



Digital Phone Service Terms and Conditions

1. Definitions

"ACN": All Communications Network (ACN) Ireland Limited, an Irish company registered in the Companies Registration Office with number 325008, having its registered office at 25-28 North Wall Quay, Dublin 1, Ireland. Please note that ACN's registered office does not accept personal callers and does not accept any customer correspondence.

"ACN Account": Your account with ACN in respect of charges for the Service;

"ACN ATA": (Analogue Telephony Adaptor) A device used to connect one or more standard analogue telephones to ACN's digital network. The ACN ATA is a pre-requisite to using the ACN Digital Phone Service if you do not purchase an ACN Videophone;

"ACN Digital Phone Service" or "Service": The service enabling you to make or receive a telephony call via an existing high speed internet service or connection (with capacity of at least 128Kbits/sec down and upstream). The ACN Digital Phone Service is provided as an additional line (known as 2nd line);

"ACN Equipment": Any hardware (ACN Videophone(s), ACN ATA(s) or other ACN provided equipment) provided by ACN for use by you. The setting up and configuration of the ACN Equipment and the Service is described in the user notice provided with the equipment;

"ACN Price List": ACN's current price lists as amended from time to time. The ACN Price List is made available online at the time when you place an order and is also available and updated at ACN's website at www.mycn.eu at all times;

"ACN Videophone": A communications device which allows both video and audio communication at the same time. It is also possible to make audio calls using the ACN Videophone without the video function being activated. The ACN Videophone also has an ATA (as mentioned above) built in to allow connection of analogue phones to the ACN digital Phone network;

"Agreement": The general Terms and Conditions to the ACN Digital Phone Service with purchased ACN Equipment ("Terms and Conditions") supplemented by the ACN Price List and the ACN Acceptable Usage Policy (AUP) which you must accept before placing an online order;

"CLI": calling line identity, the applicable telephone number.

"New Provided CLI" or "New Provided CLIs": Newly assigned geographic or non-geographic prefix numbers that are assigned when your ACN Digital Phone Service is activated and which are used to receive incoming phone calls and make outgoing phone calls using the ACN Digital Phone Service. ACN will provide and notify you of this number when your order is accepted and depending on your service address and technical compatibility within your region either provide a geographic number or, if geographic numbers are not available, a non geographic number;

"Number porting": A transfer of the Original CLI to the ACN Digital Phone Service which causes all incoming calls to the Original CLI to be routed to the ACN Service.

"Original CLI": The geographic telephone number provided by your current fixed line provider and specified in the order, and, in the case of ISDN, any other CLI that is linked or associated with the CLI that is designated on the order;

"Price": The prices and/or tariffs for the Service including ACN Equipment as set out in the current ACN Price Lists;

"Terminal Equipment": Any computer, telephone and any other communication devices used by you in connection with ACN's Digital Phone Service.

"You": the customer.

2. Emergency calls

- 2.1 The ACN Digital Phone Service may not support calls to Emergency services at all times.
- 2.2 ACN is not liable whatsoever for any damages (direct and/or indirect, including but not limited to any consequential damages), events, and / or consequences arising from non connection, non-functioning or disruption of emergency calls made using the ACN Digital Phone Service.
- 2.3 ACN recommends that you inform household residents, guests and other third parties that may be present at the address that to make emergency calls they may have to use another phone service as the ACN Digital Phone Service may not support such calls at all times.
- 2.4 If the ACN Digital Phone Service is used to make an emergency call, the emergency service may not be able to automatically locate the caller. ACN therefore recommends that the caller clearly informs the emergency service of his/her present location. In any case, ACN informs its customers that all information relating to the location of the caller will be made available by ACN to the authorities for the emergency service and civil protection, to the technically possible extent.

