

Terms and Conditions of Service

This document governs the terms under which Blueface shall provide services to its customers and as such may place binding obligations on both parties. Customers are advised to read in full and to seek independent legal advice where considered.

1. DEFINITIONS

AGREEMENT

Shall have the meaning ascribed to it in Section 2 hereof.

COMREG

Means the Commission for Communications Regulation, who is the general communications regulator for Ireland.

EQUIPMENT

Means any apparatus or device which is used for, or in the course of, connection to and use of the Services under this Agreement.

NETWORK

Means the telecommunications systems run by us or any associated company from time to time for the provision of Services.

NETWORK OPERATOR

Means a licensed person or company who manages, controls or provides a Network used by Blueface.

NUMBER

Means the geographic, non-geographic, mobile or extension number allocated to you by Blueface, or used by the Customer to obtain Services from any other Service Provider.

PROMOTION

Means the publicisation of a Service or Equipment to increase sales or customer awareness.

ROAMING

Shall have the meaning ascribed to it in Section 8.7 hereof.

SERVICES

Means the landline and mobile telephone services and any and all other services provided to the Customer by Blueface under this Agreement.

SERVICE PROVIDER

Means any company or organisation which is engaged in offering or providing telecommunications or other services to customers. Specifically in this document, Service Provider may mean Blueface or another telecommunications company.

SPECIAL OFFER

Means an occasional offer for Services or Equipment for a limited time at a reduced or otherwise unusual price.

2. AGREEMENT

These Terms and Conditions of Service, together with any additional agreement, contract or Activation Form between the Customer and Blueface, the terms and conditions of any applicable Price Plan, Promotion or service option and any other terms expressly stated to form part of this Terms & Conditions of Service Document, constitute a legally binding agreement (the "Agreement") between Blue Face Ltd (herein referred to as "Blueface") and the user of Blueface's communications services and any related products or services ("the Customer"). This agreement governs both Blueface's service and any Blueface-approved or Blueface-provided devices used with Blueface's service. It applies to each number and/or subscription to a service on each Blueface account. Blue Face Ltd is sometimes referred to as "we/us/our/Blueface and the Customer is sometimes referred to as "you/your/user or Customer".

By subscribing to an agreement for the provision of services by Blueface, Customer confirms that he/she/they accept these Terms and Conditions of Service in full.

2.1

Where any changes are made to the terms of Customer's Agreement with Blueface, the Services or the way in which same are provided the Customer, Customer shall receive advance notice of such change and upon receipt of same shall have 30 days during which they may contact Blueface to terminate their account without penalty. After the expiry of the 30-day notice period, Customer shall be deemed to have accepted the changes and the full terms of any new Service, or any document or set-up provided in respect of such a change.

3. COMMENCEMENT, DURATION, ASSIGNMENT AND TERMINATION

3.1

The Agreement for the provision of services by Blueface to Customer, as regulated by the Terms and Conditions contained herein (henceforth known as 'the Agreement' or 'this Agreement') is effective from the date of acceptance by Customer of the Terms and Conditions of Service contained in this document; and shall continue in full force and effect until properly terminated by Customer or by Blueface.

3.2

Provision of Blueface Services shall, unless stated otherwise by Blueface, be subject to a standard Minimum Contract Duration (Minimum Period) of 12 months from the date of commencement for Landline Services and 1 month from the date of commencement for Mobile Services.

3.3

Customer may not terminate this Agreement during the Minimum Period specified by Blueface. If the Agreement is terminated by Customer during the Minimum Period, Customer is liable to a termination charge calculated as the sum of the monthly Charges which would otherwise be payable from the date of such termination by Customer until the end of the Minimum Period.

3.3.1 Prior to the expiry of the Minimum Period, Customer shall be notified at least 30 days in advance of their upcoming renewal date. Customer's contract shall then renew automatically in a 12-month block unless Blueface is advised otherwise by Customer prior to the renewal date.

3.3.2 Customer shall have a 30-day cooling-off period after each renewal during which time they shall have the option to terminate the contract.

3.4

Prior to the expiry of the then-current contract term, either party may terminate this Agreement on the giving of a minimum of thirty (30) days written notice to the other. This is subject to the provisions of Section 9 hereof.

3.5

We may terminate Prepay or Pay-As-You-Go Services if Customer fails to top up the Service by a minimum of €1.00 of purchased call credit at least once every 365 days. Upon expiry of such a 365 day period Blueface may (but is not obliged to) notify Customer of a date on which their service will be terminated unless a top up is processed. Customer will lose any call credit remaining on Customer's account at the time the Services are terminated. Customer will also lose the right to use the Number used by Customer as a Blueface Prepay Customer.

3.6

This Agreement is personal to Customer. Customer may not assign this Agreement without the prior written consent of Blueface.

3.7

Blueface may assign or transfer its rights and obligations, or create security over this Agreement to any third party who undertakes to continue complying with the obligations of Blueface under the Agreement, provided that Customer's rights under the agreement or any responsibilities of Blueface to Customer shall not be affected.

3.8

This agreement and any or all terms of Customer's agreement(s) with Blueface will continue for their intended duration notwithstanding an assignment to a third party or a change of control in Blueface, defined as where 50% or more of the voting rights or beneficial ownership in Blueface are transferred to a third party.

3.9

Blueface may:

3.9.1 Change or withdraw some, or part, of the Services from time to time, upon giving reasonable notice to Customer. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content;

3.9.2 Determine or change the way Services are presented and delivered to the Equipment or are otherwise made available to Customer.

3.9.3 Blueface shall offer replacement Services which do not materially alter the Services provided to the Customer or the Customer shall be entitled to terminate their account without penalty, in accordance with the provisions of Section 2.1 hereof.

3.10

Blueface's primary contact method with customers is by email. All customers are required to provide Blueface with their most up to date contact information including a valid email address.

3.10.1 Customer warrants that any contact information provided to Blueface is accurate in all material respects and is sufficient for us to fulfill the order; and that Customer has the legal capacity to enter into a contract. Customer is responsible for maintaining and promptly updating account information as necessary to ensure accuracy and completeness. The personal data that Customer provides when subscribing to the service shall be true, accurate and complete. Customer agrees to inform Blueface of any changes to Customer' registration details immediately by email to accounts@blueface.com.

