eir General Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 "Affiliate" means any subsidiary or holding company of eir as those terms are defined in Section 7 and Section 8 of the Companies Act 2014, or such subsidiary or holding company of which eir directs or causes the direction of the management or policies.

1.2 "Agreement for Service" means an agreement, whether contained in one or more documents or in information in any form, made, or deemed to have been made, whether orally or otherwise, between eir and a person, relating to the provision of a Service and, for the avoidance of doubt, where a Service has been provided to a person, such a person shall be deemed to have made an agreement with the company.

1.3 "Applicable Data Protection Law" means:

(a) the Irish Data Protection Acts 1988 to 2018;

(b) the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011;

(c) the EU ePrivacy Directive 2002/58/EC (as amended) (the "ePrivacy Directive");

(d) the General Data Protection Regulation (Regulation (EU) 2016/679 (the "GDPR"); and

(e) any successor or replacement to the laws set out above (including, when they come into force, and the successor to the ePrivacy Directive).

1.4 "Authorisation" has the meaning given to it in the European Union (Electronic Communications Code) Regulations 2022 (S.I. No. 444/2022).

1.5 "Charges" means the fees payable to eir in respect of the Services.

1.6 "Code of Practice" means eir's code of practice for dealing with customer complaints as referenced here.

1.7 "ComReg" means the Commission for Communications Regulation in Ireland.

1.8 "Customer" or "You" means the person who enters into a contract with eir for a Service.

1.9 "eir" means eircom Limited, Registered as a Branch in Ireland Number 907674, Incorporated in Jersey, Number 116389. Branch Address: 2 Heuston South Quarter, Saint John's Road West, Dublin 8, D08 Y42N, Ireland.

1.10 "Emergency" means any event likely to give rise to a risk to persons or property.

1.11 "Equipment" means any telecommunications equipment and replacement parts supplied to the Customer by eir in connection with the provision of Service to the Customer including but not limited to any modem or cable.

1.12 "Exchange" means in relation to any Service switching equipment and apparatus which forms part of the eir system for provision of that Service and, where the context so admits or requires, includes the building or part of the building or other external covering housing such apparatus.

1.13 "General Authorisation" means the General Authorisation granted to eir by ComReg pursuant to the Authorisation.

1.14 "General Terms and Conditions" means these terms and conditions.

1.15 "Initial Period" means twelve (12) calendar months from the date Service is first provided, unless otherwise stated in an Agreement for Service.

1.16 "Other Network Operators" means any other operator authorised to provide electronic communications services.

1.17 "Premises" means the place or location at which eir provides Services to a Customer which may include a vehicle or vessel.

1.18 "Price List" means the listing of eir's prices for Services published on our pricing page.

1.19 "Privacy Policy" means eir's privacy policy set at out in our privacy centre.

1.20 "Private Payphone" means a telephone, other than a public telephone, to which a telephone customer has connected or allowed to be connected a receptacle for coins or a device for recording other means of payment.

1.21 "Service" means any telecommunications service or facility provided by eir which is expressly stated to be subject to these General Terms and Conditions and, where the context requires it, any ancillary service or facility to such Service and "Services" shall be construed accordingly.

2. GENERAL

2.1 Unless otherwise stated, these General Terms and Conditions apply to all Services provided by eir. Together with a signed and completed Agreement for Service, or use by You of the Service, and any applicable service specific terms and conditions, tariff plan, promotion or Service options which are stated to form part of the Agreement for Service, these General Terms and Conditions constitute a legally binding agreement between eir and You which will be effective from the time eir installs the Service. By signing an Agreement for Service, You confirm that the details contained in it and relating to You are accurate and that You also accept these General Terms and Conditions. Use of the Service, whether by You or by a person acting on your behalf, with or without your authority will be deemed to constitute an acceptance of these General Terms and Conditions and any other applicable terms and conditions of that particular Service.

2.2 Unless otherwise stated in the Agreement for Service, no minimum quality of service is guaranteed for a Service.

2.3 The Agreement for Service is personal to You. You may not assign or transfer the Agreement for Service to another person without eir's prior written consent. You may with the consent of eir transfer your Agreement for Service to another Customer, who is willing to accept responsibility for all of your obligations under the Agreement for Service. If your Agreement for Service has been transferred to another Customer under the provisions of this clause, eir will refund to You any rental payments made by You for any period after the date on which the other Customer referred to above has assumed responsibility for the Service.

2.4 Where a Customer or applicant for telephone service requests eir to provide Service to any house or Premises or part of a house or Premises, it shall be reasonable for eir to request such Customer to provide evidence of the Customer's or applicant's entitlement to occupy that house or Premises.

