



Interfusion.

1 Parkway House, Western Parkway Business Park, Ballymount, Dublin 12, Ireland.

CREDIT UNION NETWORK SERVICE ORDER FORM - ROI

CREDIT UNION DETAILS	
Contact Name	
Credit Union Name	
Address	
Contact Telephone Number	
ILCUnet Reference Number	

CHANGE CONTROL NOMINEE(S)	
Authorised Contact 1	
Authorised Contact 2	

ACCESS PRODUCTS			
Name	Qty	Install Cost	Annual Charge
PRIMARY PRODUCTS			
Nethop Business		€-	€ 963
Nethop Business Enhanced		€1,365	€1,712
Nethop Business Enhanced Plus		€1,365	€2,140
Nethop Business SDSL 2Mb		€1,700	€5,992
Nethop Business SDSL 4Mb		€2,200	€9,523
Nethop Home/Sub Office		€1,165	€642
Nethop Mobile		€100	€420
RESILIENT PRODUCTS			
Nethop ISDN Backup		€575	-
Nethop Business Wireless		€1,165	€1,284
Nethop Business Enhanced Wireless		€1,165	€3,745
Nethop Mobile Business		€1,500	€420

OPTIONAL PRODUCTS			
Name	Qty	Install Cost	Annual Charge
MOBILE AUTHENTICATION			
Validsoft		-	€50
OTHER PRODUCTS			

TOTAL COST			
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Note:

- Nethop Mobile and Nethop Mobile Business products include an allowance of 5Gb per month. Data transferred in excess of 5Gb per month will be charged at a rate of €1 per 1Mb.
- Nethop ISDN Backup product will incur an additional cost of €0.25 per minute during usage.
- Validsoft Mobile Authentication product will incur an additional cost of €0.10 per use.
- All prices quoted exclusive of applicable Value Added Tax (VAT).
- Payment by quarterly Direct Debit.
- All services subject to minimum one year term and attached Terms and Conditions.

☐ Please tick here if you do not wish your Credit Union name added to the ILCU publicised list of Credit Unions who have connected to ILCUnet.

AUTHORISATION TO INSTALL

I authorise Interfusion Networks Ltd to activate the above services on my behalf.

Signed on behalf of the Credit Union: _____

Print Name: _____

Date: _____

ILCUNET CREDIT UNION TERMS & CONDITIONS

1. INTERPRETATION

1.1 Definitions

In these Terms and Conditions unless the context requires otherwise:

"Agreement" means these Terms and Conditions and the Application Form;

"Application Form" means an application form in respect of the Services which has been executed on behalf of the Credit Union and in which the Credit Union has selected the Chosen Services;

"Charges" means the charges described in the Credit Union Service Handbook, which shall be subject to review in accordance with the price review and benchmarking provisions of the ILCUnet Agreement provided that such review shall not result in an increase in any of the charges;

"Credit Union" means a credit union which has submitted an executed Application Form to Interfusion;

"Credit Union Service Handbook" means the Credit Union Service Handbook as updated and amended from time to time pursuant to the ILCUnet Agreement;

"Credit Union Services" means those services set out in the Credit Union Service Handbook which are available to the Credit Union via the ILCUnet Network;

"Chosen Services" means the Credit Union Services which have been selected by the Credit Union in the Application Form, as amended from time to time in accordance with the Credit Union Service Handbook;

"Defects Liability Period" means the term of this Agreement or the Equipment manufacturer's warranty period, whichever is the longer;

"Equipment" means the equipment set out in the Credit Union Service Handbook to be supplied by Interfusion to the Credit Union pursuant to the terms of this Agreement;

"ILCU" means the Irish League of Credit Unions;

"ILCUnet Agreement" means the agreement made between Interfusion and ILCU dated 9 October 2009 under which Interfusion agreed, inter alia, to make certain services available via the ILCUnet Network to Credit Unions who are affiliated to the ILCU;

"ILCUnet Network" means the collection of routers, switches, remote access devices together with security and other necessary ancillary devices owned by ILCU which uses Interfusion's core network to provide the correct routing, management and monitoring of ILCU IP traffic;