3. ACN Digital Phone Service

3.1 ACN Digital Phone Service

- 3.1.1 In order to use ACN's Digital Phone Service you must also purchase ACN Equipment. ACN will not be liable for being unable to provide the ACN Digital Phone Service as a result of faults in your Terminal Equipment other than ACN Equipment.
- 3.1.2 ACN's Digital Phone Service does not support fax transmission, alarm systems, credit card and cash payment systems requiring a fixed line telephone connection or bank cash dispensing machines.
- 3.1.3 Calls to some service numbers, special numbers, premium rated numbers, directory services and certain high rated international numbers may not be available as a standard service offering with ACN's Digital Phone Service. A list of numbers that cannot be connected via the ACN Digital Phone Service can be obtained online from ACN's customer portal located at www.acnneuro.com. If certain of these numbers types become available ACN will make the option available to you online to be able to allow or not allow making calls to these numbers.
- 3.1.4 ACN may disclose your name, address and telephone number to a third party for the purpose of directory enquiries, unless you have requested that the information shall be kept confidential. ACN may always disclose your name, address and number when it is required by law or other regulation, for instance at the request of emergency services.
- 3.1.5 If you use the ACN Digital Phone service for incoming as well as outgoing calls you will trigger data traffic for which you may have to pay any fees agreed with your high speed internet provider. If a call cannot be routed via the ACN Digital Phone Service, such

call may be automatically routed to and invoiced by your other telephony provider at such provider's then current price list, or in the event this is not possible, the call will fail. This may occur in the case that you also connect this other telephony service to the ACN Equipment.

- 3.1.6 In cases of planned interruptions in the Service due to software, equipment or network upgrades ACN will inform you of such unavailability with at least 24 hours notice by posting a note to this effect on ACN's customer portal. ACN will also limit the number of such interruptions to 8 per year, with a maximum duration of 40 hours. ACN will endeavour to schedule such interruptions at times that are less inconvenient to you.

3.2 ACN Digital Phone Service with ACN Equipment

ACN will offer its ACN Digital Phone Service with ACN Equipment. The ACN Equipment is locked to and will only function in connection with the ACN Digital Phone Service.

4. Conditions of access to the Service

- 4.1 The provision of the Service shall be governed solely by this Agreement, which you expressly accept by placing an online order. These Terms and Conditions are supplemented by the ACN Price List as well as the ACN Acceptable Usage Policy (AUP) and constitute the Agreement, and are also available to you before placing an online order. These Terms and Conditions, the most recent ACN Price List and AUP can be viewed and downloaded at any time from the ACN website via www.mycn.eu. ACN can check and reject any customer orders from customers who have previously been disconnected for non-payment, or if still an active customer, can reject any new orders due to any outstanding customer payments.
- 4.2 The Service is intended for residential and private use only. The Service is not intended for nomadic use. This means that, if a geographical number has been assigned or ported, the Service is only intended to be used in the area relating to this geographical number prefix. The ACN Digital Phone Service is expressly not intended for professional use or telecommunication services such as teleshops, operator activities, telemarketing organizations, prepaid card providers, call centre operations, and voice service provision and reselling to third parties.
- 4.3 You may not have simultaneous connections to the ACN Digital Phone Service (using different accesses and /or devices).
- 4.4 You hereby authorise ACN to take all necessary steps, including any interaction with other operators, to provide the ACN Digital Phone Service.

5. Your obligations

- 5.1 All invoices for all services and equipment are due and payable within the payment period indicated on the invoice and where no payment period is indicated within thirty days of the date of an invoice. You are responsible for all usage of the ACN Digital Phone Service from your assigned phone number. You are also responsible for unauthorised use due to your negligence. In the event you receive information that the Service being used is unauthorised, you shall promptly inform ACN in accordance with Condition 5.7. Until such notification, you are responsible for any use.
- 5.2 You shall follow any instructions that ACN may communicate about the ACN Digital Phone Service. In this respect, in the event ACN, or a third party on behalf of ACN offers installation services, ACN, or such third party, may request access to your premises for the purpose of installing the ACN Digital Phone Service.
- 5.3 You shall regularly check your ACN Account on ACN's customer portal for any notifications addressed by ACN.
- 5.4 You must promptly notify ACN if the Original CLI or the address associated with that CLI is changed in order for the ACN Digital Phone Service to function.
- 5.5 You shall promptly notify ACN of any changes to your personal data that is necessary for the provision of the Service. You must update such information online on the customer's ACN Account.
- 5.6 You shall not use, or authorise a third party to use, the ACN Digital Phone Service or the ACN Equipment:
 - 5.6.1 for the transmission of any material which is defamatory, offensive or abusive or of any obscene or menacing character; or
 - 5.6.2 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including, but not limited to, intellectual property or confidentiality rights); or
 - 5.6.3 in a manner which allows third parties to interfere with or corrupts the ACN Digital Phone Service in anyway; or
 - 5.6.4 in any other way which is in breach of telecommunications or general law in Ireland.
- 5.7 You shall notify ACN immediately, by calling ACN Customer Service on 01 2477772, if you become aware that your ACN Equipment has been stolen, or that the Service is being fraudulently used or otherwise being used in an unauthorized manner. When you call, you must provide his/her ACN account number and a detailed description of the circumstances of the theft or unauthorized use of the Service. Until such time you will be liable for all use of the ACN Digital Phone Service.
- 5.8 You shall indemnify ACN from and against all direct damages which ACN may suffer arising out of or in connection with any breach of your obligations under this Agreement or your misuse of the ACN Digital Phone Service.

