

CHILLWIFI LTD

FIBRE, BROADBAND AND VOIP SERVICES – STANDARD TERMS AND CONDITIONS

Effective date: 11/09/2026

These Terms and Conditions (the **Terms**) apply to broadband, fibre, voice and related services supplied by Chillwifi Ltd to customers in Ireland, unless a separate written agreement applies.

By ordering or using any Service, you agree to these Terms, the applicable order confirmation or service summary, our Fair Usage Policy, our Code of Practice / Complaints Procedure, our Privacy Policy, and the Other Charges schedule at the end of this document. Together, these documents form the agreement between you and Chillwifi (the **Agreement**).

If you are a Consumer, nothing in these Terms affects any statutory rights that cannot lawfully be excluded or limited.

1. DEFINITIONS

1.1 **Chillwifi, we, us and our** means Chillwifi Ltd.

1.2 **Customer, you and your** means the person, sole trader, partnership, company, organisation or other entity ordering or using the Services.

1.3 **Consumer** means a natural person acting for purposes outside their trade, business or profession.

1.4 **Business Customer** means any Customer who is not a Consumer.

1.5 **Services** means the services supplied by Chillwifi, including FTTH / Full Fibre broadband, FTTC broadband, VoIP or voice services, static IP addresses and related services.

1.6 **Equipment** means any router, modem, ONT, ATA, phone adapter, handset or other equipment supplied by Chillwifi for use with the Services.

1.7 **FTTH / Full Fibre** means fibre broadband delivered directly to the Customer's premises.

1.8 **FTTC** means fibre broadband delivered to a street cabinet with a copper connection between the cabinet and the Customer's premises.

1.9 **Minimum Term** means the minimum service term stated in clause 5.1 or in your order confirmation or service summary.

1.10 **ComReg** means the Commission for Communications Regulation in Ireland.

2. ORDERING, ELIGIBILITY AND ACTIVATION

2.1 Services are available only at addresses where Chillwifi, its network partners or wholesale providers can provide them.

2.2 We may require reasonable information before accepting an order, including proof of identity, address, payment details and, for Business Customers, company or business details.

2.3 An order is accepted when we confirm it to you, or when we activate the relevant Service, whichever occurs first.

2.4 Installation, activation and transfer dates are estimates unless we expressly agree otherwise in writing. They may depend on network availability, third-party access, permissions, wholesale providers and site conditions.

2.5 If installation or fault investigation requires access to your premises or common areas, you must ensure suitable access is available at the agreed time.

2.6 An Engineer Appointment Charge may apply where you miss an agreed appointment, cancel too late, refuse access, cannot arrange required third-party access, or where the premises are unsafe for the engineer to work in. See Other Charges.

2.7 Services will normally be activated once the required network connection is ready, any required Equipment is installed or delivered, and your payment details have been validated.

3. SERVICES

3.1 Broadband Services

3.1.1 We provide FTTH / Full Fibre and FTTC broadband services using our own systems and/or the systems of our wholesale network partners.

3.1.2 FTTH / Full Fibre services are delivered by fibre to your premises. FTTC services are delivered by fibre to a local cabinet and copper from the cabinet to your premises.

3.1.3 The specific service, package, price, expected availability date, applicable speed information and any installation charges will be confirmed in your order confirmation or service summary.

3.2 VoIP / Voice Services

3.2.1 Where ordered, voice services are delivered using Voice over Internet Protocol (VoIP).

3.2.2 The VoIP service requires a working broadband connection and electrical power. This applies whether the broadband connection is provided by Chillwifi or by another provider. If the broadband connection or power is unavailable, including due to fibre cuts, network faults, power outages or Equipment failure, the VoIP service will not work.

3.2.3 Emergency calls, including calls to 112 and 999, depend on both power and broadband being available. If power or broadband fails, emergency calling through the VoIP service may not work. You should maintain an alternative means of making calls, such as a charged mobile phone, particularly for emergency calls.

3.2.4 You must provide accurate installation and account address information for voice services and notify us promptly if the address changes. Location information made available to emergency services may be based on the address held on your account and may not identify your precise location.

3.2.5 We do not guarantee that VoIP will be compatible with all alarms, medical devices, monitored security systems, fax machines, dial-up services, analogue devices or other equipment that relies on a traditional telephone line. You are responsible for checking compatibility with the supplier of that equipment.