3.10.2 An up-to-date address is required for landline customers as this is required by the Emergency Services for location purposes.

4. SERVICE

4.1

Customer accounts, set-up either via www.blueface.com or another Blueface website, by phone or otherwise, shall be activated once the initial payment has cleared, Terms & Conditions of Service have been accepted and all relevant customer details have been provided. Services shall not be available until the Customer Activation form is returned.

4.2

Landline Services:

4.2.1 Blueface shall attempt to make Services available to Customer at all times. However, IP telephone services such as Blueface Landline Services are dependent on the quality of the customer's broadband Internet connection. Therefore, the quality of the Landline voice services cannot be guaranteed in the event of power outages or other unforeseen circumstances beyond the control of Blueface.

4.2.2 Where quality of service issues are identified in respect of a Blueface Landline, Blueface will work with Customer and with Customer's ISP to locate the problem and remedy the service issue where possible.

4.2.3 Blueface shall not provide compensation for any loss of service howsoever caused. In no event will Blueface be liable to Customer for any consequential or indirect losses, including but not limited to loss of revenue, profits, contracts or anticipated savings or wasted expense, or any financial loss or loss of data or liability to third parties for damage, or any general loss on account of the loss of use of the Services.

4.2.4 Blueface cannot guarantee the security of devices used for VoIP that are placed on the public Internet by customers. Customers are advised to put adequate security and firewall protection in place. Blueface will not accept responsibility for these devices or consequences that arise from their utilisation. Customer will be liable for any and all charges for calls or usage made from or by a device to their account or on their network.

4.2.5 Blueface does not warrant that the service will meet the customer's requirements or that the operation of the service will be uninterrupted or error-free.

4.2.6 Due to the nature of VoIP Services it shall not always be possible to accurately determine the exact location of a caller. Callers using Blueface Landline Services for emergency calls will need to inform the operator of their physical location. Emergency calls to 112, 911 and 999 will be directed to the emergency services but no guarantee is made about the reliability of same and **customer should be especially aware that power outages which render computer equipment and internet connectivity non-functional shall prevent the use of the Blueface service for emergency calls. Blueface shall not be liable for any delay or failure to provide service, including 999, 911 or 112 dialling, at any time, or any interruption or degradation of voice quality caused by: third-party omission, equipment failure, equipment modification, force majeure, equipment shortage, loss of power or third party faults.**

4.2.7 In respect of Landline Services, VoIP telephone calls are carried in the public domain via Internet connectivity and therefore security of these calls is not guaranteed in the absence of further security measures as advised by Blueface. Blueface shall endeavour to use appropriate security measures but accepts no liability with respect to call confidentiality. Blueface shall act within the provisions of Data Protection Legislation in respect of Customer's information.

4.3

Mobile Services

4.3.1 For the purposes of Blueface Mobile Services, Blueface shall use reasonable efforts once Customer has received the Blueface SIM Card to connect and activate the Blueface SIM Card within one Business Day, or as soon as practicable thereafter and to make Services available to Customer

4.3.2 Blueface shall attempt to make Services available to Customer at all times. However, Mobile Services are available only within Blueface's coverage area. Within this, there may be areas where Customer will not have access to all or certain Services or where coverage is otherwise limited or unavailable.

4.3.3 Certain features / services are dependent on Customer being located within the Network Operator's 3G network and may be unavailable, if Customer travels, or is located, outside of such network. In addition, both quality and availability of the Services are affected by factors which could cause radio interference, such as physical obstructions, atmospheric conditions, technical faults in the Network including in other telecommunications networks through which the Services may be relayed or other matters beyond Blueface's control.

4.3.4 Customer should note that Blueface does not provide for SMS messages to be sent by Customers to Premium Rate SMS numbers from any Blueface service.

4.4

Blueface may issue reasonable instructions concerning the use of the Service including concerning self-installation of the Service and details as to minimum system requirements.

4.5

Voice mail is a Value-Added Service provided to Customer by Blueface under the following terms.

4.5.1 Voice mails shall be accessible to Customer on their phone by dialling 171 and following the prompts, online through Customer's online account and by email where customer has arranged same with Blueface.

4.5.2 Voice mails shall be stored for a maximum of 3 months after which they shall be deleted permanently. Customer is advised to store their voice mails in email form where they need them for longer than this 3 month period.

4.5.3 To activate mobile voice mail, customer should contact Blueface Customer Support at info@blueface.com or on **01-5242000**. Where Customer has not done so, they will not be able to access voice mails left in their inbox.

4.6

Customer will be able to upload and send their own content using the Services. Customer hereby grants Blueface and Blueface's Network Provider(s) a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content uploaded using the Services.

4.7

Voice calls' applies to voice calls made within the Republic of Ireland to other standard Republic of Ireland Mobiles and Landlines.

4.7.1 'Voice calls' also applies to video calls made to other Blueface Users within the Republic of Ireland. 'Texts' apply to SMS Messages sent within Republic of Ireland to Republic of Ireland mobile numbers only.

4.7.2 Calls to premium rate numbers (including but not limited to 15XX prefixed numbers) and other 'special numbers' such as directory enquiries and non-geographic numbers (including but not limited to 18XX prefixed numbers - see the Price Guide for details) are excluded from Customer's monthly allowance, bundle or call plan.

4.7.3 Data usage relates to usage within the H3G Ireland ("3") Network's 3G coverage area in the Republic of Ireland only.

4.8

From time to time, it may be necessary for Blueface to temporarily suspend the Services during repairs, essential maintenance or alteration or improvement to Blueface's telecommunications network or otherwise. Where possible, Blueface will give the customer notice prior to such suspension of the service and Blueface will restore the service as soon as possible.

4.9

The service is provided solely for the customer's own use. Customer shall not resell the service or any part of the service to any third party.

4.10

Blueface may monitor the use of Services for violations of this Agreement. We may remove or block all communications if we suspect there has been or shall be a violation of the Agreement, or where we consider it necessary to protect Service or Blueface, its affiliates, directors, agents, employees or customers from harm.

5. EQUIPMENT AND THE NUMBER

5.1

Customer shall not own the Number allocated to him/her.