2.5 Where an application is made for Service, eir shall be entitled to request such evidence as it considers satisfactory as to:-

(a) the authority of the applicant to seek service in the name of the Customer or proposed Customer; and

(b) any matter which eir considers material to the credit worthiness of the Customer or proposed Customer.

2.6 Acceptance of Orders

The information displayed online or provided by eir sales agents including prices, does not constitute an offer but rather an invitation to treat. All orders for Service by You shall be deemed to be an offer and are subject to acceptance by eir which shall occur upon installation or electronic enablement of the Service. Use of the Service by You shall also be unequivocal acceptance by You of these General Terms and Conditions.

2.7 If the Agreement for Service is being entered into by or on behalf of a business or not-for-profit organisation, the Customer in such circumstances agrees (unless otherwise advised in the Agreement for Service) to waive the provisions of paragraphs (1), (7) and (10) of Regulation 87 of the European Union (European Electronic Communications Code) Regulations 2022 (S.I. No. 444/2022) which relate to the provision of a contract summary, contract information and a facility to monitor usage and to be notified when a service included in your plan is fully consumed.

2.8 Any reference to any legislative act or provision will, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted or replaced. Should any part of this Agreement be in conflict with any legislative act or provision, the legislative act or provision shall take precedence and all other provisions of this Agreement shall remain in force.

3. RESTRICTIONS ON USE OF ANY SERVICE OR EQUIPMENT PROVIDED BY EIR

3.1 You shall not use any Service or Equipment:

3.1.1 to transmit any indecent or obscene messages, whether addressed to eir personnel or otherwise;

3.1.2 to make nuisance calls, or any calls for the purposes of causing annoyance, inconvenience or needless anxiety to any person;

3.1.3 to transmit messages which You know to be false, for the purposes of causing annoyance, inconvenience or needless anxiety to any person;

3.1.4 in any manner which in the reasonable opinion of eir may adversely affect the use of any other Service offered by eir;

3.1.5 in any manner contrary to any reasonable instructions given by eir in relation to proper network management;

3.1.6 for the resale by the Customer of any Service otherwise than in accordance with any instructions given from time to time by ComReg or any other competent government regulatory authority;

3.1.7 in breach of any acceptable usage policy as published on any eir web site from time to time;

3.1.8 for the processing of any automated personal data contrary to the provisions of the Applicable Data Protection Law;

3.1.9 in any manner which in the reasonable opinion of eir makes abnormal demands on the Service or on eir's network or facility from a single connection;

3.1.10 for the infringement of any trade secrets or intellectual property rights of a third party;

3.1.11 to induce other members of the public to simultaneously call or attempt to call a specified telecommunications line, where there is in the reasonable opinion of eir a danger that telecommunications services offered by eir may be adversely affected by congestion.

3.2 You shall:

3.2.1 ensure that all hardware, software and equipment used by You to access the Service is maintained in good working order;

3.2.2 comply with any reasonable instruction given by eir in relation to the use of the Service;

3.2.3 agree to inform eir in writing or in such other form as reasonably required by eir, if You terminate the Service.

4. NUMBERS

4.1 Customers shall have no proprietary interest in any telephone number, FreeFone 1800 number, 0818 number, FreeFone Name, terminating number, network user identity, network user address or any other name, code or number whatsoever allocated by eir from time to time to a Customer for use in connection with any telecommunications service.

4.2 eir may, from time to time, at its discretion alter or replace the Exchange serving a Customer, alter or withdraw the Customer's telephone number, FreeFone 1800 number, 0818 number, FreeFone

Name, terminating number, network user identity, network user address or any other name, code or number whatsoever allocated by eir from time to time to a Customer for use in connection with any telecommunications service.

4.3 If a Customer requests a change in any telephone number, FreeFone 1800 number, 0818 number, FreeFone Name, terminating number, network user identity, network user address or any other name, code or number whatsoever allocated by eir, eir may at its absolute discretion change or alter such name, code or number. eir may charge the Customer the reasonable costs it incurs in changing any such name, code or number.

5. EIR'S RIGHTS IN RESPECT OF SERVICE OR EQUIPMENT

5.1 eir may use any telecommunications line used by You to provide Services to other Customers including the carrying of electrical currents over the lines at different frequencies to those used to provide the Service to You.

5.2 eir may stipulate a maximum usage which may be made of any Service by a particular Customer or any class or group of Customers.

5.3 eir may suspend Service to any person if requested to do so by ComReg or any other legally authorised body.