6. Invoicing

- 6.1 You agree to receive electronic invoices in which case ACN will send a monthly notification to you by email without cost. The notifications will be sent to the email address provided by you when ordering the Service, stating that the invoice for the Service is available on your ACN Account. A link giving direct access to the invoice will be included in the email. You can, at any time, via the ACN customer portal change the email address to which the electronic invoice notifications should be sent. The ACN customer portal is available via www.mycn.eu. If you change your email address and do not update this new address in the ACN customer portal ACN will continue to send the invoice notification to the original email address and payments will keep being made according to the method of payment chosen by you. ACN is not responsible if the invoice notification email is not received due to your email account being full, if the email is "captured" by a spam or virus filter or the email address is no longer active.
- 6.2 All invoices are available on the ACN customer portal for 12 months from the date of issue and remain accessible to the customer 24 hours a day, 7 days a week in an electronic format.

- 6.3 The invoices for the ACN Digital Phone Service are supported by an electronic certificate to guarantee the authenticity of their origin and content.
- 6.4 Upon written request, ACN will send you an itemised invoice, either paper and/or electronic and you will be charged a small administration fee for each paper invoice. Such invoice will reproduce for all communications the entire sequence of dialled digits or mask the last 4 digits.
- 6.5 The monthly invoice will show which payments must be made in advance and which must be paid in arrears. ACN will invoice all recurring charges for the ACN Digital Phone Service monthly in advance. ACN will invoice all other charges, such as those based on usage, monthly in arrears.

7. Methods of payment

- 7.1 When placing an order online you can choose the method of monthly payment by selecting either direct debit or credit/debit card. If direct debit is chosen, the amounts due from you to ACN will be debited from your account within 10 days of the date of the invoice. You can, at any time, change the chosen method of payment via the ACN customer portal. The new method of payment will then replace any prior payment arrangement for all subsequent invoices.
- 7.2 If neither payment by direct debit nor credit card is used, ACN may invoice any fees that arise as a consequence of other methods of payments that are used. Details regarding such fees are available on the ACN Price List.
- 7.3 Any rejected automatic or revoked payments are subject to an administrative fee as detailed on the ACN Price List.