5.1.1 Numbers shall be de-allocated from a Customer's account where there is cancellation or lapse of the account.

5.1.2 Irish geographic numbers allocated to a customer which are subsequently de-allocated upon cancellation or lapse of Customer's account, shall be quarantined for 13 months during which time they shall be available for Customer should he or she decide to reopen their account. Upon expiration of the 13 month quarantine period, these numbers shall be removed permanently and shall be unavailable for recovery by the Customer.

5.1.3 International geographic numbers, including but not limited to UK geographic numbers, allocated to a customer which are subsequently de-allocated upon cancellation or lapse of Customer's account, shall be quarantined for 1 month during which time they shall be available for Customer should he or she decide to reopen their account. Upon expiration of the 1 month quarantine period, these numbers shall be removed permanently and shall be unavailable for recovery by the Customer.

5.2

In respect of Blueface Landline services, Customers who purchase hardware directly from Blueface shall have it delivered as per current delivery lead times. Delivery of hardware shall not be triggered until payment has cleared and account has been activated.

5.2.1 Blueface does not offer support of any hardware other than approved devices purchased from Blueface.

5.2.2 Blueface cannot guarantee the security of devices used for VoIP that are placed on the public Internet by customers. Customers are strongly advised to put adequate security and firewall protection in place.

5.3

In respect of Blueface Mobile Services, the Blueface SIM Card shall remain the property of Blueface at all times. Customer has limited licence to use the SIM to access Services, in accordance with the terms of this Agreement. Blueface may recall SIM(s) at any time for upgrades, modifications, misuse or when Customer's agreement ends.

5.3.1 Customer may only use the SIM to obtain Services from Blueface and it shall be the responsibility of the Customer to make sure a SIM supplied by Blueface is used only to access Services as permitted in this agreement. Customer shall ensure that all instructions issued by Blueface are followed correctly and Blueface shall have no liability arising from Customer's failure to follow such instructions.

5.3.2 Each SIM may only be used in an unlocked 3G compatible mobile handset, which is enabled for Services and is authorised by Blueface for Connection to the Network. Customer should in this respect have regard to the provisions of Section 7.4 hereof.

5.4

Blueface does not guarantee that hardware, other than that purchased from Blueface, will work with Blueface services. Blueface does not encourage Customer to connect any equipment to the Services which has not been supplied or expressly approved by Blueface. Blueface shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by Customer, for use in connection with the Services. Any such equipment must be compatible with the Services, must not cause damage or loss to the Services or the Network and must be used in accordance with relevant instructions, safety and security procedures.

6. CUSTOMER OBLIGATIONS

6.1

Customers must be over the age of 18 to sign up for Services under the terms of this Agreement and must be able to produce evidence of such if and where requested.

6.2

Customer must be resident in the Republic of Ireland at the time of completing the Application and must be able to produce evidence of such if and where requested.

6.3

Customer agrees:

6.3.1 To use the services only in accordance with the terms of this agreement; and

6.3.2 To not resell or directly commercially exploit any of the Services or content; and

6.3.3 To not use the Blueface Equipment for any illegal, improper or immoral purpose or in any illegal, improper or immoral manner. Specifically Customer shall agree to not operate a SIM in a gateway device, dialler or any similar apparatus that enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call.

6.3.3.1 Where Blueface reasonably suspects that a Customer is in breach of Section.

6.3.3 Blueface shall be entitled to disconnect affected Equipment and take such measures as it sees necessary in the recuperation of any losses.

6.3.4 To take all measures necessary to maintain the confidentiality of all user details assigned to enable Customer to use the Services or access the Network and to secure the SIP account, SIM, PIN and Passwords; and

6.3.5 To provide all information, as may be reasonably required by Blueface, to enable us to deliver the Services to Customer and/or in relation to the investigation of any alleged offences relating to the use or provision of the Services; and

6.3.6 To comply with the reasonable requests and directions of Blueface concerning the use and security of the Services and Customer's account; and

6.3.7 To promptly notify Blueface by email to accounts@blueface.com of any change of name, address or other contact details from those provided in Customer's Application; and

6.3.8 To inform Blueface immediately if Customer's Equipment (including but not limited to Customer's Blueface SIM Card) is lost or stolen or Customer's Blueface Mobile SIM Card is damaged. Customer will remain liable for all Charges incurred until Customer does so; and

6.3.9 To ensure that all persons having access to the Services or the Equipment comply with this Agreement. Customer is responsible for the acts and omissions of employees and agents and any other person authorised or allowed to use the Services or the Equipment and Customer is liable for any failure by such person to comply with these terms and conditions; and

6.3.10 To indemnify and hold Blueface harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings howsoever arising from or in connection with use of the Service, the Network or the Equipment.

6.4

Customer shall not use (or allow others to use) the Services, the Network or the phone number for any illegal or improper purposes including but not limited to:

6.4.1 Any indecent, immoral, fraudulent, criminal or otherwise unlawful activity;

6.4.2 Any behaviour causing nuisance, injury, offence, or annoyance to any person or for the transmission of material which is, may be or is intended to be defamatory, offensive, abusive, obscene, indecent or menacing;

6.4.3 Any activity which breaches any security or other safeguards or in any other way which harms or interferes with the Blueface network, the networks or systems of others or the Services;

6.4.4 In a manner which may impinge in any way upon another customer's ability to use or access the Services or which may damage or put at risk the Network or the Equipment or which, in Blueface's absolute discretion makes excessive or unusual demand on the Service or Network;

6.4.5 In any way which breaches or infringes upon another person's rights, including but not limited to copyright or intellectual property rights of any person; In a manner which does not comply with any relevant legislation or licence or with any instructions or direction given by us from time to time;

6.4.6 In any way which infringes the proprietary rights in any software;

6.4.7 In any manner otherwise contrary to this Agreement as determined by Blueface.

6.5

Customer shall not:

6.5.1 Copy, store, modify, publish or distribute Services or content except with the express written permission of Blueface; or

6.5.2 Falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in an uploaded file; or

6.5.3 Obtain, use or provide to others any directory or other details about Blueface Customers.

6.6

Blueface may from time to time and in accordance with the provisions of Section 2.1 hereof, publish and update its Acceptable Use Policy (AUP), which provides more detail about the rules for use of certain Services in order to ensure that use of Services is not excessive, to combat fraud and where Services Blueface may introduce require certain rules to ensure they can be enjoyed by Blueface's customers.