5.4 eir may in the event of war or proclamation of emergency cease summarily provision of the Service to any Customer or to Customers generally.

5.5 eir will not be obliged to pay any refund or compensation to You if it invokes any of its rights under this clause.

5.6 eir's exercise of any of its rights under this clause will be without prejudice to, and in addition to, any of its other rights or remedies whether under contract or otherwise.

5.7 eir may from time to time demand a declaration from a Customer that it is not in any way in contravention of the provisions of this clause.

5.8 eir may, if for technical reasons it deems it necessary or expedient to do so, enter agreements with two or more persons to provide Service at their respective Premises by means of a common telecommunications line for all or part of the route between their respective Premises and to the Exchange to which the lines are connected. These General Terms and Conditions shall apply to such a connection.

6. CHARGES

6.1 In consideration of provision of the Services, You will pay eir the Charges specified in the Price List applicable from time to time. Full details of all of eir's prices can be obtained by consulting the eir Price List or by contacting FreeFone 1901 (Residential Customers), or FreeFone 1800 255 255 (eir Business Customers).

6.2 eir will be entitled to commence charging from the date of first provision of Service to You and will charge proportionately in respect of the period between the first provision of the Service and the first day of the next period in respect of which an account would ordinarily be issued.

6.3 The distance between two points for the purpose of computing a Charge for the use of a Service will be measured in accordance with the route taken between the two points.

6.4 Payment of Security

eir may, where it deems it appropriate, in the interests of proper credit management require security or advance payment in respect of any money, fee or Charge payable by a Customer in respect of any Service.

6.4.1 As and from the 1 July 2013, new Customers will be required to pay their bills by direct debit and to remain on direct debit for a period of time consistent with the payment of three bills, (the "Direct Debit Period").

6.4.2 At the expiry of the Direct Debit Period, the Customer shall be free to pay their bills by any of the other payment methods prescribed in clause 7.6.1.

6.5 Value Added Tax

Customers must pay to eir in addition to any sum properly payable by a Customer in respect of any Service the appropriate amount of any value added tax or similar tax as may be levied by any competent government authority.

6.6 Duration of Telephone Calls for purpose of charging

6.6.1 For the purposes of charging, for the avoidance of doubt, the duration of a telephone call is calculated from the instant the call is answered whether by the called party or otherwise.

6.6.2 eir may increase or reduce any Charges by notice in accordance with the provisions of the Agreement for Service.

6.6.3 In respect of calls made by Customers to customers of Other Network Operators, the duration of the call for charging purposes may be calculated from the instant of connection to the Other Network Operator's Network, regardless of whether

the call is answered or not.

6.6.4 Classification of telephone groups: eir shall classify telephone Exchanges into groups and shall determine in relation to each telephone group:

(a) what telephone groups, if any, are to be regarded as adjacent to it; and

(b) the point (referred to as the "group centre") which is to be used for measuring distances for the purpose of charging for telephone calls.

6.6.5 Particulars of call: eir may supply particulars of the duration of or Charge for a completed call (excluding a Customer dialed call) or of both such duration or Charge at the request of a Customer and there shall be charged to and paid by the Customer in respect of each call of which such particulars are supplied the Charge specified in the price list, which is appropriate to the call.

6.6.6 Payment for Customer dialed local calls: In respect of every Customer dialed local call there shall be charged to and paid by the telephone Customer whichever of the Charges specified in the Price List as is appropriate to such telephone call.

6.7 Payment for Customer dialed calls
In respect of every Customer dialed trunk call made from a telephone exchange line there shall be charged to and paid by the telephone Customer a Charge as specified in the Price List.

6.8 eir may, from time to time, by notice allow any discounts in respect of any Services or groups or bundles of Services due from Customers under the Agreement for Service or in respect of any other telecommunications service. Such discounts shall take effect on the date specified.

6.9 Annual Price Increase

6.9.1 CPI Increase: Agreements for Service entered into between 12 May 2022 and 5 February 2025 will be subject to an annual price increase from April of each year, with the first annual price increase taking effect from April 2023. This annual price increase will be applied from your April bill. This means your monthly Charge will increase by no more than an amount equal to your then undiscounted monthly Charge multiplied by the annual Consumer Price Index rate (i.e. the % annual change in the preceding December) published by the Central Statistics Office in January of each year (the "CPI Rate") plus an

additional 3% to reflect ongoing investments eir makes in its network, products and services. In the event that the CPI Rate is negative, then no CPI amount is applicable but the additional 3% will still apply. eir will publish the total applicable percentage increase in February of each year in the relevant annual price increase section of the eir Price List on the eir website.