3.3 Static / Fixed IP Addresses

3.3.1 Static IP addresses are available only where agreed and subject to availability and technical feasibility.

3.3.2 A monthly charge may apply for each static IP address, as shown in your order confirmation, price list or Other Charges.

3.3.3 Static IP addresses must not be used for unlawful activities, malicious activity, network abuse, spam, security attacks or any activity that breaches these Terms or our Fair Usage Policy.

4. CHARGES, BILLING AND PAYMENT

4.1 All charges in these Terms and the Other Charges schedule are inclusive of VAT unless expressly stated otherwise.

4.2 Charges may include recurring monthly charges, once-off activation or installation charges, call or usage charges, Equipment charges and other charges set out in the Agreement.

4.3 Monthly recurring charges are billed in advance. Voice call charges and other usage-based charges are normally billed in arrears.

4.4 Where a Service is activated part way through a billing period, your first invoice may include a pro-rata charge for the remainder of that billing period and the following billing period in advance.

4.5 Bills are issued electronically by default to the email address associated with your account. You are responsible for keeping your contact details current.

4.6 We may accept payment by SEPA Direct Debit, debit or credit card, or another payment method that we make available.

4.7 Payment is due on the date shown on the invoice.

4.8 If a SEPA Direct Debit payment fails because of insufficient funds, account closure, a cancelled mandate, incorrect details or another reason attributable to you, a Payment Default Fee of €10.00 may be charged for each failed payment.

4.9 If a debit or credit card payment fails, we may retry the payment. We do not charge a fee solely because a card payment fails. Repeated failed payments may result in suspension or termination of the Services in accordance with clause 10.

4.10 A Late Payment Fee may apply where payment is not received and allocated to your account by the invoice due date. See Other Charges.

4.11 If you believe an invoice is incorrect, contact us promptly and before the due date where possible. You must pay all undisputed amounts by the due date.

4.12 We may change tariffs and charges only in accordance with clause 13 and applicable law and regulatory requirements.

5. MINIMUM TERM, CANCELLATION AND MOVING HOME

5.1 Minimum Term

5.1.1 Unless your order confirmation or service summary states otherwise, the Minimum Term for each Service is six (6) months from its activation date.

5.1.2 The Minimum Term applies separately to each Service unless we expressly state otherwise in writing.

5.2 Consumer Cancellation Rights

5.2.1 If you are a Consumer and have a legal right to cancel a contract made online, by phone or away from our business premises, you may exercise that right within the applicable statutory cancellation period.

5.2.2 If you ask us to begin supplying Services during the statutory cancellation period, you may be required to pay for the Services supplied up to the date on which you cancel, as permitted by law.

5.2.3 To cancel under your statutory rights, contact us by email or post using the details in clause 18 and clearly state that you wish to cancel.

5.2.4 If you cancel, you must return any Equipment in accordance with clause 8. Charges may apply for Equipment that is not returned or is damaged beyond fair wear and tear.

5.3 Cancellation After the Minimum Term

5.3.1 After the Minimum Term, you may cancel a Service by giving Chillwifi at least 30 days' written notice.

5.3.2 You remain responsible for all charges for Services supplied until the effective cancellation date.

5.3.3 Your cancellation request should identify the account holder, service address, account number where available, and the Services to be cancelled.

5.4 Cancellation During the Minimum Term

5.4.1 If you cancel a Service during its Minimum Term, other than where you are exercising a statutory cancellation right, where we have materially breached the Agreement and failed to remedy that breach, or where applicable law provides otherwise, an Early Termination Charge of €120.00 may apply.

5.4.2 The Early Termination Charge is in addition to charges for Services already supplied up to the termination date and any charges for unreturned, lost or damaged Equipment.

5.5 Moving Premises

5.5.1 If you move premises, contact us as soon as reasonably possible. We will check whether Services can be provided at your new address.

5.5.2 We will use reasonable efforts to transfer or provide Services at the new address, but we cannot guarantee that the same technology, speed, price or service will be available.

5.5.3 If we cannot provide an equivalent or reasonably suitable Service at the new address, we will discuss the available options with you. Any cancellation rights or charges will be applied in accordance with applicable law and the Agreement.

5.5.4 If we agree to provide Services at the new address, a new order, new installation charge, new service terms or a new Minimum Term may apply, as confirmed to you before the move proceeds.