6.6.1 Monthly Acceptable Usage guidelines per User with regards to Mobile and Landline packages shall be as follows:

6.6.1.1 Unlimited UK & Ireland Business Plan (Mobile):

- 5,000 call minutes to UK and Ireland Mobiles and Landlines
- 1,000 SMS texts (including incoming and outgoing SMS)
- 2.5GB data per user, per month.

6.6.1.2 Unlimited Ireland Business Plan (Mobile):

- 5,000 call minutes to Ireland Mobiles and Landlines
- 1,000 SMS texts (including incoming and outgoing SMS)
- 2.5GB data per user, per month.

6.6.1.3 All Landline Business Plans:

- 4,000 minutes per month to UK and Ireland Landlines.

6.6.2 Exceeding the Acceptable Usage Limits may result in charges being incurred for Services. All usage outside of or exceeding the limits of a Call Plan shall be charged at Pay As You Go (PAYG) rates and Blueface recommends that all customers purchase PAYG credit to cover such Services.

6.7

While using any Messaging Services provided by Blueface, including, but not limited to, SMS and online SMS, Customer must not send or upload:

6.7.1 Any material of any nature which is protected by copyright, except where Customer has permission;

6.7.2 Unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or

6.7.3 Any material that may reasonably be considered obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.

6.8

Where Customer uses Services while located in a country outside of the Republic of Ireland, use of the Services may be subject to laws and regulations that apply in that other country. Blueface shall not be liable for Customer's failure to comply with any laws or regulations governing the use of Services whether in Ireland or in another country.

6.9

Blueface reserves the right to notify any relevant agencies or authorities where the Customer is in breach of any of the obligations contained in this Section 6 or otherwise.

7. PAYMENTS AND CHARGES

7.1

Customer will receive all Invoices, notices and receipts of payment by email. Invoices and receipts of payment shall also be available for the customer to view on their online account at www.blueface.com.

7.2

All recurring monthly charges must be paid in advance either by Credit Card/Debit Card or by Direct Debit.

7.2.1 All customers must provide Credit Card/Debit Card details upon setting up their account for security purposes and which may be utilised for automatic top-up payments. This is a security measure and Customer's card shall not be charged without their authorisation.

7.2.2 Customers wishing to pay by Direct Debit must provide a completed and signed Direct Debit form before full service can be provided. These customers will also be required to make an initial payment equal to at least one month of their selected call plan. This is a deposit that is used to maintain Services to the customer in the event that the account falls into arrears. Deposit is fully refundable upon termination of the contract.

7.3

Customer must pay for all charges incurred through Customer's Blueface account whether or not incurred by Customer personally.

7.3.1 Blueface will make every effort to ensure that all messages are delivered, however Customer will also be liable for all charges in respect of any SMS or other messages that are not delivered.

7.3.2 Services may be available on the basis of different Price Plans and/or Packages with different rates of charges. Blueface may vary the charges at any time at Blueface's discretion. In the event that charges are varied Blueface will post notification of such changes on Blueface's web site, and/or notify Customer by e-mail using the email address registered as active on their account. It shall be the responsibility of the customer to ensure that this email address is up to date and Blueface shall not be held responsible for any communications not received where Customer has not registered a current/active email address on their Blueface account.

7.3.3 Details of Price Plans and Charges are available on www.blueface.com or by request in writing to:

**Customer Data and Services,
Blueface Limited,
North Dock Two,
93/94 North Wall Quay,
Dublin 1.**

7.4

Customer will be liable to pay VAT on all charges unless written evidence of VAT exemption is provided in advance of an invoice being raised.

7.5

Blueface shall invoice Customer monthly in advance for Fixed (Monthly Recurring) charges applying to their account. Payment is due on the date specified on the invoice.

7.5.1 Blueface reserves the right to include charges from a prior billing period in any invoice where the time period for calculation of the appropriate usage rate makes this necessary.

7.5.2 Blueface will send all invoices and notices to the email address registered on Customer's account, unless Customer notifies Blueface of any change.

7.5.3 Payments made in respect of Fixed-Charge Services are non-refundable except in circumstances set out in this Agreement or as provided for by law.

7.5.4 Blueface reserves the right to;

7.5.4.1 Alter invoicing periods and charge interest on overdue payments at 2% above the Central Bank of Ireland prevailing base rate from due date to receipt of payment; and Contact Customer directly through the Services by SMS, email, post or telephone in relation to overdue payments; and

7.5.4.1 Fix a credit limit on Customer's account and to discontinue the Services without notice if the limit is exceeded.

8. CALL PLANS

8.1

Terms and Conditions relating to specific Call Plans as may be amended from time to time shall be available on www.blueface.com. Customers may change from their current Call Plan to another Call Plan or a Pre-Pay Service upon giving a minimum of thirty (30) days' notice of intention to change and only after the conclusion of the minimum term, unless specified otherwise by Blueface, and where, at the time of requesting or effecting the change, Customer does not have unpaid amounts owing.

8.2

In the event that payments are overdue, Blueface reserves the right to suspend or disconnect the Services and/or other telecommunications services, including fixed line services, supplied by Blueface to the Customer.

8.3

Call Plans shall be of minimum of 12 months' duration for Landline Services and 1 month's duration for Mobile Services; and may be of longer duration as agreed by the customer via the signed Customer Activation Form or other written agreement.

8.3.1 Blueface shall reserve the right to withdraw the Plan either generally or in respect of any particular Customer at any time and to vary or amend any element of the plan at any time, where same is carried out in accordance with the provisions of Section 2.1 hereof.

8.3.2 Where Customer changes their call plan, or adds or removes any element or service to or from their account, Customer will be entered into a new 12 month contract for all Services associated with the account from the date of the change.

8.4

In Respect of Blueface Mobile SIM cards:

8.4.1 Prepay SIM services must be activated within 90 days of purchase of the SIM card.

8.4.2 The Blueface SIM is suitable for use in 3G handsets only. It shall be the responsibility of the Customer to ensure that SIM is compatible with the handset used and Blueface accepts no responsibility for damage to SIM or handset, or loss of credit, where Customer attempts to use SIM with a 2G or otherwise unsuitable handset.

