

eir Mobile Business Terms and Conditions

The supply of Goods/Services under this Schedule is subject to the provisions of the eircom Limited Master Terms and Conditions for the Supply of Goods and Services and all definitions not defined in this Schedule shall have the meaning ascribed to them in the eircom Limited Master Terms and Conditions for the Supply of Goods and Services at www.eir.ie/business/masterterms

1. DEFINITIONS

In this Service Schedule the following terms mean:

- 1.1 **“Advance Payment”** means a payment by the Customer (excluding Charges) which may be required before the Customer is authorised to use a specific Service to include, but not limited to, International Calls, Roaming and Premium Rate Services; **“Authorised Individual”** means an individual or individuals who have been delegated authority by the Customer to authorise transactions on behalf of the Customer;
- 1.2 **“Call”** means a transmission made over the Network for the purpose of communicating a voice or data message (which includes, without limitation, Short Message Service (“SMS”), Multimedia Messaging Service (“MMS”), and usage of Data Sessions;
- 1.3 **“Call Content”** means the content of any Call received or made by a Customer over the Network; **“Customer”** means either an SME customer or an Enterprise and Government customer availing of the eir Mobile Service;
- 1.4 **“Customer Authorisation Form”** means the form required to process a Move;
- 1.5 **“Data Session”** means a connection to the Internet or mobile Internet, established using GPRS, 3G/4G/UMTS, or other technologies made available over the Network;
- 1.6 **“Deposit”** means a payment made by the Customer to eir Mobile before or after connection to the Network, as security for payment of Charges;
- 1.7 **“eir Mobile SIM Card”** means the card, meaning a unique mobile telephone number, the related Personal Unlocking Code and Personal Identification Number, used with a handset or other terminal or modem (e.g. PDA/dongle for mobile broadband) to access the Services;
- 1.8 **“End User”** means the Customer or any an employee of the Customer who is authorised by the Customer to use the Services;
- 1.9 **“Equipment”** means, unless otherwise specified the handset, or other terminal or modem (e.g. PDA/dongle for mobile broadband), the eir Mobile SIM Card and/or other equipment which is provided by eir Mobile to the Customer pursuant to this Service Schedule in connection with the Services;
- 1.10 **“International Call”** means a Call made from the Republic of Ireland to an international landline or international mobile;
- 1.11 **“Enterprise and Government Customer”** means a Customer with six or more eir Mobile handsets.; **“Minimum Period of Service”** is a period of not less than twelve (12), months from the Operational Service Date. Each time the Customer adds additional End Users to the eir Mobile service a new Minimum Period of Service shall automatically commence unless otherwise agreed.
- 1.12 **“Mobile Broadband”** means the service which may be provided through specific Equipment, which in conjunction with a personal computer, enables connection to the World Wide Web over eir Mobile’s 3G/4G Network;
- 1.13 **“Move”** means the transfer of a Number from the mobile network of a third party Service Provider, to the Network or a transfer from the Network to a mobile network of a third party Service Provider. **“Move”** and **“Moving”** shall be construed accordingly;
- 1.14 **“Network”** means mobile telecommunications networks and systems used to provide the Services including all the cables, exchanges, transmitters, receivers, computer hardware and software, and other equipment

and facilities (excluding equipment owned by the Customer and by other users and Customers of the Services);

- 1.15 **“Number”** means the unique ten-digit Mobile Station International Subscriber Directory Number (MSISDN) programmed into an eir Mobile eir Mobile IM Card;
- 1.16 **“Order”** means the form required to process a Move or new Customer activation;
- 1.17 **“Premium Rate Services”** means premium rate services as defined in the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act 2010;
- 1.18 **“Previous Service Provider”** means the authorised Service Provider, other than eir Mobile, which, immediately prior to the Customer entering this Agreement and Moving the Number, was supplying services to the Customer through the Number;
- 1.19 **“Price Plans”** means the various tariff structures applicable to the different Services offered by eir Mobile and available to the Customer (as published by eir Mobile periodically and available on www.eir.ie/business) and Price Plan will be interpreted accordingly;
- 1.20 **“Promotion”** means any special offer available to the Customer (as may be published from time to time and available on www.eir.ie/business);
- 1.21 **“Roam/Roaming”** means a Service which allows an End User to use the Equipment on other networks, usually outside the Republic of Ireland;
- 1.22 **“Service Provider”** means an authorised mobile telephony service provider;
- 1.23 **“SME Customer”** means a Customer who has 1 to 5 handsets with eir Mobile;
- 1.24 **“Territory”** means Ireland (excluding Northern Ireland);
- 1.25 **“Third Party Service”** means any service promoted or provided by third parties to the Customer over the Network;
- 1.26 **“Traffic Data”** means the information relating to the use of the Services processed for the purpose of the effective use of the Services or for billing purposes including information relating to the date, time and duration of the use of the Services, the Equipment (including any identity of the eir Mobile SIM Card), and/or the Networks used; and
- 1.27 **“Unlocking Code”** means the code to disable security settings that restrict the use of a phone handset to a specific SIM card or to a specific Service Provider’s services.