6. BROADBAND SPEEDS AND PERFORMANCE

6.1 Broadband speeds and performance depend on the technology used, line characteristics, network conditions, the capacity of third-party networks and online services, Equipment, internal wiring, and the way your devices connect to the Service.

6.2 For FTTH / Full Fibre services, we will provide the applicable advertised speed and any relevant speed information for your product in your service summary or order confirmation. Actual speeds may vary.

6.3 For FTTC services, speed depends on the physical condition and length of the copper line between the cabinet and your premises. We will provide service to the best the line is capable

of; speed and performance can vary and are not guaranteed.

6.4 Any speed estimate given before installation or activation is based on information available at that time and is not a guarantee of actual performance.

6.5 We do not guarantee that a particular download speed, upload speed, latency, jitter, packet-loss level or throughput will be available at all times, except where we expressly agree otherwise in writing or where applicable law requires otherwise.

6.6 The speed experienced on a device may be affected by Wi-Fi distance, walls, interference, the number of connected devices, device capability, internal wiring, Ethernet cabling, customer-owned equipment, software, the service being accessed, and network congestion.

6.7 For the most accurate speed assessment, testing should normally be carried out using a suitable device connected by Ethernet directly to the Chillwifi router or ONT, with other high-bandwidth activity paused where possible.

6.8 If you experience a continuous or recurring material discrepancy between the service performance communicated to you and the actual performance, contact us. We will investigate in accordance with our Code of Practice and applicable law. Depending on the outcome, available remedies may include troubleshooting, a line or Equipment test, a change of service, a proportionate credit where appropriate, or termination without penalty where required by law.

7. ACCEPTABLE USE AND CUSTOMER RESPONSIBILITIES

7.1 You must not use, allow others to use, or attempt to use the Services or Equipment:

- (a) for unlawful, fraudulent, harmful or improper purposes;
- (b) to transmit, store or distribute material that is unlawful, defamatory, abusive, threatening, obscene or otherwise prohibited by law;
- (c) to infringe intellectual-property rights, confidentiality obligations or other third-party rights;
- (d) to send spam, conduct phishing, distribute malware, launch or facilitate denial-of-service attacks, attempt unauthorised access, or otherwise compromise networks or systems;
- (e) in a way that creates abnormal, excessive or unreasonable demands on our network or the network of a supplier; or
- (f) in breach of these Terms, our Fair Usage Policy or any reasonable instruction we give for network security, safety or service integrity.

7.2 You are responsible for all use of the Services at your premises or through your account, except to the extent caused by Chillwifi's breach of the Agreement.

7.3 You must keep account passwords, Wi-Fi credentials and other connection details secure, and take reasonable steps to prevent unauthorised access to the Services and Equipment.

7.4 You must notify us promptly of changes to your name, billing address, service address, email address, telephone number, payment details or other information relevant to the Services.

7.5 You must comply with reasonable instructions we give about the safe and proper use of the Services and Equipment.

7.6 We may investigate suspected misuse or breaches. We may suspend Services, preserve relevant records and disclose information where required or permitted by law, including to competent authorities and network providers.

8. EQUIPMENT

8.1 All Equipment supplied by Chillwifi remains the property of Chillwifi unless we expressly confirm in writing that it has been sold to you.

8.2 Equipment is supplied on a rental or loan basis for use with the Services only. You must not sell, dispose of, pledge, sub-let, alter, reverse engineer, repair or tamper with it without our written permission.

8.3 You must take reasonable care of the Equipment and keep it at the service address unless we agree otherwise.

8.4 You are responsible for Equipment that is lost, stolen, not returned, or damaged as a result of misuse, negligence, malicious damage, unauthorised alteration or liquid exposure. Fair wear and tear is excluded.

8.5 If Services end or we ask for Equipment to be returned, you must return it within 10 working days using the return method we reasonably specify. We may provide a return label or returns bag on request.

8.6 If Equipment is not returned within the required period, or is returned damaged beyond fair wear and tear, the applicable Equipment charge in Other Charges may apply.

8.7 We may replace faulty Equipment where appropriate. If we replace Equipment, you must return the original Equipment if we request it.

8.8 You may use customer-owned Equipment where technically compatible and where its use does not damage, interfere with or compromise the Services or network. We are not responsible for faults, compatibility issues or reduced performance caused by customer-owned Equipment, internal wiring or customer configuration.