"Implementation Services" means the supply, integration, installation and commissioning of the Equipment at the Site(s) in order to provide the Credit Union with access to the ILCUnet Network;

"Intellectual Property Rights" means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semiconductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off;

"Interfusion" means Interfusion Networks Limited;

"Service Credits" means the service credits set out in the Credit Union Service Handbook;

"Service Levels" means the service levels set out in the Credit Union Service Handbook;

"Services" means the Implementation Services and the Chosen Services;

"Site" means a Credit Union premises to which the Services shall be provided in accordance with this Agreement.

1.2 Further definitions

- (a) The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa and words importing persons shall include firms or companies.
 - (b) Unless otherwise provided in this Agreement any reference to a section, clause, paragraph or sub-paragraph shall be a reference to a section, clause, paragraph or sub-paragraph (as the case may be) of this Agreement and any reference in a clause or paragraph shall be a reference to the clause or paragraph in which the reference is contained unless it appears from the context that a reference to some other provision is intended.
 - (c) A reference to a person (including a party to this Agreement) includes a reference to that person's legal personal representatives, successors and permitted assigns
- 1.3 Headings and captions
- The section headings and captions to the clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement.
- 2. SUPPLY OF SERVICES & EQUIPMENT**
- 2.1 In consideration of the payment by the Credit Union of the Charges in accordance with clause 3, Interfusion agrees to provide the Services to the Credit Union in accordance with the Service Levels, the Credit Union Service Handbook, the terms and conditions of this Agreement and applicable law.
- 2.2 Where Interfusion fails to provide the Services in accordance with the Service Levels then, without prejudice to any other rights or remedies to which the Credit Union may be entitled, the Service Credits shall apply in accordance with the Credit Union Service Handbook.
- 2.3 Title and ownership to the Equipment shall be transferred to the Credit Union upon payment by the Credit Union of all monies due to Interfusion for that Equipment.
- 2.4 Notwithstanding the transfer of title and ownership to the Equipment the risk in, and responsibility for care and custody of, the Equipment shall remain with Interfusion until the installation of the Equipment at the Site in accordance with the terms of this Agreement whereupon it shall pass to the Credit Union.
- 2.5 Interfusion shall take all reasonable care to ensure that, in performing the Services, it does not disrupt the operations of or, save as may be reasonably unavoidable, inconvenience the Credit Union, its employees, agents or any other contractor or other person on the Site(s).
- 2.6 While on the Site(s) Interfusion and its sub-contractors and agents shall comply with all internal policies which are notified to Interfusion from time to time in writing and which ordinarily apply to Credit Union employees, sub-contractors and agents including, without limitation, policies relating to health and safety, IT security, data privacy and the acceptable use of e-mail, intranet and internet.
- 2.7 For the avoidance of doubt, save in respect of Interfusion's agents and sub-contractors, Interfusion shall not be responsible for any acts or omissions of any third party who is granted access to the ILCUnet Network pursuant to a written authorisation issued by the Credit Union in accordance with the Credit Union Service Handbook and the granting of access to such a third party shall not constitute a representation, warranty or undertaking by Interfusion in respect of such a third party to the Credit Union.
- 3. CHARGES**
- 3.1 The Charges shall be paid by the Credit Union in accordance with the payment terms set out in the Credit Union Service Handbook.
- 4. WARRANTIES AND REPRESENTATIONS**
- 4.1 Interfusion shall ensure that the Services shall be provided by appropriately experienced, qualified and trained personnel and shall be rendered with all due skill, care and diligence.
- 4.2 Interfusion acknowledges that it has recommended the Equipment to the Credit Union and shall ensure that:

- (a) the ILCUnet Network will operate on and be fully compatible with the Equipment;
 - (b) the Equipment shall be fit for purpose;
 - (c) the Equipment shall be of merchantable quality; and
 - (d) the Equipment shall be manufactured with materials of a suitable quality.
- 4.3 Each party warrants and represents to the other party that:
 - (a) it has full power and authority to execute and deliver this Agreement and to comply with the provisions of, and perform all its obligations and exercise all of its rights under, this Agreement; and
 - (b) it shall perform its obligations and exercise its rights under this Agreement in accordance with applicable laws.
- 4.4 Except as expressly set forth in this Agreement, all warranties, conditions, representations, statement, terms and provisions express or implied by statute, common law or otherwise are excluded to the greatest extent permitted by law.
- 5. **DEFECTS LIABILITY PERIOD**
 - 5.1 Without prejudice to either party's rights or obligations under this Agreement, if, during the Defects Liability Period, any defect should appear in the ILCUnet Network which is caused by or arises out of a failure by Interfusion to comply with its obligations under this Agreement, Interfusion shall, upon being notified by the Credit Union, promptly and at the cost and risk of Interfusion, repair, replace or otherwise make good such defect as well as any damage caused by such defect. Interfusion shall provide the Credit Union with as much prior notice of the proposed time and method of remedying the defects as the circumstances reasonably permit. Interfusion shall use all reasonable endeavours to comply with any reasonable directions of the Credit Union in relation to its proposed time and method of completion of remedying the defects and shall remedy such defects in accordance with its obligations under this Agreement.
 - 5.2 When, in the reasonable opinion of the Credit Union, any defects the Credit Union may have required to be made good shall have been made good, the Credit Union shall issue notice in writing that such defects have been made good and completion of making good the defect shall be deemed for the purposes of this Agreement to have taken place on the day named in such notice.
 - 5.3 If due to the fault of Interfusion, any defect is not remedied within a reasonable period after the Credit Union has notified Interfusion in writing of the defect, without prejudice to any other right or remedy which the Credit Union may have under this Agreement, Interfusion shall refund to the Credit Union the Charges paid in respect of the affected Service(s).
 - 5.4 To the extent that Interfusion has received the benefit of any warranties from any sub-contractor or vendor of any Equipment which extends beyond the Defects Liability Period, Interfusion shall, and to the extent that Interfusion is legally able to do so, assign the benefit of all such warranties to the Credit Union.
 - 5.5 Notwithstanding the expiry of the Defects Liability Period, Interfusion shall remain liable for the making good of any defect notified to Interfusion prior to the Defects Liability Period expiring which is caused by or arises out of a failure by Interfusion to comply with its obligations under the Agreement.
 - 5.6 The Credit Union's remedies under this clause 5 shall be without prejudice to any other rights and remedies of the Credit Union under this Agreement, at law or otherwise.
- 6. **LIMITATION OF LIABILITY**
 - 6.1 To the extent that any breach or defect is remedied by the Service Credits, Interfusion shall have no further liability to the Credit Union in respect of such breach or defect.
 - 6.2 Save in respect of death or personal injury caused by the negligence of either party, each party's liability for any claim whether in contract, tort (including

negligence) or otherwise, for any loss or damage, arising out of or in connection with this Agreement or otherwise shall in no case exceed:

- (a) five hundred thousand euro (€500,000) for any one claim in respect of direct damage caused to the tangible property of the other party; and
- (b) for any other claim, whether in contract, tort (including negligence) or otherwise, the amount paid or payable by the Credit Union to Interfusion during the 12 (twelve) month period immediately preceding the occurrence of the matter giving rise to such claim.

6.3 In no event shall either party be liable for special, incidental, indirect or consequential damages including damages or costs incurred as a result of loss of time, loss of savings, loss of data or loss of profits.

7. CREDIT UNION'S OBLIGATIONS AND RESPONSIBILITIES

7.1 The Credit Union shall provide Interfusion with all necessary information, support and co-operation (including ensuring that employees and independent contractors of the Credit Union co-operate fully with Interfusion) that may reasonably be required to enable Interfusion to carry out its obligations under this Agreement.

7.2 The Credit Union shall provide appropriate access on reasonable notice to the Credit Union's Site(s) and systems to enable Interfusion to carry out the Services.