8.4.3 Customer is hereby notified that SIM will not function in a handset that is locked to another network. Where Customer wishes to use SIM with a handset which is locked to another network, customer is advised to consult their original network provider to obtain an unlock code for the handset before attempting to use the Blueface SIM.

8.5

In respect of Blueface Mobile pre-paid SIM-Only Services:

8.5.1 Blueface shall reserve the right at any time to vary or amend the terms of the pre-paid SIM Only Service, and/or to cease operation of same, in accordance with the terms and conditions set out herein;

8.5.2 Blueface Mobile PAYG rates are available on Blueface's website at www.blueface.com. Prices are applicable within Republic of Ireland only. Please be aware that additional charges will apply when roaming.

8.5.3 Top up payments in respect of Mobile PAYG Services are charged automatically to Customer's credit card. To opt out of automatic top-up, Customer may contact the Blueface Customer Services team on **+35315242000** or email accounts@blueface.com. Customer may check their PAYG credit balance by logging into his/her account at www.blueface.com;

8.5.4 It is the responsibility of all end users to ensure that sufficient call credit is available to process use of Services and Blueface recommends that Customers use Blueface Automatic. Top-up Renewal Service to preclude against running out of credit.

8.6

In respect of all services: Blueface shall not be liable for the consequences of loss of service to Landline or Mobile customers where same is caused by insufficient credit.

8.7

"Roaming" is the use of services in a territory outside of Blueface's Network (i.e. in a country other than Ireland) via the provision of Services through a third-party Service Provider located in that territory.

8.7.1 Customers may enable Roaming by submitting a request to Blueface by emailing accounts@blueface.com or calling **01-524 2000**.

8.7.2 Services available while Roaming shall depend upon the arrangements between local operators and Blueface.

8.7.3 A deposit of €250 shall be required to enable Customer to Roam or to access some or all of the Services or Third Party Services.

9. INTERNET & DATA USAGE FOR BLUEFACE MOBILE CUSTOMERS

The provisions of this section refer only to Blueface Mobile Services.

9.1

Blueface does not accept responsibility for the security of Internet data sessions. The Customer conducts any internet data session at his/her own risk and is solely responsible for adopting such appropriate security measures against the unauthorised access to and interference with Equipment (or associated software/hardware and data) as may be necessary.

9.2

Customer is reminded that the Service should not be used for transmitting or receiving material which is unlawful, threatening, defamatory, obscene, pornographic or which offends another party's copyright. Blueface will not be liable for any loss, damage or claim, which might arise from such abuse of the Service. Blueface reserves the right to disconnect Customer's use of the Service at any time, if for any reason Blueface are of the view that the Service is being abused. Blueface will not be liable for any loss, direct or indirect, which may arise from such disconnection.

9.3

Any software downloaded to the associated hardware is at the Customer's own risk.

9.4

Any Content (which includes software, music, photos, video, graphics, sound and other material or information of whatever nature) available through Blueface's Internet access services on Customer's handset may only be downloaded to Customer's handset and not saved elsewhere. Additionally, Customer acknowledges and accepts that such content may be protected by copyright, trademark and other intellectual property rights and Customer are therefore prohibited from copying, editing or modifying the Content, or distributing or forwarding same to third parties.

9.5

Customer is also reminded that Customer's dealings with any services, merchants or promotions on the Internet are solely a matter between Customer and the third party. Blueface shall not be responsible in any way, or manner, for losses or damages that may arise to Customer from such dealings.

9.6

The Internet is a public, open and diverse network and Blueface will endeavour to ensure the security of Customer's communications however Customer's communications are transmitted over third party networks over which Blueface has no control. The Internet is not a secure environment and there is a risk that through use of this Service Customer's communications may be unlawfully intercepted or accessed by those other than the intended recipient. Blueface makes no warranty that any website that Customer accesses will be free from viruses or any other harmful components. These viruses or harmful components may perform actions that you have not authorised, possibly without Customer's knowledge. Customer should take the necessary precautions and security measures to ensure the privacy of any information Customer send over the Internet and to protect against viruses and other harmful components. Blueface accepts no liability for any loss or damage resulting from Customer's use of the Internet and/or third party web sites or content accessed via the Service.

10. COOLING OFF PERIOD/RIGHT OF WITHDRAWAL

10.1

In accordance with EC (Protection of Consumers in Respect of Contracts made by means of Distance Communication) Regulations 2001 Customer shall, on written notice to Blueface at accounts@blueface.com or to the business address provided in Section 19 hereof, quoting their username in all correspondence, and subject to returning all Equipment to us; including all accessories and packaging, and in the same condition that it was dispatched in; have the right to terminate the Services within 30 Days of the date of commencement, subject to Customer not having used the Services or the Equipment.

10.1.1 Where Customer has incurred any charges on a subscription Call Plan, the right to cancel during the initial 30 day period shall be waived and Customer shall not be entitled to a full refund unless and until charges incurred are cleared in full.

10.1.2 Where Customer wishes to return hardware purchased, Customer must do so within 30 days of receipt and at their own expense. Hardware charges will not be refunded unless hardware is received in the same condition, and with all packaging

10.2

To cancel an account after the expiry of the Minimum Period, as set out in Section 2 hereof or as agreed in writing between Blueface and the Customer. Customer should contact Blueface at accounts@blueface.com or to the business address provided in Section 19 hereof, quoting their username in all correspondence.

10.2.1 Customer shall give Blueface not less than thirty (30) days' notice in writing of intention to cancel a Call Plan or Package at the end of the then-current contract period. This notice should be emailed to accounts@blueface.com, or sent to the registered address of Blueface.

10.2.2 Refunds will not be issued on subscription services where the customer has commenced the service for the current month.

10.2.3 Refunds on 12 month 'pay-upfront' Call Plan offers will only be given within the first month of purchase.

10.2.3.1 Refunds less one month's call plan subscription will be issued for service cancelled within the first month of purchase of a 12 month 'pay-upfront' Call Plan.

10.3

Where Customer terminates their Blueface account, it shall be the responsibility of the Customer to ensure that they have taken all necessary steps to ensure any automatic payment or direct debit arrangements are cancelled with their bank and Blueface shall not be responsible, nor have any liability to Customer, for payments made in error where Customer did not ensure that payment arrangements were cancelled.