8. ACN Charges

- 8.1 All charges related to the Service are charged in accordance with the current ACN Price List.
- 8.2 ACN will request an authorisation from your credit/debit card in order for a purchase order of ACN Equipment to be accepted. ACN will issue an invoice and charge your credit/debit card at the time that the ACN Equipment is ready to be shipped to you. A notification of this will be sent to you by email as per Condition 6.
- If you choose to pay for ACN Equipment by direct debit but the direct debit is rejected by your card issuer, ACN will notify you that you have 14 calendar days from the receipt of the notification to pay by credit card. If you fail to pay within this 14 day period, ACN will suspend the shipment of the ACN Equipment. If the shipment of the ACN Equipment has already occurred, ACN will request the return of the equipment, and this Agreement will be automatically terminated. On receipt of such request, you must either return the ACN Equipment at your own cost OR contact the ACN customer service department at 01 2477772 in order to obtain a returned merchandise authorisation ("RMA") for returns free of charge and you must return the ACN Equipment to ACN within twenty-one (21) days
- If you wish to purchase additional ACN Equipment, the charges for this equipment will be invoiced on the next monthly invoice.
- 8.3 All Charges are inclusive of VAT at the then applicable rate as per the ACN Price List.
- 8.4 In the event of late or incomplete payment of any invoice issued to you, ACN may, without prejudice to any other rights it may have under this Agreement or otherwise, charge you a reasonable administrative fee as listed in the Price List or as may otherwise be notified to you from time to time for costs incurred in pursuing such late payment. ACN will provide you with a reminder if full payment has not been made by the due date indicated on the invoice, or if no due date is given, within thirty days of the invoice date.
- 8.5 In the event of ongoing non-payment of overdue invoices, ACN shall be entitled to further compensation for payment reminders and collection charges. ACN reserves the right to require the payment by you of any further legal and/or non legal costs related to ACN's enforcement of customer's obligations under the terms of this Agreement.
- 8.6 ACN may, at its sole discretion and at any time, carry out a credit check of your financial status. If, in ACN's reasonable opinion, such credit check is adverse, ACN may impose a credit limit on your use of the ACN Digital Phone Service and/or require payment of a security deposit or interim payment by you.

9. Service Levels

Important Information:

This is a voice over internet service and, as such, it is dependent on your internet connection and on the underlying network itself. Your service may cease to function if there is a power or other failure in that network.

- 9.1 ACN will deliver the ACN Digital Phone Service within 4 weeks from the date of the receipt by you of the ACN Equipment.
- 9.2 ACN shall endeavour to correct all faults that regard the Service within a reasonable amount of time.
- 9.3 ACN is not responsible for faults in the Service that are outside the control of ACN, for example faults in the Internet connection due to suspension, termination or blocking of broadband or ISP service by an ISP or broadband provider or other third party, disruption of the power supply, network faults, overloads in the network, or other faults that can be related to a third party (including the operator of the public network), actions from authorities, disruption in the providing of line from third party or force majeure (e.g. natural disasters, war, emergency situations, changes in law or regulation, strike, fire, lightning struck, flooding or extreme weather conditions) unless this happened due to carelessness from ACN and could have been predicted and avoided. In the event you lose the Service as a result of any of the above, you will continue to be responsible for payment of the service charges unless and until you terminate the Service in accordance with the Agreement. You acknowledge and agree that ACN is not required to provide the customer any credits or any other form of remuneration for any such disruption of the Service.
- 9.4 If the Service could not be used due to a fault not included in Condition 9.2 - 9.3 or Condition 10, then you are entitled to a deduction on the Price for the Service for that month. The deduction will be made for part of the Price that according to the Agreement should have had been charged during this period of time. Amounts during an invoice period that are lower than EURO 5 will not be deducted.
- 9.5 You shall be entitled to compensation for direct damage due to negligence by ACN. You shall not be entitled to compensation for indirect damage such as lost profits or other consequential losses.
- 9.6 ACN is not liable for damages caused by content of data, data viruses or such like, delay, distortion or loss of your data or for your liability in damages to any third party.
- 9.7 ACN may modify the technical, contractual or financial conditions of the Service. In such case, ACN shall inform you with at least 1 month written notice. You may terminate the Agreement without cancellation charge/penalty within 1 month as from the entry into force of such modification. If you fail to terminate the Agreement as

described above, you shall be deemed to have accepted the modifications. You can at all times read an up-to-date copy of this Agreement on the ACN customer portal, available via www.myacn.eu.

