



eir Mobile Broadband Plans – Standard T&C's

1. The following terms and conditions of the eir Mobile broadband Service plans which are listed below are in addition to the terms and conditions of the eir Mobile service <http://www.eir.ie/termsandconditions/> and all constitute a legally binding agreement between eir Mobile and the customer (“you”/“Customer”).
2. All capitalised terms herein (unless otherwise defined) shall have the meaning given to them in the terms and conditions of the eir Mobile service.
3. In the event of any conflict between the terms and conditions of the eir Mobile service and these terms and conditions, these terms and conditions shall prevail.
4. These terms and conditions apply to the following eir Mobile broadband Service plans (the “eir Mobile Broadband Plans”):
 - (1) eir Mobile Broadband SIM Only
 - (2) eir Mobile Broadband
 - (3) eir Mobile 4G Wireless Broadband
 - (4) eir Mobile 5G Wireless Broadband
5. The eir Mobile Broadband SIM Only plan is subject to a Minimum Period of thirty (30) days.
6. The eir Mobile Broadband plan is subject to a Minimum Period of six (6) months.
7. The eir Mobile 4G Wireless Broadband plan is subject to a Minimum Period of twelve (12) months.
8. The eir Mobile 5G Wireless Broadband plan is subject to a Minimum Period of twelve (12) months.
9. The eir Mobile Broadband Plans are available to new and existing customers of eir Mobile.
10. The fair usage threshold in relation to data usage on the eir Mobile Broadband SIM Only plan is 15GB. Standard data rates apply to usage in excess of the 15GB limit for the eir Mobile Broadband SIM Only plan, see https://www.eir.ie/group/pricing/eir_mobile/for a full list of charges
11. The fair usage threshold in relation to data usage on the eir Mobile Broadband plan is 100GB. Standard data rates apply to usage in excess of the 100GB limit for the eir Mobile Broadband plan, see https://www.eir.ie/group/pricing/eir_mobile/for a full list of charges.



12. The fair usage threshold in relation to data usage is 1TB on the 4G Wireless Broadband Plan. Should your data usage exceed 1TB in a billing cycle and eir Mobile considers that other users are likely to be adversely affected; we reserve the right to limit the data service. eir Mobile continuously monitors network performance to ensure that the service received by the Customer is not impacted through a minority of users placing high demand on network resources (e.g. large bandwidths over long periods).
13. The fair usage threshold in relation to data usage is 1TB on the eir Mobile 5G Wireless Broadband Plan. Should your data usage exceed 1TB in a billing cycle and eir Mobile considers that other users are likely to be adversely affected; we reserve the right to limit the data service. eir Mobile continuously monitors network performance to ensure that the service received by the Customer is not impacted through a minority of users placing high demand on network resources (e.g. large bandwidths over long periods).
14. Customers can use their domestic data allowance in the Republic of Ireland and also in the EU (within the EEA zone countries) subject to fair use. To see the fair use limit applied to the Plans and all out of bundle rates please visit [eir.ie/pricing](https://www.eir.ie/pricing). No carryover of unused allowance is permitted. EEA roaming fair use allowance is calculated in line with Regulation (EU) No 531/2012 (as amended) and data wholesale roaming price caps. Where the domestic data allowance has not been fully consumed but the fair use allowance has been fully consumed, a surcharge rate as set out at <https://www.eir.ie/mobile/broadband> will apply until the domestic allowance has been fully consumed. Standard domestic rates apply thereafter, see https://www.eir.ie/group/pricing/eir_mobile/ for further information.
15. Data is restricted to personal use only. eir Mobile reserves the right to withdraw or terminate this service without notice should eir Mobile reasonably believe, at its sole discretion, that the service is being used for commercial purposes.
16. All existing eir Mobile Broadband Customers who are currently on an existing eir Mobile Broadband plan and who wish to avail of one of the eir Mobile Broadband Plans must have paid their account up to date and have completed the full term of their Mobile broadband contract, before they can avail of one of the eir Mobile Broadband Plans. Customers who are in contract can avail of the eir Mobile Broadband Plans where the Customer is moving to a one of the eir Mobile Broadband Plans which is of equal or greater cost than that of their current plan.
17. 4G Service data services are available under the eir Mobile Broadband Plans. Customers must be using a 4G compatible device and a 4G SIM. If you are in a 4G compatible region, 4G speeds may vary depending on the number of other people using the network at once. As with existing mobile phone services, coverage can change in tunnels, dips, cuttings, mountains and wooded areas. When operating the service in a location where 4G service is not available, 3G or 2G service will be provided to Customers.



18. 5G Service data services are available under the eir Mobile 5G Broadband Plan. Customers must be using a 5G compatible device and a 5G SIM. If you are in a 5G compatible region, 5G speeds may vary depending on the number of other people using the network at once. As with existing mobile phone services, coverage can change in tunnels, dips, cuttings, mountains and wooded areas. When operating the service in a location where 5G service is not available, 4G, 3G or 2G service will be provided to Customers.
19. Usage and certain other information (including eir Mobile account information) relating to multiple persons receiving products and/or services from eir Mobile or any eir Group Company under the same account (“Connected Parties”) will be visible within the “my eir” profile(s) to which that account is linked. “my eir” users and Connected Parties must therefore note that in such circumstances they can have no expectation of privacy as between “my eir” users and Connected Parties with regard to any aspect of their account(s) and they hereby expressly consent to the disclosure of their account information (including data, talk, webtext or SMS text usage of others on their account) to all other users linked with the relevant “my eir” account. Please also note that all bills issued in an itemized form will contain call records of all users on the account.
20. From 12th May 2022 eir Mobile will provide you with certain eir equipment (including a router) for the eir Mobile 4G Wireless Broadband plan and the eir Mobile 5G Wireless broadband plan so that you can receive the service (“eir Equipment”). You agree that all eir Equipment supplied by eir Mobile to you shall at all times be and remain as between eir Mobile and you the exclusive property of eir Mobile.
21. All eir Equipment orders are subject to availability, eir Mobile is not liable to you for any delay in making deliveries.
22. You shall keep, maintain and insure the eir Equipment in good condition and in accordance with the eir Mobile’s instructions as notified in writing to you from time to time and you shall not dispose or use the eir Equipment other than in accordance with eir Mobile’s written instructions or authorisation.
23. You must not use the eir Equipment for any other purpose and must comply with all manufacturers’ instructions and any reasonable instructions that eir Mobile may give you regarding the use of the eir Equipment.
24. You shall be liable to eir Mobile for any loss of or damage to the eir Equipment, except where the loss or damage is due to fair wear and tear or is caused by eir Mobile or any person acting on eir Mobile’s behalf.
25. Upon expiry, termination or cancellation of this agreement you shall within thirty (30) days return the eir Equipment to us. In the event you do not return the eir Equipment to eir Mobile, you shall be charged by eir Mobile and shall pay to eir Mobile such sum as is set out in the eir Price List (available at www.eir.ie/group/pricing) being the charge payable in respect of the non-return of any such eir Equipment.



26. Except as expressly provided in these terms and conditions, all conditions, terms, warranties and representations whether express or implied by law in relation to the eir Mobile Broadband Plans are excluded to the fullest extent permitted by the applicable law.

27. eir Mobile shall not be liable for any loss or damage, direct or indirect, howsoever arising from the eir Mobile Broadband Plans or for termination, withdrawal or amending the eir Mobile Broadband Plans.

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