6.9.2 Set Annual Price Increase: Agreements for Service entered into on or after 6 February 2025 will be subject to a set annual price increase from April of each year (the "Set Annual Price Increase"), with the first annual price increase to take effect from April 2025. This will be applied to the Customer's April bill. This will increase your monthly Charge by a set monetary amount for your Service. The dedicated pricing section on the eir website sets out the Set Annual Price Increase that applies to each Service in your Agreement(s) along with providing further details. For the avoidance of doubt, the CPI linked annual price increase as set out in clause 6.9.1 above will not apply to Agreements for Services entered on or after 6 February 2025.

6.9.3 Where the Customer purchases more than one Service from eir and each is subject to an annual price increase the amount of the price increase is calculated on each Service separately. Agreements for Service entered into in the month of March of each year will not be subject to the annual price increase until April in the following year (e.g. a Customer that signs up to an Agreement for Service in March 2025 will not be subject to the annual price increase until April 2026).

6.9.4 For the avoidance of doubt, any annual price increase to your monthly Charge under this clause 6.9 shall not constitute a variation or a change to your Agreement for Service and will not give the Customer the right to terminate this Agreement for Service without penalty.

7. BILLING FOR SERVICES

7.1 Bills shall be issued to Customers at monthly or bi-monthly intervals according to Customers' preferences. Amounts due for call Charges shall be billed in arrears and amounts due for line rental will be billed in advance. Any Charges not to hand when a bill is being prepared will be included in a later bill.

7.2 Bills for Services shall be issued by post or may, at the option of the Customer, be issued electronically.

7.3 Bills for Services shall contain at a minimum the following particulars

7.3.1 the number of calls made;

7.3.2 Charges for those calls.

7.4 If the Customer requests it, eir shall provide further particulars of the number of calls made, or the number of calls of any particular type made, or particulars of the individual Charges in respect of such calls.

7.5 Payment Date

7.5.1 All sums due from the Customer in respect of the Service shall become due for payment by the Customer on the date specified in any bill issued for payment for the particular Service.

7.5.2 Unless otherwise agreed, or unless eir decides otherwise, payment shall be due within fourteen (14) days of the date of issue of the bill for any particular Service. If you are a new, upgrading or re-contracting Customer on or after 12 May 2022 unless otherwise agreed, or unless eir decides otherwise, payment shall be due within seven (7) days of the date of issue of the bill for any particular Service.

7.5.3 eir reserves the right to demand payment by such time and by such method as it deems appropriate, in respect of any particular Customer or in respect of any particular class of Service.

7.6 Choice of Payment Methods

7.6.1 Customers for Services will be allowed to select their preferred payment method in respect of the particular Service from eir payment options in respect of that particular Service. The current payment options are displayed on www.eir.ie and are also listed below:-

(a) Direct Debit - which may either be set up on your credit card or debit card, or bank account;

(b) By Post – cheques with bill stub should be sent to eircom Limited t/a eir, P.O Box 43, Kilrush Co. Clare or such other address as eir may specify from time to time;

(c) At any Post Office, Bank or retail premises offering eir bill payment facilities;

(d) Internet – payment may be made on the eir website or An Post web site where the Customer has pre-registered on

this site;

(e) Electronic Banking - Payment by way of direct transfer of funds from Customer bank account to eir bank account using the bank's electronic payment options including ATM, online and telephone banking.

7.7 Set off and Interest

7.7.1 eir has the right to deduct any sum due and payable by a Customer under the Agreement for Service from any sum which eir may owe the Customer under any other contract for the provision of any other services provided by the Customer to eir.

7.7.2 If any sum due to eir is in arrears for in excess of twenty-one (21) calendar days, eir without prejudice to any other rights it may have under the Agreement for Service, charge interest on this sum at a rate equal to the A Rate for overdrafts charged for the time being by Allied Irish Banks calculated on a daily recurring basis commencing from the due date.

7.8 Dishonoured Payments

Where a Customer pays for a Service by cheque and the cheque is returned "Refer to Drawer" or otherwise unpaid to eir, then eir may recover as a simple contract debt not alone the amount of the cheque but also any other legal costs, fees or expenses eir incurs in seeking to recover the debt.

7.9 Disputed Accounts

If You wish to dispute any account, bill, fee, Charge, security or advance payment under the Agreement for Service You:-

7.9.1 should raise your dispute in the manner set out in the Code of Practice.