Service Description

The eir Mobile proposition consists of Mobile Voice and Mobile Data Services provided over the Network using a range of technologies including 2G, 3G and 4G. Mobile Voice enables Customers to make and receive voice calls when connected to the Network within the Republic of Ireland. and outside the Republic of Ireland by Roaming on international partner networks where available. Mobile Data enables Customers to send or receive data when connected to the Network both within the Republic of Ireland. Mobile Voice and Data Services are available outside the Republic of Ireland on international partner networks where appropriate Roaming agreements are in place eir Mobile also offers the following add on Services:

- 1.28 **Bulk SMS.** Bulk SMS is a Third Party Service which consists of an online application which facilitates the sending of bulk SMS’s (single SMS to multiple subscribers) with a full suite of features including campaign set up, management and reporting;
- 1.29 **Managed Access Point Name (APN).** A Third Party managed APN service that provides Customers with a secure method to allow their End Users to connect to their corporate network using their mobile devices. The service provides a secure/non-public, shared APN with a self-service portal to allow Customers to manage their End Users. It also allows Customers to provide End User authentication and monitored Internet access;
- 1.30 **Indoor Coverage Solutions.** A range of indoor 2G, 3G and 4G coverage solutions are available as a Third Party Service for Customers. These solutions are provided for Customers who have a strong external

coverage and poor internal coverage due to building materials used and

- 1.31 Mobile Device Management.** Mobile Device Management (MDM) is a Third Party Service software solution that enables Customers to secure monitors, manages and supports mobile smartphone and tablet devices. MDM functionality typically includes over-the-air enforcement of security policies, distribution of applications as well as management of corporate email, security certificates and configuration settings. MDM can apply to both company owned and End User owned devices.

2. AGREEMENT

- 2.1** In the event of any conflict between the terms and conditions of this Service Schedule and the eircom Limited Master Terms and Conditions these terms and conditions will prevail.
- 2.2** By completing the Order, the Customer confirms that all the information therein relating to it is accurate and that the Customer accepts that the Goods and Services shall be provided in accordance with this Service Schedule, the eircom Master Terms and Conditions for the Supply of Goods and Services, the Fair Usage Policy, the Privacy Policy, the terms and conditions of any applicable Price Plan, Promotion or service options and any other terms expressly stated to form part of the Service.

3. COMMENCEMENT AND DURATION

- 3.1** eir Mobile will provide the Services from the Operational Service Date when eir Mobile accepts the Order and the Services shall continue in full force and effect until properly terminated by the Customer or by eir Mobile as permitted by the Agreement. Acceptance of the Customer as a Customer is at eir Mobile's sole discretion and eir Mobile shall have no obligation to provide the Customer with any reasons if eir Mobile decides not to accept the Customer as a Customer.
- 3.2** The Customer may not terminate the Services during the Minimum Period of Service. If the Services are terminated by the Customer during the Minimum Period of Service, the 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 the Customer until the end of the Minimum Period of Service. On expiry of the Minimum Period of Service either party may terminate the Services on the giving of thirty (30) days prior written notice to the other.