10. Service suspension

- 10.1 ACN may, after notification, suspend the Service in the following cases:
- in case of non-payment or partial payment by you upon the due date of any invoice according to the provisions of Condition 8, with a prior written notice of 10 days after the receipt of a first reminder by email or letter;
 - if ACN has reason to suspect that you have engaged in fraud or attempt of fraud in relation to the use of the Service;
 - if ACN becomes aware of an alleged violation of its AUP or this Agreement by you. In such case, ACN will initiate an internal investigation. During the investigation ACN may restrict your access to the Service. If ACN determines, as a result of such internal investigation, that you have made excessive use of the Service, ACN may transfer you from their current calling plan to another appropriate calling plan of ACN's choice. If you generate an amount of traffic that is significantly above what is defined as average customer usage in the AUP this is deemed as excessive use. A change of your calling plan will be notified to you with details of the new calling plan with associated ACN Price List. Any change to your calling plan will take immediate effect. Upon receipt of such written notice, you may choose to terminate this Agreement upon notice to ACN in accordance with Condition 14.2, giving reasons for such termination.
- 10.2 If the ACN Digital Phone Service is suspended, ACN will, upon request, inform you what needs to be done before the ACN Digital Phone Service can be reinstated. You shall continue to pay any monthly recurring charges during the suspension period. You will reimburse ACN all reasonable costs and expenses incurred by ACN in the implementation of the suspension and/or subsequent reinstatement of the Service. ACN is not responsible for any losses/injuries if your line is suspended or for any costs for reconnection with another operator after termination of the Service.

11. Contract duration and termination

- 11.1 This Agreement takes effect on (a) ACN's acceptance of your order, (b) when ACN has confirmed your order or (c) when the Service has been activated, whichever happens first. This Agreement will continue for an initial period of twelve months ("Initial Period") (unless earlier terminated or suspended in accordance with this Agreement), after which it will be automatically renewed for an unlimited duration. You can cancel at any time by giving ACN at least sixty days notice.
- In the event that you terminate this Agreement during the Initial Period, without prejudice to Conditions 15.1 and 16.2.1, all charges (including, without limitation, those relating to calls made up to the time of termination), any remaining charges for the ACN Equipment and all remaining monthly recurring charges up to the end of the Initial Period, will fall due and be payable by you.
- The means by which notice may be given and the effective date of your termination are exclusively stated in Condition 14.2.
- 11.2 ACN is entitled to terminate the Agreement when payment of an invoice has not been made or in case of violation by you of this Agreement, no less than 10 calendar days following the suspension of the Service according to Condition 10, if the breach remains uncured.
- 11.3 Without prejudice to Conditions 11.2 and 11.3 and to the other provisions of the Agreement, ACN may terminate the Agreement at any time:
- 11.3.1 if you are in material or repeated breach of any of the Agreement and for the purposes of this Condition 11.3.1, repeated breach means three or more incidences of breach in any continuous period of 6 months;
 - 11.3.2 if insolvency or bankruptcy proceedings are brought against you;
 - 11.3.3 if your behaviour compromises the stability, security, or operability of the Service; or
 - 11.3.4 when, as a precaution in circumstances where usage of the Service indicates excessive or uncharacteristic usage, as determined by ACN in accordance with the AUP and you, in accordance with 10.1, have been suspended prior to termination.
- 11.4 ACN may suspend the ACN Digital Phone Service or terminate this Agreement upon reasonable notice to you if ACN is obliged to do so in order to comply with an order, instruction or request of a court, government department or agency, an emergency service organisation or other competent authority, or ACN ceases to be able to supply the ACN Digital Phone Service due to any cause beyond its reasonable control.
- 11.5 On termination of the Agreement, for whatever reason, ACN shall send you a final invoice and shall reimburse any outstanding credit balances due to you.

12. Data protection

- 12.1 ACN, its agents and sub-contractors, may process your personal data and traffic data in order to perform credit checks, to provide the Service, to perform its legal obligations and legitimate business activities and to market ACN's products and services. Any such processing of personal data will be done in accordance with the Data Protection Acts 1988 and 2003 and applicable data protection law.
- 12.2 You hereby consent to that the personal data you provide to ACN (including information relating to yourself, your address and other details) will be retained by ACN as data processor on a computer database and will be used by ACN or its partners for marketing and other purposes.
- Your personal data are collected and processed for purposes connected and aimed to the setting up, performance and management of the contractual relationship in place between you and ACN, to the provision of the ACN Digital Phone Service, to the management of ACN's operations, of its marketing/sales structure and of the relationships with its independent sales representatives, to the fulfilment of the obligations provided by the applicable laws, regulations, EU legislation and any order or ruling issued by the competent authorities.
- 12.3 You also consent that ACN may disclose this personal data in connection with such purposes listed above to other members of the ACN group of companies which may be situated outside the EU and to other persons and, in particular, may disclose it to ACN selected carrier and to ACN independent representatives as part of ACN's distribution model. Further, it is also understood that ACN may also legitimately communicate your personal data to An Garda Síochána, the Defence Forces and other public authorities to fulfil the obligations provided by law.
- 12.4 You have the right to get information from ACN regarding the details that concerns him/her. You have the right to contact ACN in order to get incorrect details corrected.
- 12.5 You may at any time contact ACN in order to cancel your consent to the personal data being used for marketing purposes by writing to ACN customer service department at the following address: All Communications Network (ACN) Ireland Limited 25-28