7.9.2 In respect of all disputed accounts, eir will deal with all such disputes in accordance with its Code of Practice. In line with the Code of Practice eir will acknowledge all such disputes within two (2) working days.

7.10 Remedies for Unpaid Accounts

7.10.1 Suspension of Accounts

Where a Customer's Charges are unpaid after fourteen days of the date of issue of the initial demand for payment, then eir shall have the right, without prejudice to any other rights or remedies available to it under the Agreement for Service or otherwise, to suspend the provision of any Services and related services provided by eir to the Customer under the Agreement for Service. If the Services are suspended by eir under this clause, and if eir agrees to restore Service then it shall be entitled to

charge an appropriate fee for the restoration of the Service.

7.10.2 Termination of Service by eir

eir shall have the right to terminate a Service where:-

(a) the Customer fails to pay any Charges due in respect of any Service provided under the Agreement for Service for a period in excess of twenty one (21) days; or

(b) the Customer has failed to pay any security or advance payment as required by eir in respect of any Charges due under the Agreement for Service; or

(c) the maximum usage allowed is exceeded by the Customer either by calls or by network capacity; or

(d) the Customer is adjudged bankrupt or becomes insolvent or makes any composition or arrangement with its creditors or suffers a distress or execution to be levied on any of the Customer's assets or premises; or

(e) the Customer is a body corporate, should any meeting of its creditors be called pursuant to Section 587 of the Companies Act 2014 or any amendment or re- enactment thereof, or should it enter into any liquidation or have a receiver or examiner appointed over its assets; or have a provisional liquidator appointed or should a petition for its winding up be advertised or presented or should a petition for the appointment of an examiner be advertised or presented.

7.10.3 Customer Termination of an Account

7.10.3.1 If a Customer terminates an account within an Initial Period, eir shall without prejudice to its rights to treat the termination as a breach or repudiation of the Agreement for Service, agree to accept such termination provided notice of this termination is addressed to eir. In such circumstances, the Customer shall be liable for, and agrees to pay to eir, the sum amounting to the balance of the line rental due and for the Services for the Initial Period as set out on the eir website.

7.10.3.2 A Customer may terminate an account after the Initial Period by giving eir one (1) month's notice in writing. eir agrees to accept termination of a Customer's account after the Initial Period without the need for one (1) month's notice provided the Customer pays to eir a termination charge of one (1) month's rental in lieu of notice. After the Initial Period

Customers who wish to terminate an account for the purposes of changing service provider will not have to pay a termination charge.

7.10.3.3 In accordance with the Consumer Rights Act 2022 You have the right to cancel your contract i.e. the Agreement for Service with eir without giving a reason within fourteen (14) calendar days of the date of conclusion of your Agreement for Service if You ordered online or over the phone; or within thirty (30) calendar days of the date of conclusion of your Agreement for Service if You ordered via a door-to-door sales agent. This right of cancellation does not apply where You have entered into the Agreement for Service in an eir retail store. For further information see the terms and conditions section of eir's website. You may exercise this right by contacting us by phone on 1901 or by providing us with any unequivocal written statement to this effect or by using the model cancellation form displayed on the terms and conditions section of eir's website. If You wish to cancel your Agreement for Service as set out above, You must return any Equipment (to include any chargers or ancillary equipment supplied) to us within fourteen (14) days of the date You provided us with notice that you wish to cancel the Agreement for Service.

7.10.4 On termination of the Agreement for Service for any reason:

(a) the Customer shall immediately pay to eir all of eir's outstanding unpaid invoices and, in respect of all Services supplied but for which no invoice has been submitted, eir may submit an invoice, which shall be payable on receipt.

(b) the Customer shall within fourteen (14) days return all of eir's Equipment. Until the Equipment has been returned; the Customer shall be solely responsible for the safe keeping of such Equipment.

(c) the Customer may terminate this account without charge by serving notice in writing prior to the date of any implementation of any changes notified by eir under the Agreement for Service which result in any modification in the conditions of the Agreement for Service. This right to exit will apply except if the

change(s) to the Agreement for Service is (1) exclusively to the Customer's benefit, (2) are of a purely administrative nature and have no negative effect on the Customer or (3) are directly imposed by European Union or national law. The Customer shall be deemed to have accepted any implemented changes by continuing to use the Service.

(d) in the event that the Customer does not return the Equipment within fourteen (14) days, eir shall have the right to charge the Customer for the cost of the Equipment.

8. ACCESS TO CUSTOMER PREMISES

8.1 You will provide eir with whatever access to your Premises it reasonably requires from time to time in order to maintain or upgrade our Equipment. We will provide You with advance notice, except for the case of any Emergency.