4. CONDITIONS OF USE

- 4.1** In order to access the Services using the Equipment the Customer must be in an area of the Network covering the Services concerned. Certain features/ services are dependent on the Customer being located within a 3G or 4G network and may be unavailable if the Customer travels, or is, outside of such a network. In addition, both the 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 eir Mobile's control. eir Mobile cannot guarantee that the Customer will reach the maximum speed advertised. Speed of Internet connection assumes Network and components are working at optimum speeds and capacity. Additionally, certain functionality (e.g. video calling) may only be available if the Customer is calling another person who is also 3G/4G enabled and within a 3G/4G network.
- 4.2** eir Mobile may issue reasonable instructions concerning the use of the Services including concerning self-installation of the Services and details as to minimum system requirements.
- 4.3** Reliance on Call Content is at the Customers sole risk. eir Mobile shall not be responsible for any Call Content sent or received by the Customer. eir Mobile makes no representation as to the quality, accuracy, correctness, completeness or suitability of any Call Content. The Customer acknowledges that Call Content may be protected by copyright, trademark or other Intellectual Property Rights.
- 4.4** eir Mobile makes no representation and gives no warranty as to the performance of any Third Party Services. eir Mobile may withdraw access to Third Party Services at any time. Third Party Services are used at the Customer's sole risk and eir Mobile is not liable for any loss or damage suffered by the Customer arising from the use of such Third Party Services. eir Mobile may be required to bill the Customer for such

services. This provision includes, but is not limited to, the use of the Services to access third party websites not controlled by eir Mobile. eir Mobile accepts no responsibility for same, their content or services and no endorsement or approval of such sites by eir Mobile may be implied.

- 4.5** The Customer can only Roam once the request to Roam has been approved by eir Mobile. Roaming can be requested on the Order or by an Authorised Individual contacting the eir Mobile Business Support Team on 1921. The Services available while Roaming shall depend upon the arrangements between local operators and eir Mobile. The terms and conditions which apply to Roaming, which may be amended from time to time, shall apply to this Agreement and are available on <https://business.eir.net/roaming> All Customers except for SME Customers do not require approval from eir Mobile to avail of Premium Rate Services, Roam outside the Republic of Ireland or to make International Calls from the Republic of Ireland to countries which are not on the list of international barred destinations which can be found at www.eir.ie/business. SME Customers will within 5 days of joining eir Mobile receive a service SMS from eir Mobile confirming that Roaming is available and that they can make International and Premium Rate Calls.

5. EQUIPMENT AND THE NUMBER

- 5.1** The Customer does not own the Number (s) allocated to it. eir Mobile can change the Number at its discretion and will not be liable for any loss or damage, direct or indirect, which might arise from such changes.
- 5.2** The eir Mobile SIM Card remains the property of eir Mobile at all times. All other Equipment (excluding the eir Mobile SIM Card) shall remain the property of eir Mobile until the expiry of the Minimum Period of Service.
- 5.3** The Customer will ensure that all eir Mobile instructions (including any instruction manuals relating to the Equipment) are followed correctly in using the Equipment and eir Mobile shall have no liability arising from Customer's failure to follow such instructions. The Customer will maintain the Equipment in good working order. The Customer is solely responsible for the manner in which the Equipment is used.
- 5.4** eir Mobile will have no liability for any equipment, plug-ins or other devices, hardware or software provided by the Customer, other than the Equipment provided by eir Mobile, 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, the Network or the Equipment and must be used in accordance with relevant instructions, safety and security procedures.

6. CUSTOMER OBLIGATIONS

The Customer agrees as follows:

- 6.1** to provide all information, as may be reasonably required by eir Mobile, to enable eir Mobile to deliver the Services to the Customer and/or in relation to the investigation of any alleged offences relating to the use or provision of the Services;
- 6.2** not to use (or allow others to use) the Services, the Network or the Equipment:
- (a) for any improper, indecent, unlawful, immoral or fraudulent purpose;
 - (b) to cause any 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;
 - (c) in a manner which may impinge in any way upon other 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 eir Mobile's absolute discretion makes excessive or unusual demand on the Services or Network;
 - (d) for the infringement of the Intellectual Property Rights, including but not limited to copyright, of any person;
 - (e) in a manner which does not comply with any relevant legislation or licence or with any instructions or direction given by eir Mobile from time to time;
 - (f) in any way which infringes the proprietary rights in any soft-ware;
 - (g) in a manner contrary to this Agreement.

eir Mobile reserves the right to notify any relevant agencies or authorities where the Customer is in breach of the

obligations in this sub clause or otherwise.