13. Resolution of complaints

- 13.1 Disputes between you and ACN about the performance of this Agreement regarding the Service delivered by ACN, can be taken to the dispute committee for Telecom both by you and ACN, (www.comreg.ie).
- 13.2 A dispute will only be dealt with by the dispute committee after you have notified ACN of the complaint in writing first.
- 13.2 b ACN will respond to the content of the complaint in writing within 30 days, unless that is not reasonably possible. In that case, you will be notified within said term of when the response on the content will be communicated to him.
- 13.3 Within 30 days after receipt of the response from ACN, or within 30 days after the date ACN should have responded as said in Condition 13.2b, you can send the complaint to the dispute committee for telecom.
- 13.4 When you send a complaint to the dispute committee, ACN has to comply with this choice. If ACN wants to do so, ACN has to ask you in writing to say whether he agrees, within 5 weeks. ACN in that case has to announce that after aforementioned term is over, he can take the complaint to court.
- 13.5 The dispute committee comes to a decision following the conditions of the rules of the committee. The parties can request a copy of the rules of the dispute committee. The decisions made by the dispute committee are binding. Sending a complaint to the dispute committee is not free.

14. General conditions

- 14.1 If either party does not exercise or enforce any right, power or remedy under this Agreement or otherwise (or delays in doing so), it shall not mean that party has waived its entitlement to such right, power or remedy.
- 14.2 Any notice of termination by you must be sent by registered post to: All Communications Network (ACN) Ireland Limited 25-28 North Wall Quay, Dublin 1. Irrespective of anything stated to the contrary in your termination notice, the notice period is understood to be sixty days from receipt of a proper termination notice from you.
- 14.3 This Agreement is personal to you and may not be assigned to any other party or entity.
- 14.4 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 14.5 This Agreement is governed by and shall be construed in accordance with the laws of Ireland and shall be subject to the non-exclusive jurisdiction of the Irish Courts.

15. Right of withdrawal in respect to the Service

- 15.1 When subscribing online to ACN Digital Phone Service, you have 7 working days from the day you receive the ACN Equipment to exercise the right of revocation without giving reasons and paying penalties. You can exercise this revocation right by writing to ACN's customer service department at the following address: All Communications Network (ACN) Ireland Limited 25-28 North Wall Quay, Dublin 1
- 15.2 You will not benefit from the right of withdrawal in case, after receiving the necessary ACN Equipment, you expressly request activation of the Service prior to the expiration of the 7 working day deadline referred to in 15.1.

16. Specific Conditions relating to ACN Equipment that has been purchased in full.

16.1 Delivery of purchased ACN equipment.

- 16.1.1 ACN will deliver the purchased ACN Equipment within 30 days of a correctly completed order being received via ACN's online order entry system. In case the chosen purchased ACN Equipment is unavailable for whatever reasons ACN will inform you by email to the email address provided in the initial order form, of the fact of the unavailability of the chosen ACN Equipment. You may either accept to substitute your chosen ACN Equipment with ACN Equipment of a similar quality and price, or terminate the Agreement and obtain the reimbursement of the sums already paid. Such termination shall trigger the automatic termination of the Agreement.
- 16.1.2 ACN Equipment will be at your risk upon delivery to the address provided in the order form but ACN Equipment shall remain the property of ACN until full payment has been made by you in respect of the ACN Equipment. The delivery of a payment authorization is not considered as payment.