8.2 You agree that You will try to get permission from somebody else if we have to cross their land or put Equipment on their Premises. You agree that You will give eir whatever reasonable access is required to place or maintain Equipment on your Premises in order to provide Service to other Customers.

8.3 You agree that the method of provision of Service is entirely at eir's discretion and that You will provide us with all necessary access facilities for the completion of the work and for the continuing and on- going provision of the Service.

8.4 You agree that eir may, if it thinks fit and at the request of the Customer, make any alteration to its Equipment which is within the boundaries of the Customer Premises. Any such alteration shall be at the expense of the Customer. You agree that if eir is unable to obtain any access rights, wayleaves or permissions as may be required over your property or if You fail to provide eir with any such access rights, it may not be possible for eir to continue to provide Service and that in such a case it may be necessary for eir to suspend or terminate the Service until such time as it is in a position to obtain the necessary access rights, wayleaves or permissions. You agree that You are responsible for the safety and security of all eir Equipment provided under the Agreement for Service and that if any such Equipment is damaged or lost while in your care, fair wear and tear excepted, that You will be liable to pay eir for the replacement cost of any such Equipment.

8.5 You agree all Equipment supplied by eir to the Customer shall at all times be and remain as between eir and the Customer the exclusive property of eir, but shall be held by You in safe custody at your own risk and maintained and kept in good condition by You until returned to eir, and shall not be disposed of or used otherwise than in accordance with eir's written instructions and authorisation.

8.6 You agree that as between You and eir, all intellectual property rights and all other rights in the Services, the Equipment and the software shall be owned by eir. eir grants to the Customer a non exclusive, personal non transferable, non assignable, revocable license to use the software in executable form only and solely for the purpose of receipt of the Services. To the maximum extent permissible by law, the Customer shall not copy, lease, lend, rent, modify, reverse engineer, decompile, disassemble or create derivative works of the software.

8.7 You agree that eir may need from time to time to alter, modify or replace the Equipment and that it may be necessary to access the Premises in order to do so. You agree to give eir whatever access it requires to exercise its rights under this clause.

8.8 You agree that from time to time it may be necessary to temporarily suspend the provision of the Service during periods of repair, essential maintenance or alteration or improvement to eir's telecommunications network or otherwise in accordance with law. Where possible eir will give You advance notice prior to such suspension of the Service and eir shall restore the Service as soon as possible after such suspension.

8.9 In the event that You request the alteration of any telecommunications lines, fixtures or accessories on your Premises in order to provide Service either to You or to another Customer; eir will carry out the alteration at your expense; and You agree to promptly pay eir's certified costs of alteration in advance of any such alteration works being carried out.

8.10 You agree that eir may from time to time at its discretion require to alter the position of the telecommunications line, Equipment, fixtures and accessories on your Premises for the purposes of the provision of Service, and that the reasonable cost of any such alteration will be borne by You.

8.11 Connection of a Private Payphone

Where a Customer connects or allows the connection of a Private Payphone and adjusts this Private Payphone so as to impose call Charges which are different to those imposed by eir, then the Customer must prominently display a notice (i) advising callers that these Charges are different to those of eir (ii) indicating the amount of the Charges.

8.12 Configuration of a network Link

eir configures its network in such a manner as to minimise the risk of filling or overfilling a network link. In the unlikely event that a network link may become overfilled, eir will take appropriate technical measures to manage certain traffic flows. eir will take all reasonably appropriate measures to ensure that impacts on customers' service quality are minimised.

9. EXTERNAL THREATS TO EIR NETWORK

In response to any incident or external threat to its network, eir may intervene, by means of filtering, blocking, or rate-limiting certain traffic flows to control the operation of the network which may result in a degradation of the quality of the Service.

10. LIMITATION OF LIABILITY

10.1 General Exclusion of Liability:

10.1.1 eir will not be liable under any circumstances for any indirect, special or consequential losses, corruption or destruction of data, loss of business revenue or profits, anticipated savings or wasted expenditure or for any financial losses whatever.

10.1.2 Nothing in this clause shall be deemed in any way to exclude or limit any liability which eir may have to You which may not be properly excluded by law. In particular nothing shall exclude or limit any liability which eir may have to You under Article 82 of the GDPR or Section 2 of the Liability for Defective Products Act 1991.