- 6.3 that the Services are provided solely for the Customer's use and the Customer will not resell or attempt to resell the Services (or any part of them) to any third party without the prior written consent of eir Mobile;
- 6.4 that in the case of eir Mobile supplied handsets the Customer will only use such handsets on the Network and not on the network of any other Service Provider (save for Roaming) unless the Customer has been provided with an Unlocking Code by eir Mobile (for Unlocking Code requests please contact the eir Mobile Business Support team on 1921). A Charge may apply for unlocking a handset;
- 6.5 to maintain the confidentiality of all user details assigned to the Customer to enable the Customer to use the Services or access the Network;
- 6.6 to comply with the reasonable requests and directions of eir Mobile concerning the use of the Services;
- 6.7 to promptly notify eir Mobile in writing or contact the eir Mobile Business Support team on 1921 for Enterprise and Government Customers and 1800 69 00 00 for SME Customers to inform eir Mobile of any change of name, address or other contact details from those provided in the Order;
- 6.8 to notify eir Mobile immediately if Equipment (in particular the eir Mobile SIM Card) is lost or stolen or the eir Mobile SIM Card is damaged. The Customer will remain liable for all Charges incurred until the Customer does so. eir Mobile will provide a replacement eir Mobile SIM Card to the Customer and the Customer may be liable to pay a charge of up to fifteen euro, including VAT (€15 inc. VAT) for the replacement eir Mobile SIM Card.
- 6.9 to promptly pay all Charges in accordance with clause 6; and
- 6.10 to ensure that all persons having access to the Services or the Equipment comply with this Agreement. The Customer is responsible for the acts and omissions of its employees and agents and any other person the Customer authorises or allows to use the Services or the Equipment from time to time and the Customer shall be liable for any failure by such person to comply with this Agreement.

7. PAYMENT, CHARGES AND PRICE PLANS

- 7.1 The Customer must pay for all Charges incurred through the eir Mobile SIM Cards related to the Order. eir Mobile will make every effort to ensure that all messages are delivered, however the Customer will be liable for all Charges in respect of any MMS and SMS messages that are not delivered.
- 7.2 Services may be available on the basis of different Price Plans with different rates of Charges. eir Mobile may vary the Charges at any time at its discretion. In the event that Charges are varied notification of such changes will be posted on the eir Mobile web site, and/or notified to the Customer through SMS, by e-mail or by post. The Customer may therefore not receive notification if eir Mobile has no contact details for the Customer. Details of Price Plans and Charges are available on www.eir.ie/business or by request to eir Mobile, 1 Heuston South Quarter, St. John's Road, Dublin 8.
- 7.3 eir Mobile reserves the right, in its sole discretion, at all times to migrate the Customer to other Price Plans, to amend or vary the terms and conditions of a Price Plan or to withdraw or terminate a Price Plan, generally in whole or part, at any time from any Customer, on reasonable notice. For the latest terms and conditions for Price Plans, please visit www.eir.ie/business.
- 7.4 The Customer will be liable to pay VAT on the Charges.
- 7.5 eir Mobile will invoice for the Services monthly in advance for fixed Charges, and monthly in arrears for connection, calls, SMS messages, data units and other non-fixed Charges. Payment is due on the date specified on the invoice eir Mobile reserve 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. eir Mobile will send all invoices and notices to the Customer billing address shown on the Order unless the Customer informs eir Mobile in writing or calls eir Mobile Business Support team on 1921 for Enterprise and Government Customers or 1800 69 00 00 for SME Customers to inform us of any change.
- 7.6 Every invoice and notice from eir Mobile to the Customer will be deemed served 48 hours after posting or

on earlier proof of delivery. eir Mobile reserve the right to alter invoicing periods, contact the Customer directly through SMS, by e-mail, by post or by telephone in relation to overdue payments and to fix a credit limit on the Customer's account and to discontinue the Services without notice if the limit is exceeded.