7.3 The Credit Union shall not use, alter or move or otherwise interfere with any Equipment used in connection with the Services in a way that materially adversely interferes with or affects in any way the ILCUnet Network and/or the Services.

7.4 The Credit Union is solely responsible for the content of communications transmitted by employees or agents of the Credit Union using the ILCUnet Network and the Credit Union shall indemnify Interfusion, its officers, employees, affiliated and subsidiary companies, their agents and

sub-contractors from and against all damages, costs, charges and expenses incurred by Interfusion by reason of any claim made by any third party in connection with the content of such communications.

8. INTELLECTUAL PROPERTY

8.1 Subject to the terms of this Agreement, Interfusion grants to the Credit Union a non-exclusive, non-transferable licence to use the Intellectual Property Rights of Interfusion which are required for the proper use, maintenance and functioning of the Services.

8.2 Interfusion shall indemnify the Credit Union against all damages, costs, charges and expenses incurred by the Credit Union by reason of any infringement or alleged infringement of any third party Intellectual Property Rights in consequence of the authorised use of the Services, subject to the following:-

- (a) the Credit Union shall promptly notify Interfusion in writing of any alleged infringement of which it has notice;
- (b) the Credit Union must make no admissions without Interfusion's prior written consent;
- (c) the Credit Union, at Interfusion's request and expense, shall allow Interfusion to conduct any negotiations or litigation and/or settle any claim. The Credit Union shall give Interfusion all reasonable assistance. The costs incurred or recovered in such negotiations or settled claim shall be for Interfusion's account.

8.3 If at any time an allegation of infringement of Intellectual Property Rights is made in respect of the Services or, if in Interfusion's reasonable opinion such an allegation is likely to be made, Interfusion may at its own expense modify or replace the Services so as to avoid the infringement, without detracting from overall performance, Interfusion making good to the Credit Union any loss of use during modification or replacement.

9. TERM AND TERMINATION

- 9.1 This Agreement shall commence on the date set out in the Application Form and, subject to the provisions of this clause 9, continue in force for an initial term of one (1) year (the "**Initial Term**"). After the Initial Term this Agreement shall continue in force until it is terminated upon three (3) months' prior written notice by either party or otherwise in accordance with this clause 9.
- 9.2 This Agreement shall terminate automatically upon termination or expiration of the ILCUnet Agreement.
- 9.3 This Agreement may be terminated forthwith by either party on written notice if the other party is in material breach of the terms of the Agreement and, in the event of a breach capable of being remedied, fails to remedy the breach within thirty (30) days of receipt of notice in writing of such breach.
- 9.4 Either party may terminate this Agreement forthwith on written notice if a receiver, examiner or administrator is appointed of the whole or any part of the other party's assets or the other party is struck off the Register of Companies in the jurisdiction where it was incorporated or an order is made or a resolution passed for winding up the other party (unless such order or resolution is part of a voluntary scheme for the reconstruction or amalgamation of the party as a solvent corporation and the resulting corporation, if a different legal person, undertakes to be bound by this Agreement).
- 9.5 Termination of this Agreement shall not prejudice any rights of either party which may have arisen on or before the date of termination.

10. CONFIDENTIALITY

- 10.1 Interfusion and the Credit Union shall keep confidential any information relating to the business, affairs, plans or products of the other party designated as "**confidential**" or which ought reasonably to be regarded as confidential which is obtained under or in connection with this Agreement and shall not divulge the same to any third party without the prior written consent of the other party.

- 10.2 The provisions of this clause shall not apply to:

- (a) any information in the public domain otherwise than by breach of this Agreement;
- (b) information in the possession of the receiving party before disclosure as aforesaid;
- (c) information obtained from a third party who is free to divulge the same; or
- (d) information which is properly disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulatory authority.

- 10.3 The obligations of both parties as to disclosure and confidentiality shall continue in force notwithstanding the termination of this Agreement.

