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TERMS OF USE FOR IARNRÓD ÉIREANN IRISH RAIL WI-FI SERVICE

1 GENERAL

1.1 In these Terms:

“IE” means Iarnród Éireann Irish Rail of Connolly Station, Amiens Street, Dublin 1;

“Landing Page” means [www.irishrail.ie];

“Service” means IE’s Wi-Fi service accessible via Wi-Fi device by the User on certain IE vehicles;

“Terms” means the terms of use for the Service as set out in this document, as the same may be amended from time to time under Clause 12; and

“User” means you, the person accessing the Landing Page and/or using the Service.

1.2 The User’s registration for, access to and use of the Service is subject to these Terms.

1.3 By registering for, accessing and/or using the Service, the User agrees to be bound by these Terms.

1.4 The User should not register for, access and/or use the Service unless the User has read and agreed to these Terms.

2 THE SERVICE

2.1 The Service is intended to enable the User to access the Internet by using a Wi-Fi enabled device. IE does not guarantee that the Service will be compatible with any User’s Wi-Fi device, equipment, communications network or software.

2.2 There is currently no charge for the User to register for, access or use the Service.

2.3 The User is responsible for ensuring that any equipment used by the User to access and/or use the Service is compatible for use with the Service and is used in accordance with any instructions, safety and security procedures applicable to that equipment, including ensuring that all such equipment is adequately protected against viruses and other files or programs that may damage or impair the User’s equipment. IE has no responsibility for any such equipment.

2.4 The User accepts that the User is accessing the Service via an open network with no security protocols in place. The User accepts that IE cannot guarantee the security of the Service against unlawful access or use. The User must make sure that the User has adequate security to prevent unlawful access to or use of the Service, access to the User’s computing equipment or disclosure of confidential information. The User accepts that IE does not guarantee the integrity, authentication and/or confidentiality of any information, files and data (including credit card information) the User may wish to transmit over the Internet while using the Service or otherwise.

2.5 The User acknowledges that the Service will not be available at all times, including occasions when it is unavailable, e.g. to allow maintenance, upgrades and emergency repairs to take place, or

due to geographic location, severe weather conditions, failure of telecommunications links and equipment whether beyond IE's control or otherwise. The User agrees that IE shall not be liable to the User for any loss incurred by the User or any third party resulting from any unavailability of the Service.

2.6 The User acknowledges and agrees that IE may, at any time, impose restrictions, general limits or thresholds concerning use of the Service including the number of times any User may access the Service or the amount of data which any User may upload or download using the Service.

3. REGISTRATION

3.1 During the process of registration to access and use the Service, the User may be presented with a questionnaire for completion (the "Questionnaire"). All mandatory fields of the Questionnaire must be completed by the User in order to proceed to use the Services.

3.2 The User must ensure that any information provided by the User as part of registering for, accessing and using the Service, including the completion of the Questionnaire, is true and accurate. The User is solely responsible for any and all use of the Service pursuant to the User's application for registration.

4. ACCESS TO AND USE OF THE SERVICE

4.1 The User agrees:

4.1.1 to only access and use the Service as expressly permitted in these Terms;

4.1.2 neither to access nor use the Service for any illegal or unlawful purpose or for any purpose that is prohibited by these Terms;

4.1.3 comply with all instructions and requests of IE and any authorised authority in relation to the use of the Service and the investigation of any offences; and

4.1.4 comply with all applicable laws and regulations, licences, codes of practice and usage policies of connected networks.

4.2 Without prejudice to the generality of Clause 4.1, the User also agrees that the User shall not use the Service (and shall not encourage, authorise, or permit any other party to use the Service):

4.2.1 to contravene applicable Irish or European law, statute, regulations or codes of practice;

4.2.2 to seek unauthorised access to IE facilities, services or resources, or the facilities, services or resources of connected networks;

4.2.3 to upload material that reveals trade secrets, unless the User owns them or has the permission of the owner;

4.2.4 to upload material in violation of the laws of Ireland;

4.2.5 to create, host or transmit material (i) that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner, or (ii) that infringes any intellectual property or proprietary rights of others or on the privacy or publicity rights of others;

4.2.6 to upload material that is harmful, defamatory, tortious, threatening, obscene, harassing, abusive or designed to incite hatred, violence or discrimination or is otherwise objectionable or harmful to minors;

