These terms of use (**the Terms of Use**) apply to the use of Viatel's online Partner portal for ordering broadband services (**the Portal**), including the use of the information offered on this Portal. In using the Portal, you agree to be bound by these Terms of Use.

If you do not accept these Terms of Use, you must refrain from using the Portal. If you continue to use the Portal, you will be deemed to have accepted these Terms of Use. These Terms of Use must be read in conjunction with any other applicable terms and warnings governing the use of this Portal.

The Portal provides access to information, ordering facilities and related services made available by Viatel. Access to and use of the Portal is governed by these Terms of Use. The provision of any products or services ordered through the Portal shall be governed by the applicable Order Form, Service Schedule and Viatel General Terms & Conditions in force from time to time.

We may modify this agreement at any time, and such modifications will become effective immediately upon posting the modified Terms of Use on the Portal. Any use of the Portal by you after any such modified Terms of Use have been posted will be deemed acceptance by you of those modified Terms of Use.

Terminology

In these Terms of Use, the expressions we, us and our are a reference to the Viatel Group. The Viatel Group means: (a) Viatel Ireland Limited, and their successors and assigns; and (b) any entity (including a trust) owned or controlled by or affiliated with the entities referred to in paragraph (a), or authorised to use the name "Viatel", and their successors and assigns.

General Terms & Conditions" means Viatel's prevailing General Terms & Conditions governing the provision of its services.

Accessing and using information on this Portal

In order to be able to access the information offered on this Portal, you may need to use a specific user ID, email address or other login information, such as a password (**Login Information**). You must not disclose your Login Information to any person or otherwise allow any person to access the Portal using your Login Information.

You must not access or use this Portal for any purpose that is unlawful or prohibited by these Terms of Use.

You must take your own precautions to ensure that the process which you employ for accessing this Portal does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Portal or any Linked Site (as defined below).

You are responsible for maintaining the confidentiality of your Login Information and for all activities carried out using your Login Information.

You must immediately notify Viatel if you become aware of any unauthorised access to, use of, or compromise of your Login Information.

Where multi-factor authentication is made available or required by Viatel, users must comply with such authentication requirements.

You must not attempt to probe, scan, test, circumvent or compromise the security of the Portal or any related systems, networks or services.

Viatel may suspend access to the Portal immediately where it reasonably believes that a security incident, unauthorised access, fraudulent activity or breach of these Terms has occurred.

We reserve the right to terminate your ability to access this Portal if you breach these Terms of Use.

Warnings regarding information on the Portal

The information contained on this Portal is provided by us in good faith on an "as is" basis and all users must verify the information before using the information. We do not make any representation or warranty that the information contained on the Portal is reliable, accurate or complete or that your access to that information will be uninterrupted, timely or secure. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this Portal.

You should make your own enquiries and seek advice before acting or relying on any information or material which is made available to you pursuant to the Portal.

Information displayed on the Portal may be subject to change and does not constitute a binding quotation, offer or commitment by Viatel unless expressly confirmed by Viatel in writing.

Disclaimer

This disclaimer set out in these Terms of Use does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded. In particular, nothing in these Terms of Use purports to limit or exclude any liability for fraud or fraudulent misrepresentation or exclude or limit liability for death or personal injury caused by a person's negligence.

Neither we nor any of our affiliates accept responsibility for any loss or damage, however caused (including through negligence), which any person may directly or indirectly suffer in connection with or arising from your use of this Portal or any Linked Site or your use of or reliance on information contained on or accessed through this Portal. To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms of Use is hereby excluded.

You agree that the limitations and exclusions set out in these Terms of Use are reasonable having regard to the relevant circumstances and the use you are permitted to make of the Portal.

Indemnity

You indemnify us and our affiliates, partners, employees and agents against all actions, claims

and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a failure by you or by any person using your Login Information (whether or not you have authorised that person to use your Login Information) to comply with these Terms of Use.