9. FAULTS, MAINTENANCE AND ENGINEER VISITS

9.1 You should report faults to our customer care team using the details in clause 18.

9.2 We will use reasonable skill and care to investigate and resolve faults in a timely manner. We cannot guarantee uninterrupted, fault-free service or a fixed repair time because some

faults depend on wholesale providers, third parties, weather, power, access or other matters outside our reasonable control.

9.3 If an engineer visit is necessary, we will arrange an appointment or appointment window with you. You must ensure safe and reasonable access to the premises and any relevant common areas.

9.4 An Engineer Appointment Charge may apply if you miss an appointment, cancel it too late, refuse access, fail to arrange required third-party access, or the premises are unsafe. See Other Charges.

9.5 A Technician Call-Out Fee may apply if an engineer determines that there is no fault in the Chillwifi or wholesale network and the reported issue is caused by customer-owned equipment, internal wiring, customer configuration, Wi-Fi conditions or another issue within your responsibility. We will explain the basis of any charge where reasonably practicable.

9.6 We may perform planned maintenance with reasonable notice where practical. Emergency maintenance may be carried out without prior notice where necessary to protect safety, security or network integrity.

10. SUSPENSION AND TERMINATION BY CHILLWIFI

10.1 We may suspend or terminate a Service where reasonably necessary if:

- (a) you fail to pay charges when due;
- (b) you materially breach these Terms or another part of the Agreement;
- (c) we reasonably suspect fraud, unlawful activity, network abuse or a security threat;
- (d) you supplied false, inaccurate or misleading information;
- (e) we are required to do so by law, court order, ComReg, emergency services or another competent authority;
- (f) it is technically impossible, unsafe or impracticable to continue providing the Service; or
- (g) you breach our Fair Usage Policy or an acceptable-use requirement.

10.2 Where reasonably practicable, we will give you notice and an opportunity to remedy the issue before suspension or termination. We may act immediately where there is non-payment, serious breach, suspected fraud, unlawful activity, a security risk or an emergency.

10.3 Suspension does not remove your obligation to pay charges that remain due under the Agreement.

10.4 If we terminate a Service because of your breach or non-payment during the Minimum Term, you remain liable for charges due up to termination, any applicable Early Termination Charge and charges for unreturned, lost or damaged Equipment, subject to applicable law.

11. LIABILITY

11.1 We will provide the Services using reasonable skill and care.

11.2 We are not responsible for interruptions, delays, reduced performance or failures caused by circumstances outside our reasonable control, including power failures, fibre cuts, third-party network failures, wholesale supplier issues, weather, civil works, acts of government, failures of customer equipment or faults in internal wiring.

11.3 We are not liable for loss or damage arising from incompatibility between the Services and your hardware, software, alarms, medical devices, security systems, network equipment or other customer-owned equipment.

11.4 Subject to clause 11.5, we will not be liable for indirect or consequential loss, loss of profit, loss of revenue, loss of business, loss of goodwill, loss of anticipated savings, loss of data or business interruption.

11.5 Nothing in these Terms limits or excludes liability that cannot lawfully be limited or excluded, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or mandatory statutory rights available to Consumers.

11.6 Subject to clause 11.5, Chillwifi's total liability arising out of or in connection with a Service will not exceed the amount paid by you to us for that Service in the three months immediately preceding the event giving rise to the claim.

11.7 Nothing in this clause prevents a Consumer from relying on statutory remedies available under Irish law.

12. DATA PROTECTION AND PRIVACY

12.1 We process personal data in accordance with applicable data-protection law, including the General Data Protection Regulation and the Data Protection Act 2018.

12.2 Our Privacy Policy, available at chillwifi.com, explains what personal data we collect, why we use it, the lawful bases we rely on, the parties with whom we may share it, how long we retain it, and your data-protection rights.

12.3 We may process personal data as necessary to provide and administer Services, manage accounts and billing, process payments, prevent fraud, protect network security, provide support, investigate complaints, comply with legal obligations and improve our Services.

12.4 We may share personal data with wholesale network providers, installation and support partners, payment providers, professional advisers, debt-recovery providers, regulators and public authorities where necessary, lawful or required.

12.5 We will only send direct marketing where permitted by law. You may opt out of marketing communications at any time using the unsubscribe option in a message or by contacting us.

12.6 For data-protection queries or rights requests, contact us using the details in clause 18.

13. CHANGES TO SERVICES, TERMS AND CHARGES

13.1 We may change Services, these Terms, our policies or charges where reasonably necessary, including to reflect changes in law, regulation, technology, security, suppliers, network operations, costs or the Services we offer.