- 7.7 Subject to eir Mobile's approval the Customer may apply to change to a different Price Plan during the Minimum Period of Service with effect from the beginning of any charging period. The Customer can change to a different Price Plan without approval after the conclusion of the existing Minimum Period of Service, with effect from the beginning of any charging period, or upon settlement of termination charges for the Customer's prior Price Plan in accordance with clause 14, unless eir Mobile specify otherwise, and where, at the time of requesting or effecting the change, the Customer does not have unpaid amounts owing.
- 7.8 eir Mobile can seek an Advance Payment and/or Deposit to enable the Customer to Roam or to access some or all of the Services or Third Party Services. In addition, pending credit checking, eir Mobile may seek an Advance Payment and/or Deposit to enable the Customer to Roam or to access the Services or Third Party Services. eir Mobile may seek Advance Payments from Customers for International Calls, Roaming or Premium Rate Services. eir Mobile may set off such amounts against any amounts due by the Customer to eir Mobile or any eir Group Company.
- 7.9 eir Mobile may apply a limit to the amount of unpaid Charges that the Customer may incur and may alter this limit from time to time and may consolidate Customer accounts for the purpose of aggregating any balance due. The Customer remains liable for all charges incurred by multiple users on the account.
- 7.10 Plans which include 'Unlimited' minutes and texts are subject to a fair usage policy as defined by eir Mobile at eir Mobile's discretion and which can be found at <http://www.eir.ie/business>.

8. INSURANCE

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

9. REPAIRS AND REFUNDS

- 9.1 eir Mobile's policies concerning repairs and refunds, which may be amended from time to time are available at <http://www.eir.ie.business/repairsrefunds> and shall apply to the Order.

10. General terms for promotions

- 10.1 All Promotions will be governed by their own specific terms and conditions.

11. Service Management

- 11.1 **Support Hours.** Telephone support and email support is available during the following times:

	Mon	Sat	Sun	Bank Holidays
Enterprise & Government Business: Phone 1921	08.00 - 18.00 Core hours 24 Hours*	24 Hours*	24 Hours*	24 Hours*
SME Business: Phone 1800 69 00 00 Or 1901	08.00 - 19.00 Core hours	24 Hours*	24 Hours*	24 Hours*

	24 Hours*			
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*Please note the following services are supported outside of standard business hours (08:00-18:00 Monday to Friday):

- o Lost/Stolen Devices
- o Roaming Queries

All times are quoted in Eire hours (GMT).

- 11.2** Service Operations and Support Enterprise and Government, Customer Response Centre eir Mobile Customer service is provided via the Customer Response Centre (CRC), contactable via 1921 All Enterprise and Government Customer queries should be directed to the Customer Response Centre, (CRC). SME Customer service is provided by Business Service Centre (BSC) and is contactable on 1800 69 00 00 or 1901
- 11.3** Change Request Management, should a Customer require a change to be made to their account, this can be made by calling 1921 or emailing . Standard change requests include such items as addition of a new Customer user, deletion of an existing Customer user, password re-set and change of billing address. “Standard changes can be made over the phone with an agent by calling 1921 for Enterprise and Government or 1800 69 00 00 or 1901 for SME.” Requests for change that require design authority or out of hour’s activity to complete are not within the scope of a standard change.

12. Use of Customer Information

- 12.1** This clause sets out how eir Mobile and each Affiliate comply with their obligations under the Data Protection Acts 1988 and 2003.
- 12.2** eir Mobile shall collect and process personal data for legitimate business purposes undertaken by eir Affiliates which are connected with the delivery of the Services to you. These may include processing the Order, conducting credit and antimoney laundering checks, supplying the Customer with eir Mobile products, Goods or the Services, administering the Customer’s account, calculating usage and charges, invoicing, Customer services and the efficient management of call and Traffic Data. eir Mobile may also process the Customer’s personal data for the following purposes:
- (a) to monitor or record calls to or from eir Mobile Customer services department for training and quality purposes and in order to track reported problems;
 - (b) to prevent, detect and investigate fraud or any other criminal activity;
 - (c) to investigate improper use of the Services or the Network; or
 - (d) to assess and profile the Customer’s network and billing history for Price Plans, statistical and Customer service purposes;
 - (e) For credit management purposes and to prevent bad debt; and
 - (f) if the Customer is an existing eir Customer, The Customer consents to eir Mobile accessing existing Customer account details on eir’s systems (name, address, credit information, etc.) for the purposes of processing the Order, administering the Customer account and provision of the Services to the Customer.
- 12.3** Customer data may be shared with third parties such as other network operators or lawful authorities for the reasons set out in clause 12.2(a) to (e) above.
- 12.4** Subject to the preferences the Customer expresses when ordering the Services or as otherwise subsequently specified, eir Mobile and each eirAffiliate may contact the Customer’s End Users of the Services as set out on the Order by post, telephone, e-mail, SMS or otherwise through the Services, in order to inform the End Users about new and existing products and services, developments, Promotions, special offers and any discounts which may be of interest to the Customer and the Customer’s End Users. This may include eir Mobile’s own products and services, those provided by eir Mobile and its Affiliates and those

provided by third parties.