11. FAULTY EQUIPMENT

11.1

Where Equipment purchased directly from Blueface is suspected to be faulty, and on the instruction of the Blueface Support Team, the customer may return the item at their own expense to Blueface Ltd within 30 days of receipt. Blueface recommend it be returned by registered post or similar tracked delivery.

11.2

Items lost or damaged while being returned to Blueface are the responsibility of the customer.

11.3

All units returned for credit must be accompanied by a proof of purchase with the date sold.

11.3.1 All returns for credit must be received as full kits i.e. returned with all the accessories (Packaging, Chargers, Headphones, and Data Cable etc.). Any returned hardware received that is incomplete or with incorrect paperwork will be rejected and no credit issued, and accessories, with which it was dispatched. More information is available in Blueface's Shipping and Returns Policy.

11.4

If the item is tested and is shown to be faulty, a full refund, including the cost of returning the product to Blueface will be reimbursed to the customer.

11.5

If the item is tested and shown to have been damaged by an act or omission of the Customer, or is shown not to be faulty, the customer will not be refunded, the cost of returning the product may not be reimbursed and the customer must pay the cost of returning the tested item back to the customer.

12. PROMOTIONS & SPECIAL OFFER

12.1

Promotions and Special Offers, including, but not limited to, offers in respect of handsets, hardware, call plans or 'add-on' features, shall be subject to the provisions of the Terms and Conditions under which they are released. The terms and conditions contained herein shall also apply generally to all Promotions and Special Offers as may be released by Blueface from time to time regardless of the subject of that Promotion or Special Offer (unless explicitly stated otherwise in the Promotion or Special Offer terms and conditions).

12.2

Blueface reserves the right, in its sole discretion, to amend or vary the terms and conditions of a Promotion or to withdraw or terminate a Promotion, generally in whole or part, at any time from any Customer, on reasonable notice.

13. SUSPENSION & TERMINATION

13.1

Blueface may terminate or suspend the Services wholly or partially without notice and at any time at Blueface's option for any reason including:

- 13.1.1 Where the Network requires modification or maintenance or for security reasons or if for technical reasons it is not possible to provide the Services;
- 13.1.2 Blueface may end the Agreement where Blueface no longer has access to networks which Blueface need to provide the Services, or where Blueface is no longer in a position to provide the Services due to factors beyond Blueface's control or because Blue Face Ltd. ceases business.
- 13.1.3 Where the Customer does not comply with, or Blueface in its reasonable opinion considers that Customer are not complying with, the terms of this Agreement, including, but not limited to, non-payment of any sums due by Customer (in which case Blueface reserve the right to charge for reconnection and/or to require revised payment terms or Advance Payment or Deposit);
- 13.1.4 Where Customer is or is suspected to be using the Services for commercial resale use;
- 13.1.5 Where Customer is or is suspected to be using the Services for any illegal or improper purposes or is reported to be doing so;
- 13.1.6 Where Customer is the subject of a serious complaint received by Blueface and which Blueface at that time believes to be genuine;
- 13.1.7 Where Customer is or is suspected to be using the Services, the Equipment or the Number in any way which breaches any security or other safeguards or in any other way which harms or interferes with the Network, Services or the network or systems of any third parties;
- 13.1.8 Where Blueface reasonably believes that Customer is unable to comply with payment obligations;
- 13.1.9 Where, having made reasonable efforts, Blueface cannot contact Customer;
- 13.1.10 Where Blueface is of the reasonable opinion that Customer has provided false or misleading information on the Application;
- 13.1.11 Where Customer breaches any provision of Section 6 hereof; or
- 13.1.12 Where Suspension is required for any reason by the emergency services or other government authorities.

13.2

Blueface may terminate this Agreement immediately and require payment of any and all outstanding charges up to and including the date of disconnection where:

- 13.2.1 Blueface has suspended or has the right to Suspend Services pursuant to the terms of the Agreement and there is reason to believe that the grounds have not been, or are unlikely to be rectified within 30 days of suspension;
- 13.2.2 Where Customer fails to pass such credit checks or exceed any credit limit specified by Blueface;
- 13.2.3 Where Customer fails to pay any sums due under this Agreement by the due date;
- 13.2.4 Where Customer breaches any of the terms of this Agreement or if any information supplied by Customer to Blueface is false or misleading;
- 13.2.5 Where Blueface believes, on reasonable grounds, that Customer is unable to pay the Charges;
- 13.2.6 Where Blueface receives a valid request to port Customer's number from Blueface to another Service Provider;
 - 13.2.6.1 Responsibility for informing Blueface of any changes or cancellation to be made on the relevant account shall remain with Customer and Blueface shall not be expected to automatically cancel an account where a number porting request is received.
 - 13.2.6.2 Customer will remain liable for all Charges and other costs due up to the date of termination, including any applicable termination Charges, plus any additional interest which accrues;
- 13.2.7 Where Customer is adjudicated as bankrupt, becomes insolvent or makes any composition or arrangement with or assignment for the benefit of creditors; or
- 13.2.8 Where any meeting of the Customer's creditors is called pursuant to Section 266 of the Companies Act 1963 (as amended) or if the Customer enters into liquidation, receivership or examinership or any steps are taken to appoint a liquidator, receiver or examiner to the Customer.

13.3

Any statutory rights that Customer may have, which cannot be excluded or limited, will not be affected by this section. For more information on Statutory Rights, Customer is advised to contact their local Citizen's Information Centre.

13.4

Upon termination of the Agreement Blueface shall disconnect Customer's Equipment from the Network and Customer will not be able to use Services or make emergency calls. Exercise of Blueface's entitlements shall not prejudice or affect the exercise of any other right or remedy which may be available to Blueface.

14. PRIVACY & CUSTOMER INFORMATION

14.1

Blueface shall comply with obligations under the Data Protection Acts 1988 and 2003. This Section is subject to the provisions of Blueface's Privacy Policy, which can be found at <https://www.blueface.com/privacy-policy/>.