16.2 Revocation right for ACN Equipment that has been purchased.

- 16.2.1 When purchasing equipment, you have 7 working days from the day the ACN Equipment is received to exercise the right of revocation without giving reasons and paying penalties. You can exercise this revocation right by writing to ACN's customer service department at the following address: All Communications Network (ACN) Ireland Limited 25-28 North Wall Quay, Dublin 1, and must return the ACN Purchased Equipment in its original packaging within 21 calendar days from the date of the revocation notification. You are obligated to return the ACN Purchased Equipment directly to the destination indicated by ACN. As part of this return procedure you must telephone the ACN Customer Services at 01 2477772 to obtain a returned merchandise authorisation (RMA) for returns free of charge, as set out in Condition 16.3.4.

However, if you (in accordance with 15.2) expressly request activation of the ACN Digital Phone Service prior to the expiration of the 7 working day deadline as further referenced in this Condition 16.2.1, the revocation right for the ACN Equipment cannot be exercised.

- 16.2.2 If ACN does not receive the ACN Equipment within 21 calendars days from the date of the revocation notification, ACN will charge your credit/debit card the full retail price for such equipment as per the current ACN Price List available at www.mycn.eu, before applying any eventual refund. All refunds for purchased ACN Equipment will be paid back to you within 30 days from the date of receipt of the purchased ACN Equipment.

In the event you have returned the ACN Equipment under this Condition 16.2.2, and such equipment is found to be damaged you shall be entitled to a partial refund.

16.3 Warranty of purchased ACN Equipment.

- 16.3.1 This contractual warranty does not affect any legal rights granted under applicable national legislation governing the sale of consumer goods.

ACN warrants that the purchased ACN Equipment will be free from defects in workmanship and materials under normal use ("Defects") for a period of 24 months from the date the ACN Equipment was purchased ("Warranty Period"). During the Warranty Period the ACN Equipment will be repaired or replaced by ACN ("Limited Warranty") without charge for either parts or labour. This Warranty does not cover the Service.

This contractual Warranty does not cover damage caused by normal wear and tear or as a result of the ACN Equipment being opened or repaired by someone not authorized by ACN, and does not cover damage caused by misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions supplied with the ACN Equipment, or neglect. The contractual Warranty does not cover physical damage to the surface of the ACN Equipment and/or any other acts or situations which are beyond ACN's reasonable control.

In order to make a claim under the contractual Warranty of a Defect you must contact ACN's Customer Service department on 01 2477772 to explain the Defect and to obtain a return material form or number if necessary. The ACN Equipment must be returned to ACN as soon as possible following notification of the Defect, along with an explanation of the Defect, to the address provided by ACN. In addition, you must comply with any other return procedures stipulated by ACN as published or explained at the time of the claim.

This Contractual Warranty is not transferable.

- 16.3.2 Notwithstanding the Contractual Warranty provided above, ACN shall guarantee the ACN Equipment against any hidden defects

- 16.3.3 All returns of equipment must be in original packaging and with all its original contents.

- 16.3.4 In order to return any ACN Equipment to ACN, you must obtain a returned merchandise authorisation (RMA) number from ACN by calling ACN Customer Services on 01 2477772 and return the ACN Equipment to the address provided by ACN and as stipulated in Condition 16.3.3. Any purchased ACN Equipment returned to ACN without prior authorization (RMA number) for its return or not in original packaging with all original contents may be refused by ACN.

With reference to Condition 16.2.1 failure to follow these procedures will prevent you from receiving any refund for the ACN Equipment.

With reference to the Condition 16.3 failure to follow these procedures will prevent you from receiving any repair or replacement of the ACN Equipment

- 16.3.5 ACN will provide replacement ACN Equipment only if the ACN Equipment is deemed to be defective and confirmed to be covered under the warranty provided in this Condition. ACN will not cover replacement for damaged, lost, stolen or modified equipment. Any ACN Equipment returned by you that is not covered under warranty may be refused by ACN, and you will be responsible to pay return shipping charges.

- 16.3.6 If any ACN Equipment under warranty is sent back to ACN without a RMA authorisation as specified in Condition 16.3.4, the ACN Equipment will be returned "as is" to you at your own cost.