- 12.5** While the Customer's data will normally be held within the European Economic Area ("EEA"), the Customer consents to the processing and transfer of Customer data outside of the EEA to the extent necessary to continue to provide the Customer with the Services, including but not limited to when the eir Mobile SIM Card is used outside of the EEA.

13. Move to eir Mobile

- 13.1** By accepting the terms of the Order, the Customer warrants and represents that the Authorised Individual is the person authorised to instruct eir Mobile to Move the Number(s) on behalf of the Customer. The Customer acknowledges that:

(a) only the Number(s) will be Moved;

(b) the completion of the Order shall constitute notice of termination of any agreement with the Customer's Previous Service Provider(s), subject to the terms and conditions of that agreement;

(c) the services provided by the Customer's Previous Service Provider to the Customer, including, without limitation, unused call credit or benefits, tariffs and terms and conditions of use that applied to the Customer's service will not be transferable or transferred to the Services;

(d) contractual and other obligations, charges and costs due to the Customer's Previous Service Provider will remain due and owing and shall be subject to settlement by the Customer with the Previous Service Provider in accordance with the terms and conditions applying to the provision of that service; and

(e) the process will be deemed to commence on the date of signing of the Order and it may not be possible to reverse the process once the Move has started.

- 13.2** If the signatory is not the Authorised Individual and the person legally entitled to request the Service Provider to Move the Number or a person or entity authorised to complete the Order, 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.

- 13.3** eir Mobile may refuse to process the Customer instructions if:

(a) the information provided on the Order is incorrect or misleading;

(b) the information provided in relation to the Number is not compatible with information held by the Customer's Previous Service Provider;

(c) there are overdue amounts outstanding to the Customer's Previous Service Provider. eir Mobile does not warrant or represent that the Move will be completed within a particular timeframe. There may be a period where no Services are available, from either the Customer's Previous Service Provider or from eir Mobile. eir Mobile 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 the Services or services from a Previous Service Provider.

14. Suspension and Termination

- 14.1** eir may terminate or suspend the Services wholly or partially at any time at its option on any of the following grounds:

(a) if the Network requires modification or maintenance or for security reasons or if for technical reasons it is not possible to provide the Services;

(b) any breach by the Customer of these terms and conditions of this Agreement including but not limited to the following

- o if the Customer does not comply with, or eir Mobile in its reasonable opinion considers that the Customer is not complying with, the terms of this Agreement, including without limitation clause 6 or non-payment of any sums due by the Customer (in which case eir Mobile reserve the right to charge for reconnection and/or to require revised payment terms or Advance Payment or Deposit);

- if the Customer is using the Services for commercial resale use;
- if the Customer is using the Services, the Equipment (including the eir Mobile SIM Card) or the Customer 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;
- where eir Mobile reasonably believes that the Customer is unable to comply with payment obligations;
- if, having made reasonable efforts, eir Mobile cannot contact the Customer;
- where eir Mobile is of the reasonable opinion that the Customer has provided false or misleading information on the Order; or
- if the Customer breaches any provision of clause 5 or any provision of the Fair Use Policy.

14.2 The Customer will remain liable for Charges during any period of suspension.

14.3 eir Mobile may terminate this Agreement immediately:

- (a) if the Customer does not rectify the reason underlying the suspension of Services pursuant to clause 14.1 within 30 days of suspension;
- (b) if the Customer fails to pass such credit checks or exceed any credit limit specified by eir Mobile ;
- (c) if the Customer fails to pay any sums due under this Agreement by the due date;
- (d) if the Customer breaches any of the terms of this Agreement or if any information supplied by the Customer to eir Mobile is false or misleading;
- (e) if eir Mobile believe, on reasonable grounds, that the Customer is unable to pay the Charges;
- (f) if eir Mobile receive a valid request to Move the Customer Number from eir Mobile to another Service Provider. The 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;
- (g) if the Customer is adjudicated as bankrupt, become insolvent or make any composition or arrangement with or assignment for the benefit of creditors; or
- (h) if 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.