10.1.3 Without prejudice to what is stated above, eir insofar as it is permissible by law, shall not be liable for any failure on the part of eir to perform any obligation under any agreement or these General Terms and Conditions or for any failure, interruption or delay in providing or maintaining a Service or for any injury, loss or damage suffered as a result of:

10.1.3.1 acts of God, lightning, electric voltages and currents affecting a telecommunications line or fixtures and accessories or Customer equipment or otherwise, fires, floods, storms or other catastrophes;

10.1.3.2 Government control, restrictions or prohibitions;

10.1.3.3 any other act or omission of any public authority, including Government, whether local, national, international or supranational;

10.1.3.4 the act or default of any supplier, agent or other person;

10.1.3.5 strikes, trade disputes, work stoppages or labour disputes or difficulties, whether or not within eir;

10.1.3.6 any other cause whatsoever, where such other cause is beyond the reasonable control of eir.

10.2 eir, in so far as it is permissible by law, shall not be liable for:

10.2.1 libel, slander or infringement of copyright or trade secrets arising from or in connection with the transmission of messages by means of Services provided by the company;

10.2.2 infringement of patents or trade secrets arising from the combination or use of a Service with facilities, apparatus, equipment or services of a Customer or any other person.

10.2.3 any claim arising out of any act or omission of a Customer, a Customer's servants or agents;

10.2.4 unlawful or unauthorised use of telecommunications services or telecommunications lines or fixtures and accessories of eir;

10.2.5 any claim arising out of a breach in the privacy or security of messages transmitted by means of a Service provided by eir unless such breach results from a willful act or omission of eir its employees or agents;

10.2.6 any claim arising in relation to the provision, maintenance or use of telecommunications lines, channels, equipment, networks or services other than those of eir;

10.2.7 any claim arising in relation to the non-availability or non-performance of a space satellite system or submarine or terrestrial cable and any related facilities used for the provision of a telecommunications service;

10.2.8 any claim arising out of any alteration, replacement or modification of telecommunications lines, channels, equipment, networks or services that renders any Customer equipment obsolete or which necessitates modification or alteration of such equipment or otherwise affects the use or performance of such equipment; and

10.2.9 any claim arising out of or resulting from the quality of, fitness for purpose of, compliance with the description of, or compliance with a sample of goods supplied by letting to a Customer or

other person by eir under any agreement or otherwise unless the Customer "deals as a consumer" within the meaning of the Consumer Rights Act 2022.

10.3 Except as provided in clause 8.5, and without prejudice to this clause 10.3 eir shall not be liable in contract, tort or otherwise, for any loss, injury or damage, other than death or personal injury as a direct result of the negligence of eir, arising directly or indirectly from:-

10.3.1 any act, omission, error, default, failure or delay in respect of the provision, installation, operation, maintenance, use or termination of a telecommunications service;

10.3.2 any failure of a telecommunications service; or

10.3.3 any failure of, or defect in, anything provided as part of or in association with a telecommunications service.

11. DATA PROTECTION

11.1 For the purposes of this clause, "eir" shall mean eir and its Affiliates. Within this clause "Consent", "Data Controller", "Data Subject", "Personal Data" and "Processing" shall have the same meanings as in the Applicable Data Protection Law and "Processed" and "Process" shall be construed in accordance with the definition of "Processing".

11.2 In order for eir to provide the Services to the Customer it is necessary for eir to collect and Process Customer Personal Data. Pursuant to the provisions of the Applicable Data Protection Law eir is a Data Controller of the Customer's Personal Data for the purposes of the Agreement for Service. All Personal Data about the Customer which eir Processes pursuant to the Agreement for Service will be Processed and maintained in accordance with eir's obligations under the Applicable Data Protection Law.

11.3 In respect of the Processing of Personal Data by eir under or in connection with the Agreement for Service eir shall:

11.3.1 only Process Personal Data to the extent required to provide the Services to the Customer in accordance with the terms of the Agreement for Service;

11.3.2 save in accordance with the Customer's instructions not otherwise modify, amend or alter the contents of the Personal Data;

11.3.3 comply with its obligations under Article 32 of the GDPR to

implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the Processing undertaken by eir under or in connection with the Agreement for Service;

11.3.4 comply with Applicable Data Protection Law.

11.4 eir will not disclose the Customer's Personal Data, except:

11.4.1 where the Customer has given eir Consent;

11.4.2 where eir is required or permitted to do so by law; or

11.4.3 where necessary for the purposes of the Agreement for Service, to other trusted third party entities ("Processor or Sub-Processor") who provide a service to eir or to the Customer.

11.5 From time to time eir may change the way it uses Customer Personal Data. Where eir believes the Customer may not reasonably expect such changes, eir will obtain the Customer's Consent as required by the Applicable Data Protection Law.

