible for maintaining and promptly updating your account information as necessary to ensure accuracy and completeness. The personal data that you provide when subscribing to the service (Registration Details) shall be true, accurate and complete. You agree to inform Blueface of any changes to your registration details immediately by email to accounts@blueface.ie.

Free Irish Calls for Life Special Offer

Using the service is conditional on accepting all terms and conditions, and customers accept the terms and conditions by purchasing the service.

- The offer is only open to residential users. We have a number of great-value unlimited call plans for you in our business section (link to business page). If you do try to use it for business or commercial purposes we reserve the right to terminate the offer.
- This offer is available for a limited time period. While it's available for a limited period, those that enter into the offer will free receive free local and national calls to Irish geographic numbers FOR LIFE!
- Usage of the service is governed by our fair usage policy. Blueface reserve the right to monitor your usage. If you make excessive use of your unlimited call service your service may be restricted or you may be asked to subscribe to an alternative service package.
- **Fair usage policy. Please don't** try to connect this device to any auto dialer or automated calling equipment. Blueface reserve the right to terminate the service it is deemed to have been used inappropriately.
- Free calls for life is for life! Customers may however need to replace their handset at some stage in the future at their own expense. **This phone has a 2 years manufacturer's warranty and we'll always do our best to find**

a solution to any hardware issue you may face. New replacement handsets are available today for €79.99 and will become cheaper in the future.

- Free calls for life and the Siemens Gigaset A580 IP phone. Please don't ask about connecting other devices, or substituting the phone with other devices. We've designed the plan to work with this handset only. The offer is not available with any other hardware package.
- As the offer suggests this plan covers local and national landline numbers. This service is intended for calls between two individuals to and from regular Irish landline prefixes (For example, 01,02X, 04X, 05X, 06X, 07X, 09X). Specifically, the area codes included in this plan are those defined by Comreg in the Irish Geographic Telecommunications Numbering Areas detailed in Comreg Document 03/147, plus the non-geographic number code 076.
- If a call exceeds 60 minutes you may be charged at out of package rates. So you would need to hang up and redial after 59 minutes. Inactive accounts (no inbound or outbound calls for over 6 months) may be deleted or suspended.
- The Blueface Promise: We will always endeavour to provide an excellent phone service to you, our customer. The call packages we advertise and the features we offer are all designed to improve the customer experience. In the event that an issue arises, we will always work conscientiously with you through our support network to deliver a solution to meet your service expectations.

Free Panasonic Handset Special Offer

Using the service is conditional on accepting all terms and conditions, and customers accept the terms and conditions by purchasing the service.

- Customers wishing to avail of the 'FREE PANASONIC HANDSET' offer must have an existing Blueface call plan or subscribe to a call package at time of purchase.
- The configuration files for the Panasonic systems are accessible by members of the Blueface technical team only.