14.2

Blueface shall collect and process personal data for legitimate business purposes that are connected with the delivery of the Services to you. These may include processing Customer's application, conducting credit and anti money-laundering checks, supplying Customer with Blueface's products or Services, administering Customer's account, calculating usage and charges, invoicing, customer services and the efficient management of call and Traffic Data. Blueface may also process Customer's personal data for the following purposes:

- 14.2.1 To monitor or record calls to or from Blueface's customer services department for training and quality purposes, customer record purposes and in order to track reported problems;
- 14.2.2 To prevent, detect and investigate fraud or any other criminal activity;
- 14.2.3 To investigate improper use of the Services or the Network; or
- 14.2.4 To assess and profile Customer's network and billing history for Price Plans, statistical and customer service purposes.

14.3

Customer consents to Blueface accessing existing customer account details on Blueface's systems (name, address, credit information, etc.) for the purposes of processing Customer's Blueface application, administering the customer account and provision of the Blueface service to Customer.

14.4

Blueface reserves the right to pass and share Customer's personal information to Blueface's Network Provider, other Communications Service Providers and Network Operators for the detection and prevention of theft and fraud, and to carry out any activities or disclosures for the purposes of compliance with any regulatory, government or legal requirement.

14.5

Customer's data may be shared with third parties such as other network operators or lawful authorities for the reasons set out herein.

14.6

Subject to the preferences expressed when applying for the Services, Blueface may contact Customer by post, telephone, email, SMS or otherwise through the Services, both during and after termination of this Agreement, in order to inform Customer about new and existing products and services, developments, Promotions, special offers and any discounts which may be of interest to Customer. This may include Blueface's own products and services, and those provided by third parties. Notwithstanding the preferences Customer express when applying for the Services, Customer may also opt out of receiving such communications at any time by emailing accounts@blueface.com.

14.7

Customer has the right to obtain a copy of any personal data that Blueface holds about him/her/it/them. If Customer wishes to avail of this right, please submit a written request to:

**Customer Data and Services,
Blueface Limited,
North Dock Two,
93/94 North Wall Quay,
Dublin 1.**

14.8

It shall be the responsibility of the Customer to ensure that all information and contact details stored by Blueface for them are correct and up to date.

14.9

If and where Customer uses the Services in a country outside of the Republic of Ireland, it may be necessary to transfer Customer's information to the equivalent authorities of that country, subject to the provisions of EU Directive 95/46/EC and the exceptions contained in Article 26 thereof.

14.91 Where this country is outside of the EEA, the treatment of Customer's personal information may be subject to laws and regulations applicable in that jurisdiction and which may not protect Customer's information to the same standards applying in the Ireland and the EEA.

15. NUMBER PORTING

15.1

Porting enables customers to retain their previous phone number when they move to another network operator or telecoms provider. The Number Porting Form is the form that documents the information collected by Blueface for the purposes of porting. This document is available on the Customer's online account.

15.2

By completing the Number Porting Form, Customer warrants and represents that he/she accepts the terms contained therein, has provided accurate information and that he/she is the person authorised to instruct Blueface to port the Number.

15.3

Customer acknowledges that:

- 15.3.1 The request will terminate service with the existing Landline and / or Mobile Services provider;
- 15.3.2 Only the number specified will be moved;
- 15.3.3 It shall be the responsibility of the Customer to ensure that they give sufficient notice of termination of any agreement with any previous Service Provider, subject to the terms and conditions of that agreement;
- 15.3.4 It shall be the responsibility of the Customer to ensure that all information provided in the Porting Form is complete and correct. The port request may be rejected if any information provided is inaccurate, incomplete or misleading;
- 15.3.5 The services provided by the previous Service Provider to Customer, including, without limitation, unused call credit or benefits, tariffs and terms and conditions of use that applied to Customer's service will not be transferable or transferred to Customer's Blueface services;
- 15.3.6 Contractual and other obligations, charges and costs due to the previous Service Provider will remain due and owing and shall be subject to settlement by Customer with the previous Service Provider in accordance with the terms and conditions applying to the provision of that service; and, in the case of landline numbers, the previous Service Provider may decline to proceed with the port in the event that there is a debt on the account i.e. account is barred or suspended; and
- 15.3.7 The process will be deemed to commence on the date of signing and submission of the Porting Form and it may not be possible to reverse the process once it has started.

15.4

Where the signatory is not the person legally entitled to request the Service Provider to move the number or a person or entity authorised to complete the Porting Form, or if fraudulent or misleading information is supplied, then the signatory will be personally liable for all or any loss or damage arising from the unauthorised transfer of the number.

15.5

Blueface may refuse to process Customer's instructions if:

- 15.5.1 The information provided on the Porting Form is incorrect or misleading;
- 15.5.2 The information provided in relation to the number is not compatible with information held by the previous Service Provider;

15.6

Blueface shall endeavour to comply with criteria established by ComReg in respect of number porting but does not warrant or represent that the number port will be completed within a particular timeframe. There may be a period where no Services are available, from either the previous Service Provider or from Blueface.

15.7

Blueface will not be liable or responsible for making good any loss, damage, costs or expenses or other liability whether incurred directly, indirectly or as a consequence of the unavailability of Services.

15.8

In respect of a 'Port Out' request where Customer wishes to move their number from Blueface to another provider, Customer is requested to ensure that there are no payments outstanding on their account before they arrange for a Port Out request to be submitted in respect of any number.

16. LIMITATION OF LIABILITY

16.1

Blueface shall make every effort to ensure the accuracy, quality and timely delivery of Services. However, Blueface shall have no liability to Customer (or to anyone claiming through him/her) for any direct, indirect or consequential loss (whether or not foreseen or foreseeable and including loss of profit or loss of goodwill) suffered by Customer for any reason whatsoever and without prejudice to the generality of the foregoing by reason of:

- 16.1.1 The suspension or termination of the Services or this Agreement or the interruption of or failure of Blueface to provide the Services including connecting any Call made to or by the Equipment or failing to make a Mobile broadband connection through the Equipment;
- 16.1.2 Any Call made to or by the Equipment being overheard or intercepted by a third party;
- 16.1.3 Any data transmitted to or by the Equipment being altered, used or lost;
- 16.1.4 Any failure, interruption, delay, suspension or restriction in performing its obligations under this Agreement arising as a consequence of circumstances outside its reasonable control (including but not limited to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority (whether local, national, international or supranational), an act of default of any third party, supplier, agent or other person, strikes, work stoppages or labour disputes;

16.1.5 The effects upon Customer or other users of the Equipment, or upon any equipment, vehicles or aircraft in Customer's vicinity, of any emissions or transmissions to, from, by or through the Network and/or the Equipment;

16.1.6 Inaccurate or misleading or unlawful information provided to Customer via the Services;

16.1.7 The acts and/or omissions of other Service Providers;

16.1.8 Any error or omission in any directory published by us, or on Blueface's behalf, containing Customer details (including without limitation the national directory database of subscribers for publicly available telephone services); or

16.1.9 Unauthorised access to the Equipment. Blueface strongly recommends that sensitive information such as bank PINS, credit card numbers etc., are not stored on the Equipment.