13.2 Where a change is material and may adversely affect a Consumer, we will give the notice and cancellation rights required by applicable law and ComReg requirements.

13.3 For Business Customers, changes will take effect on the date notified by us unless we agree otherwise in writing. Where applicable law requires a particular notice period or right, that law will apply.

13.4 The latest version of our policies and charges will be available at chillwifi.com or provided on request.

14. COMPLAINTS AND DISPUTE RESOLUTION

14.1 If you have a complaint, contact our customer care team using the details in clause 18.

14.2 We will handle complaints in accordance with our Code of Practice / Complaints Procedure, available at chillwifi.com or on request.

14.3 If we cannot resolve your complaint, you may have the right to seek assistance from ComReg or another relevant dispute-resolution body, subject to applicable rules.

14.4 Nothing in these Terms affects your statutory rights or your right to bring legal proceedings.

15. GOVERNING LAW AND JURISDICTION

15.1 The Agreement is governed by Irish law.

15.2 The Irish courts have jurisdiction in relation to disputes arising under the Agreement, subject to any mandatory rights or protections that apply to Consumers.

16. GENERAL

16.1 We may assign, transfer or subcontract our rights or obligations under the Agreement, including in connection with a business sale, reorganisation, financing arrangement or use of network suppliers. This will not reduce your statutory rights.

16.2 You may not assign or transfer your rights or obligations under the Agreement without our prior written consent.

16.3 If a provision of the Agreement is found invalid, illegal or unenforceable, the remaining provisions will continue in effect.

16.4 A delay or failure by either party to enforce a right does not waive that right.

16.5 Notices from us may be sent by email, post, through your billing account or by publication on our website where permitted by law.

16.6 The Agreement is the entire agreement between you and us concerning the Services, except for any separate written agreement signed by an authorised representative of Chillwifi.

16.7 If there is a conflict between these Terms and an order confirmation or service summary, the order confirmation or service summary will apply to the extent of the conflict in relation to the relevant Service.

17. CONTACT DETAILS

For support, billing, complaints, cancellations and data-protection queries, contact:

Chillwifi Ltd

Regus, The Ormonde Centre
Gladstone Street
Clonmel, Co. Tipperary
E91 T3Y7
Ireland

Telephone: 052 615 4109

Email: info@chillwifi.com

Website: chillwifi.com

18. OTHER CHARGES

All charges below are inclusive of VAT unless expressly stated otherwise.

Charge	Description	Amount
Modem / Equipment Charge	Charge for Equipment that is not returned, is lost, stolen or is damaged beyond fair wear and tear, subject to clause 8.	€80.00
Additional Modem Charge	Charge for an additional modem or replacement modem supplied outside a fault replacement. May be refunded where the replaced modem is returned if we agree this in advance.	€80.00
Early Termination Charge	Charge for cancellation or termination during the Minimum Term, where clause 5.4 applies.	€120.00
Payment Default Fee – SEPA Direct Debit	Charge for each failed SEPA Direct Debit where the failure is attributable to the Customer.	€10.00
Late Payment Fee	Charge where payment is not received and allocated to the account by the invoice due date.	€6.15
Engineer Appointment Charge	Charge for a missed or late-cancelled engineer appointment, refused access, unavailable third-party access or unsafe site conditions.	€60.00
Technician Call-Out Fee	Charge where no Chillwifi or wholesale network fault is found and the issue is caused by customer equipment, internal wiring, configuration or another matter within the Customer's responsibility.	€143.07

Charge	Description	Amount
Non-Direct Debit Fee	Administration charge for broadband customers who cancel an agreed Direct Debit payment method, where applicable.	€2.46
Reconnection Fee	Fee to reconnect a Service that has been disconnected or removed from the network.	€25.00
Data Port Extension	Charge for additional internal cabling and labour to provide a data socket in another part of the premises.	€125.46
Static / Fixed IP Address	Monthly charge per static IP address, where ordered.	€6.15 per month
Broadband Surcharge Where Voice Moves	Monthly surcharge where the applicable voice service is moved to another provider while broadband remains with Chillwifi, where stated in the applicable service summary.	€12.30

We may update Other Charges in accordance with clause 13 and applicable law. The current schedule will be available at chillwifi.com or on request.