4.2.7 to impersonate another person or entity;

4.2.8 to jeopardise, disrupt or prejudice the operation, quality or integrity of the Service, or the operation, quality or integrity of any telecommunications network;

4.2.9 to harvest or otherwise collect information about others, including e-mail addresses, without their consent;

4.2.10 for any direct marketing, surveys or contests, nor to send chain letters, junk email, spam, unsolicited messages, advertising or promotional material;

4.2.11 in a manner that constitutes commercial use of the Service or an act of reselling the Service or the making available of the Service to a third party without the prior written consent of IE;

4.2.12 to use the Service for high volume data transfers or to host a server without the prior written permission of IE;

4.2.13 to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, or any other files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

4.2.14 to attack the Service via a denial-of-service attack or interfere with the security of the Service.

4.3 IE may terminate any User's use of the Service at any time without notice or if there has been an extended period of inactivity after any User has logged on to the Service. IE reserves the right to suspend the use of the Service generally or block any User's access to the Service at any time or if IE suspects misuse or breach of these Terms.

4.4 To the fullest extent permitted by applicable law, IE is entitled to retain and/or disclose any information or content, including any User's MAC address, any Content (as defined in Clause 7.1), User Content (as defined in Clause 7.3) or account information in whole or in part, which is in IE's possession in connection with any User's use of the Service to: (a) comply with applicable laws, regulations or requests of law enforcement agencies; (b) enforce these Terms; (c) respond to any claims that User Content violates these Terms or the rights of third parties; (d) to protect IE's rights, property or personal safety, those of other users of the Service or any third party; or (e) as IE in its sole discretion believes to be necessary or appropriate. IE reserves the right to report any misuse of the Service to the relevant enforcement or other authorities and to IE's legal advisers. IE further reserves the right to disclose any evidence IE has which relates directly or indirectly to misuse of the Service.

5. MODIFICATION/INTERRUPTION/SUSPENSION/TERMINATION

5.1 IE may at any time, without notice to the User, modify, interrupt, suspend or terminate the Service, wholly or partially for any reason. IE is not liable to the User or any third party for any direct, indirect or consequential loss arising out of any modification, interruption, suspension or termination of the Service.

6. INTELLECTUAL PROPERTY

6.1 The User acknowledges and agrees that IE (or its licensors) own and shall retain all intellectual property rights subsisting in the Service whether registered or unregistered and nothing in these Terms gives the User any right or licence to use or reproduce any trade marks, logos, domain names or other brand names of IE (or its licensors).

6.2 IE is the owner of all data related to the Service which is collected through the provision of the Service.

7. CONTENT

7.1 IE is not responsible for any third party information (such as data files, text, computer software, audio or audiovisual files, music, photographic or other images) (the "Content") accessible, published or distributed through the Service and to the fullest extent permitted by law, IE disclaims all liability in respect of such Content. Such Content is subject to third party intellectual property rights. The User may not use, reproduce, copy, modify, sell, exploit or distribute Content (either in whole or in part) unless the User is authorized to do so by the owners of the intellectual property in the Content. The content of IE is made available to the User for the User's own personal use and any commercial use without the express prior written consent of IE of any content of IE is strictly prohibited.

7.2 The User agrees that, in order to make the Service available, it may be necessary for IE to incorporate advertisements from IE and/or third parties as part of the Service and/or the Landing Page.

7.3 The User agrees that the User is entirely responsible for and assumes all risks associated with all Content or other material that the User distributes, displays, uploads, downloads, posts, emails, transmits or otherwise makes available on or through the Service, whether publicly posted or privately transmitted including all subsequent use of such Content or other material ("User Content").

7.4 The User represents and warrants that the User is the owner or licensee of the intellectual property rights in, or has obtained all necessary permissions to use, User Content in connection with the User's use of the Service, including the distribution, publication and reproduction of User Content.

7.5 While IE reserves the right to filter any illegal Content from the Service, the User accepts that some Content accessible through the Service may be offensive, indecent or objectionable to the User and that the User uses the Service at the User's own risk.

7.6 The User accepts responsibility for the User Content accessed and the extent to which that will be visible or accessible to other parties.

7.7 IE is a conduit for the provision of the Service and is not responsible for screening or monitoring Content or other material uploaded or downloaded by the User using the Service.