16.2

Blueface has no control over the telecommunications systems of other networks and makes no representation and gives no warranty as to the performance or provision of the Services when being relayed through such networks or when Roaming.

16.3

All conditions, warranties and representations implied by law in relation to Blueface's provision of Services are excluded to the extent permitted by law. Customer's rights under the Sale of Goods Act 1893 (as amended) and the Sale of Goods and Supply of Services Act 1980 (as amended) are not affected.

16.4

Except as set out in this Section 16:

16.4.1 All other terms, conditions and warranties relating to Services are excluded;

16.4.2 Blueface's and/or Blueface's Network Operator(s)' entire liability to Customer relating to claims whether proven or unproven shall be limited to 1,000 for one claim or a series of related claims; and

16.4.3 Blueface's and/or Blueface's Network Operator(s)' entire liability to Customer relating to claims whether proven or unproven shall be limited to 1,000 for one claim or a series of related claims; and

16.5

Neither Blueface nor Blueface's Network Operator purports to provide Customer with advice of any kind (including but not limited to investment, communications or technical advice). Where Services contain investment information, Blueface does not make invitations or offer inducements to enter into any investment agreements.

16.6

Neither Blueface nor Blueface's Network Operator make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of Services or their content. Services are provided to Customer on an 'as is' basis; and neither Blueface nor Blueface's Network Operator shall be liable;

16.7

For any loss incurred by Customer as a result of a 3rd party person using Customer's PINs or passwords with, or without, Customer's knowledge; or

16.7.1 Where Blueface or Network Operator is unable to carry out Blueface's or their duties owing to factors beyond Blueface's or their reasonable control.

16.8

Customer may in certain cases use Services:

16.8.1 To upload, email or transmit content using Services; and

16.8.2 To access content which is branded or provided by others and to acquire goods and services from others.

16.8.3 Where Customers are provided with such access, Blueface does not purport to prepare or exercise any control over the content, goods or services. Neither Blueface nor Blueface's Network Operator(s) are responsible or liable in any way for, nor do Blueface endorse, any of this content, goods or services.

16.9

Nothing in this agreement removes or limits Blueface liability for fraud, for death or personal injury caused by Blueface negligence or for any liability that can't be limited or excluded by applicable law. The terms of this agreement shall not affect any of customer's statutory rights that cannot be excluded by this agreement. For more information on statutory rights, customer is advised to contact their local citizen's information centre.

16.10

The terms of this Section 16 shall remain in effect notwithstanding any termination of this Agreement.

17. INTELLECTUAL PROPERTY

17.1

All rights, including copyright in Services and their content, belong to Blueface, Blueface's Network Provider(s), or Blueface's Licensed Source(s). Blueface and they hereby reserve all rights. Nothing contained in this Agreement shall be construed as granting or conferring any rights to Customer by license, franchise, title, interest or otherwise in Blueface or any property of Blueface, including, without limitation, Blueface trade names, trademarks, service marks or proprietary information.

17.2

The 'Blueface' and 'Blueface Mobile' trademark and other related images, logos and names on the Services are proprietary marks of Blue Face Ltd. Blueface hereby reserves all rights.

17.3

Blueface shall retain full ownership and control of all Intellectual Property Rights, whether owned or licensed, in the Blueface Materials;

17.4

Where Blueface generates any Intellectual Property Rights in performing Services, or creating or customising Products for Customer (including without limitation by the creation or customisation of Software), all such Intellectual Property Rights shall, on their creation, vest in Blueface exclusively;

18. JURISDICTION

18.1

This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish Courts. All provisions of this Agreement are to be interpreted and construed in a manner to make same valid and enforceable.

18.2

All the terms and provisions of this Agreement are distinct and severable, and if any term or provision is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it shall to that extent be deemed not to form part of this Agreement, and the enforceability, legality and validity of the remainder of this Agreement will not be affected; provided that, in any case where as a result of the operation of this provision the rights or obligations of a party are materially altered to the detriment of the party, that party may terminate this agreement within 30 days from the date of the relevant decision of the relevant court, regulatory authority or other competent authority. Any waiver, concession or extra time allowed to Customer by Blueface is limited to the specific circumstances and case in which it was given and does not affect Blueface's rights under the Agreement in any other way.

18.3

Where any party to this Agreement delays, or does not take action to enforce their respective rights under this agreement, this fact shall not stop the party in question from taking action at a later date.

18.4

Any provisions of this Agreement that are intended by their nature to continue or to come into effect after termination or suspension shall survive termination or suspension of this Agreement and shall continue in full force and effect.

18.5

Customer is advised that where, in exceptional circumstances, a government authority orders the reallocation or change of a phone number, Blueface is permitted to change Customer's phone number for Services.

19. OTHER PROVISIONS

19.1 Insurance

Blueface may offer Customer insurance to cover accidental damage to and loss of the Equipment. This policy will be subject to its own terms and conditions and will be governed by an agreement between Customer and the insurance company. If Customer fails to make insurance payments Customer's insurance policy will be invalidated immediately.

19.2 Financing

Blueface may offer Customer financing to purchase equipment over an extended period of time through a third party. The terms of this financing arrangement will be subject to its own terms and conditions and will be governed by an agreement between Customer and the financing company.

**ANY CUSTOMER WISHING TO LODGE A COMPLAINT SHOULD
MAKE SAME IN WRITING TO BLUEFACE**

by email to:

accounts@blueface.com

or by post:

**Customer Data and Services,
Blueface Limited,
North Dock Two,
93/94 North Wall Quay,
Dublin 1.**

More information about this can be found on Blueface's website at www.blueface.com



Blueface Ltd

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