11.6 In accordance with the procedure set out in our privacy centre the Customer has the right at any time to request a copy of the Personal Data eir holds about the Customer.

11.7 Where the Customer asks for any inaccuracies in their Personal Data to be corrected the Customer should contact us on 1901.

11.8 Subject to the Customer's Consent eir shall keep the Customer up to date about eir products and services, special offers and price reductions.

11.9 If You do not wish to be contacted for direct marketing purposes while an eir Customer about eir products and services, special offers and price reductions, You should contact eir by dialling 1901 or log into Your "my eir" account.

11.10 If You do not wish to be contacted by eir post termination of the Agreement for Service You should contact eir by calling 1901 or log into your "my eir" account.

11.11 eir reserves the right to contact the Customer regarding information specific to the Services, including service enhancements, network upgrades, process changes and general information relating to the Services.

11.12 Upon termination of the Agreement for Service and subject to the Customer's preference eir shall, to the extent permitted by applicable law, delete from its key systems the Customer's Personal Data and any

copies of it or of the information it contains. The provisions of this clause shall not apply to the extent that eir is obliged by applicable law to keep copies of the Personal Data.

11.13 eir may also authorise a Processor and/or Sub-Processor to process your Personal Data where required for the provision of the Services, save that suitable provisions for complying with Applicable Data Protection Law will be in any contract with a Processor and/or Sub-Processor.

11.14 eir may need to transfer Your Personal Data outside the European Economic Area when eir requires a Processor and/or Sub-Processor to work on behalf of eir in order for eir to provide You with the Service.

11.15 Third parties are allowed to use the National Directory Database ("NDD") for direct marketing. eir may place an indicator at the Customer's volition next to the Customer's NDD entry advising third parties that the Customer does not want Customer details to be used for this purpose. If the Customer wants an indicator placed beside the Customer's directory entry, please contact eir by calling 1901. Please note that ex-directory Customers automatically have this indicator. If the Customer is ex directory and wishes to receive calls from third parties, please contact eir by calling 1901 and eir will remove the indicator.

11.16 The information within the eir Online Phonebook which is compiled from the NDD is also passed on to other companies who operate a telephone number information (Directory Enquiry) service.

11.17 During the Customer's application for telephone service:

11.17.1 If the Customer chooses to be Listed, it means that the Customer's details will appear in the eir Online Phonebook and will also be available on Directory Enquiry Services;

11.17.2 If the Customer chooses to be Unlisted it means that the Customer's details will not appear in the eir Online Phonebook but will be available on Directory Enquiry Services;

11.17.3 If the Customer chooses to be Ex-directory it means that the Customer's details will not appear in the eir Online Phonebook, nor will it be available on Directory Enquiry Services. The Customer's information will be automatically flagged for "no marketing telephone calls in the NDD".

11.18 If the Customer has opted to have a no marketing calls indicator set against its telephone number in the NDD, the Customer should not receive marketing calls from companies with which the Customer does not have a commercial or business relationship.

11.19 Usage and certain other information (including eir account information) relating to multiple persons receiving products and/or services from eir

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, web text 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 itemised form will contain call records of all users on the account.

12. NOTICES

12.1 Any notice to be served by eir under the Agreement for Service shall, without limiting the manner in which eir may give notice, be deemed duly given to any person or persons generally as the case may be:

12.1.1 if left at the Customer's Premises or if sent by ordinary post to the address specified in any agreement or other address deemed by eir to be reasonable in the circumstances; or

12.1.2 the notice is addressed to persons generally by advertisement.

12.2 Any account may be rendered by eir under the Agreement for Service deemed to have been duly given if a copy of the account is sent by ordinary post at the address specified in the Agreement or to any other address notified or agreed with the Customer or any other address deemed by eir to be reasonable in the circumstances.

12.3 A notice or account addressed to You may be incorporated with or associated with any other communication from eir.

12.4 A notice or account shall be deemed to be duly given to You on the second day after the day of posting of the notice or account.

12.5 Any changes to these General Terms and Conditions, which are required to be notified to You, will be notified in accordance with the notice provisions at clause 12.1 above.

13. ACCESSIBILITY

13.1 eir is committed to making its Services accessible, in accordance with the European Union (Accessibility Requirements of Products and Services) Regulations 2023. For information on the accessibility features of eir's Services, including 112 SMS, real time text, text relay, directory access, prepay top-up, equipment and plan advice, billing, authorised users, customer care and more, please visit the Accessibility section of our website.