7.8 The User accepts and agrees that IE cannot guarantee the integrity or security of Content, User Content or other material transmitted through the Service, including credit card and other sensitive information and the User accepts that the User transmits such Content, User Content and other material entirely at the User's own risk.

8. DISCLAIMERS

8.1 All access to and use by the User of the Service and the Internet is at the User's own risk. The User assumes complete responsibility for all risk of loss resulting from the User's use of the Service. The User agrees that IE and providers of telecommunications and network services to IE will not be liable for damages arising out of the User's use or the User's inability to use the Service, and the User hereby waives any and all claims with respect thereto, whether based on contract, tort or other grounds.

8.2 The Service is available to all Users "as is" and without any representations, conditions, warranties or undertakings of any kind, either express or implied. To the fullest extent permitted by applicable law, IE makes no representations, conditions, warranties or undertakings that the Service will be free from defects, including, but not limited to viruses or other harmful elements. IE accepts no liability for any infection by virus, bug, tampering, unauthorised access, intervention, alteration or use, fraud, theft, technical failure, error, omission, interruption, deletion, defect, delay, or any event or occurrence beyond the control of IE, which corrupts or affects the administration, security, fairness and the integrity or proper conduct of any aspect of the Service. IE makes no representations, conditions, warranties or undertakings about any of the facilities, services and/or materials accessed by using the Service.

9. LIMITATION OF LIABILITY

9.1 To the fullest extent permitted by applicable law, neither IE nor any of its officers, affiliates or other representatives will be liable for loss or damages arising out of or in connection with the User's use of the Service, including, but not limited to, direct loss, loss of data, loss of income, profit or opportunity, loss of or damage to property and claims of third parties or for any indirect or consequential loss whatsoever, even if IE has been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable. In no event shall IE nor any of its officers, affiliates or other representatives be liable for any damages whatsoever resulting from the modification, interruption, suspension or termination of the Service, whether such modification, interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent.

9.2 Without limiting the foregoing, under no circumstances shall IE nor any of its officers, affiliates or other representatives be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including, without limitation, internet failure, network failure, computer equipment failures, mobile device failure,

telecommunication failures, other equipment failures, electrical power failures, strikes, disputes, riots, interactions, civil disturbances, shortages of labour or materials, fires, floats, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties.

10. INDEMNITY

10.1 The User agrees to defend, indemnify and hold IE and (as applicable) IE employees, agents, subsidiaries, suppliers and any of IE's third party information service providers or other representatives harmless against any and all claims demands, losses, expenses, damages and costs, including legal costs, however arising resulting from any violation or breach by the User of these Terms or any claims made by or liabilities to any third party resulting from the User's use or misuse of the Service.

11. PRIVACY STATEMENT

11.1 IE is committed to the protection of the privacy of the individuals who use the Service and its features. For full details of the manner in which IE uses cookies, the type of information IE collects, how IE uses it and under what circumstances IE discloses information, please read the [CIE Privacy Statement] at <http://www.irishrail.ie/legal/privacy-statement> which is hereby incorporated into and forms part of these Terms.

12. CHANGES IN TERMS

12.1 To the fullest extent permitted by applicable law, IE reserves the right to change from time to time, the content, services, presentation, performance, facilities and/or availability of any part of the Service, at IE's sole discretion, including these Terms.

13. JURISDICTION AND GOVERNING LAW

13.1 These Terms are governed by the laws of Ireland and the User submits to the exclusive jurisdiction of the Irish Courts.

14. MISCELLANEOUS

14.1 Any waiver of any provision of these Terms must be in writing and signed by IE to be valid. Any waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of any provision in the future. If any court of competent jurisdiction finds any provision of these Terms to be void or unenforceable for any reason, then such provision shall be ineffective to the extent of the court's finding effecting the validity and enforceability of any remaining provision. These Terms (which include the [CIE Privacy Statement]) represent the entire understanding and agreement between the User and IE relating to access to and use of the Service and supersede any and all prior statements, understandings and agreements whether oral or written.

[DATE OF ISSUE OF CURRENT VERSION OF TERMS OF USE TO BE INSERTED AND DATE SHOULD BE UPDATED WHEN THE DOCUMENT IS UPDATED]