Copyright and IP Rights

Copyright and other Intellectual Property Rights in this Portal (including text, graphics, logos, icons, sound recordings and software) may be owned or licensed by us. Information procured from a third party may be the subject of copyright or other Intellectual Property Rights owned by that third party. Other than for the purposes of, and subject to the conditions prescribed under, applicable copyright and intellectual property laws except as expressly authorised by these Terms of Use, you may not in any form or by any means:

- adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Portal or from any information obtained from this Portal; or
- commercialise any information, products or services obtained from any part of this Portal,

without our written permission or, in the case of third party material, from the owner of the copyright or other intellectual property rights in that material.

Nothing in these Terms of Use grants you any ownership rights in the Portal or in any Intellectual Property Rights owned by or licensed to Viatel.

Processing of Data

Where Viatel acts as a Data Processor in relation to Personal Data in respect of which you are Data Controller, the terms of Viatel's data processing service schedule (**the Data and Connectivity Service Schedule**) shall apply (which can be found at 1.-Viatel-Service-Schedule-A-Data-Services-2026.pdf) and be incorporated into this Agreement as a contractual arrangement between Viatel and you in relation to processing of such Personal Data by Viatel. All defined terms in this clause have the same meaning as defined in the Data Processing Services Schedule.

Restricted Use and Confidentiality

Unless we agree otherwise in writing, you are provided with access to this Portal for your use only. Without limiting the foregoing, you may not without our written permission on sell, disclose, distribute or otherwise make available information obtained from this Portal to any third party. For the avoidance of doubt, any pricing, supplier, product, service availability or other commercially sensitive information made available through the Portal shall be treated as confidential information unless expressly stated otherwise by Viatel.

These obligations of confidentiality do not apply to any information which is already in the public domain, other than through a breach by you of this obligation, or which is required to be disclosed by law or a regulatory body.

Linked Sites

This Portal may contain links to other websites (**Linked Sites**). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with Linked Sites.

Our links with Linked Sites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those Linked Sites, or of any information, graphics, materials, products or services referred to or contained on those Linked Sites, unless and to the extent stipulated to the contrary.

Privacy Policy

We undertake to comply with the terms of our privacy policy which is accessible at the Viatel.com website.

Security of Information

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk.

You are responsible for maintaining the security and confidentiality of your Login Information and must notify us promptly of any actual or suspected unauthorised access to the Portal or compromise of your Login Information. We reserve the right to monitor Portal usage and access activity for security, operational and compliance purposes and to suspend access where we reasonably believe that a security incident, unauthorised access or misuse of the Portal has occurred.

Termination of Access

Access to this Portal may be terminated at any time by us without notice.

We may also suspend access to the Portal at any time where we reasonably believe that a breach of these Terms of Use, a security incident, unauthorised access, fraudulent activity, misuse of the Portal or any legal or regulatory requirement necessitates such suspension or termination.

These Terms of Use will nevertheless survive any such termination.

Governing Law

These Terms of Use are governed by the laws in force in Ireland. You agree to submit to the exclusive jurisdiction of the Irish courts.

Cookies

We may collect general information such as the pages you access, the date and time of your visit, IP address, and the domain name and country from which you access this Portal. This includes the use of "cookies". Most browsers can be configured so as not to accept cookies, however this may affect the functionality of the Portal. Please refer to our Cookie Statement on the Viatel.com website for more information.

General

We accept no liability for any failure to comply with these Terms of Use where such failure is due to

circumstance beyond our reasonable control. If we waive any rights available to us under these Terms of Use on one occasion, this does not means that those rights will automatically be waived on any other occasion. If any of these Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining Terms of Use shall nevertheless continue in full force.

These terms and conditions and the full set of Terms of Use above (**the Agreement**) set out the basis on which Viatel (**We**) will provide you with access to the Viatel Portal.

Any products or services ordered, requested or received through the Portal shall be subject to Viatel's prevailing General Terms & Conditions, applicable Order Forms, Service Schedules and related contractual documentation.

Electronic acceptance of these Terms of Use shall constitute a legally binding agreement between you and Viatel. Viatel may retain records of acceptance and Portal access activity for evidential, operational, security and compliance purposes.

BY CLICKING ON THE "ACCEPT" BUTTON YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, YOU WILL BE UNABLE TO ACCESS THE PORTAL.