11. DATA PROTECTION

- 11.1 To the extent that the performance by Interfusion of its obligations under this Agreement involves the processing of personal data, as defined in the Data Protection Acts 1988 & 2003 (the "**DPA**"), on behalf of the Credit Union, Interfusion agrees:

- (a) to process the data solely in accordance with the instructions of the Credit Union;
- (b) to implement and maintain such technical and organisational security measures as may be required to comply with the data security obligations in the DPA; and
- (c) that the Credit Union (or its authorised representative(s)) shall be entitled, at reasonable times and on reasonable notice, to audit the technical and organisational security measures adopted by Interfusion to ensure that such measures comply with the data security obligations in the DPA.

12. **FORCE MAJEURE**

- 12.1 If and to the extent that either party (the "**Affected Party**") is hindered or prevented by circumstances not within its reasonable ability to control, including, but not limited to, acts of God, inclement weather, flood, lightning, fire, trade disputes, strikes, lockouts, acts or omissions of Governments or other competent authority, acts of terrorism, war, military operations, acts or omissions of third parties for whom the Affected Party is not responsible ("**Force Majeure**") from performing any of its obligations under this Agreement, the Affected Party shall be relieved of liability for failure to perform such obligations.
- 12.2 The Affected Party shall promptly notify the other party (the "**Other Party**") of the estimated extent and duration of such inability to perform its obligations (the "**Force Majeure Notification**").
- 12.3 Upon the cessation of the event of Force Majeure the Affected Party shall notify the Other Party of such cessation.
- 12.4 If, as a result of Force Majeure, the performance by the Affected Party of its obligations under this Agreement is only partially affected, the Affected Party shall subject to the provisions of clause 12.5 nevertheless remain liable for the performance of those obligations not affected by Force Majeure.
- 12.5 In the case a Force Majeure notification then:-
- (a) any obligation outstanding shall be fulfilled by the Affected Party as soon as reasonably possible after the Force Majeure event has ended, save to the extent that such fulfilment is no longer possible or is not required by the Other Party;
 - (b) if the Force Majeure lasts for more than sixty days from the date of the Force Majeure notification and notice of cessation has not been given pursuant to clause 12.3 and such Force Majeure prevents the Affected Party from performing its obligations in whole or to a material extent during that period, the Other Party shall be entitled (but not obliged) to terminate this Agreement by

giving not less than fourteen (14) days written notice to the Affected Party after expiry of the said sixty (60) day period PROVIDED THAT such notice shall be deemed not to have been given in the event that notice of cessation of the Force Majeure given pursuant to clause 12.3 is received by the Other Party prior to the expiry of the fourteen (14) days' notice. If this Agreement is not terminated in accordance with the provisions of this sub-clause 12.5(b) then any obligations outstanding shall be fulfilled by the Affected Party as soon as reasonably possible after the Force Majeure event has ended, save to the extent that such fulfilment is no longer possible or is not required by the Other Party.

13. **WAIVER**

No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.

14. **NOTICES**

Any notice served under this Agreement shall be sufficiently served if sent by post or fax to the usual or last known place of business of the addressee and proof of despatch in the case of a letter, and receipt of a successful transmission report in the case of a facsimile transmission, shall be conclusive evidence of receipt by the addressee in due course of transmission.

15. **NO PARTNERSHIP, AGENCY ETC.**

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.

16. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to its subject matter, supersedes all previous agreements and understandings between the parties with respect to its subject matter, and may

not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

17. ASSIGNMENT AND SUB-CONTRACTING

17.1 Subject to clause 17.2 neither party shall be entitled to assign any of its rights and/or obligations under this Agreement without the prior written consent of the other party.

17.2 Interfusion shall be entitled to sub-contract any of its rights and/or obligations under this Agreement to a sub-contractor who has been approved by ILCU pursuant to the ILCUnet Agreement provided that Interfusion shall be responsible for the acts or defaults of any of its sub-contractors, including their agents or employees, as if they were the acts or defaults of Interfusion.

18. SEVERABILITY

In the event that any provision of this Agreement shall be determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further and the validity and enforceability of any of the other provisions of this Agreement shall not be affected.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Ireland and each of the parties submit to the jurisdiction of the Irish Courts for the resolution of disputes hereunder.