eir Mobile Prepay Simplicity Plan terms and conditions

1. The following terms and conditions of the eir Mobile Prepay Simplicity Plan and associated offers which are listed below (each a "Simplicity Offer") are in addition to the terms and conditions of the eir Mobile service and eir Mobile's Fair Usage Policy ("FUP") available at 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. You agree to accept these Simplicity Plan terms and conditions and the Simplicity Offer (where applicable) terms and conditions each time you top up.

5. Customers can choose to opt-in to one of the Simplicity Offers at https://www.eir.ie/mobile/prepay/

6. Customers may only register for one Simplicity Offer at any one time. Customers acknowledge that the various offers available on eir Mobile's Simplicity Offers are mutually exclusive and that by availing of any one, they shall not, at the same time, be able to avail of the other Simplicity Offers.

7. Customers can switch to any other of the Simplicity Offers by duly opting in to the applicable alternative offer and ensuring that their account is topped-up in accordance with the requirements of such other Simplicity Offer. Customers can switch from one Simplicity Offer to any other Simplicity Offer on Myeir.ie or by texting the relevant key word to 50104. Once the Customer has registered for another Simplicity Offer, the Customer will cease to avail of the benefits associated with the previous Simplicity Offer.

8. Upon opting-in to any different Simplicity Offer, a Customer's entitlement to their existing Simplicity Offer shall automatically cease and the new Simplicity Offer shall be affected after topping-up in accordance with the terms of such offer. You acknowledge that it remains your responsibility to ensure that you are opted-in and you top-up by the correct amount for the applicable Simplicity Offer and Customer error will not be reimbursed by eir Mobile.

9. Once a Customer is registered for the Simplicity Offer, the amount will be deducted from the Customer's account at the start of each fourteen (14) or twenty eight (28) day period.

10. A minimum balance of €10 in respect of the €10 Simplicity Offers and €20 or €30 in respect of the €20 and €30 Simplicity Offers respectively (the "Required Balances") must be available on the account at the start of each fourteen or twenty eight day period to apply the Simplicity Offer for the next fourteen or twenty eight days, otherwise the Customer will be charged at the standard rates. See https://www.eir.ie/group/pricing/eir_mobile for details. The next time the Customer tops up by the Required Balances, the Simplicity Offer is re activated.

11. An automatic text will be sent to Customers the day before the applicable Simplicity Offer expires, reminding Customers to top up to continue to avail of the Simplicity Offer. eir Mobile does not warrant or represent that it shall send such a reminder and it shall not be responsible for any liability incurred by Customers as a result of its failure to do so.

12. The Simplicity Offer expires either fourteen (14) or twenty eight (28) days after purchase. Unused minutes, texts and data allowances cannot be carried over from one period to the next.

13. Unlimited minutes and text allowances where applicable in the Simplicity Offer are subject to a fair usage policy of 3,000 minutes per 14 or 28 day period for calls and 3,000 texts per 28 day period for text messages. Any usage exceeding these limits or calls that exceed the maximum duration of 60 minutes will be charged at standard rates, the details of which can be found at https://www.eir.ie/group/pricing/eir_mobile/

14. The fair usage threshold in relation to data usage is 120GB on €20 and €30 Simplicity Offer plans.

15. Should your data usage exceed 120GB in a 28 day period 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).

16. In order to avail of 5G service under a 5G Simplicity Offer, Customers must be using a 5G compatible handset and a 5G SIM. A list of 5G handsets and applicable prices is as set out on the eir website at www.eir.ie/mobile/prepay/

17. Customers can only avail of 5G service when they are operating the service in areas in which 5G coverage is available. eir Mobile displays a map which gives an indicative guide to those areas where 5G coverage is available and can be accessed by clicking www.eir.ie/mobile/network

18. If you are in 2G/3G/4G/5G compatible regions, 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.

19. Customers should allow a maximum of up to one (1) Business Day after topping up for their applicable Simplicity Offer to take effect.

20. Customers may be asked to power their handsets off or wait 24 hours for the implementation of 3G/4G/5G data speeds following the adoption of their applicable Simplicity Offer.

21. 3G/4G/5G is for mobile phone data use only. 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.

22. The call and text allowances on the Simply eir Mobile Talk Text +100MB Data Simplicity Offer and the call allowance on the Simply eir Mobile Talk + AnyNet Text +1GB Simplicity Offer cannot be used when roaming within the EEA. In the case of other Simplicity offers Customers can use any remaining inclusive Simplicity Offer calls or text services when roaming within the EEA.

23. 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 Simplicity Offers and all out of bundle rates visit https://www.eir.ie/opencms/export/sites/default/.content/pdf/pricing/prepay_pricing.pdf . The Simplicity Offer must be active in order for Customers to use their calls, texts and data whilst roaming in EEA countries. 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/prepay 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.

24. Existing eir Mobile Customers can only avail of the Simplicity Offer if they are on, or move to, the eir Mobile Simplicity Plan; however you acknowledge that you will lose any original discounts or offers under your former eir Mobile plan once you move to the eir Mobile Simplicity Plan or Offer.

25. By signing up to the Simplicity Offer, you consent to eir contacting you by text to notify you of successful or unsuccessful opt-ins, activations, updates and changes in relation to the applicable Simplicity Offer as long as they are eligible and remain on the offer. eir Mobile does not warrant or represent that it shall send such text messages and you acknowledge that it is not bound to do so and that it is your responsibility to ensure you remain eligible for the Simplicity Offer.

26. eir Mobile reserves the right to vary or amend these terms and conditions or withdraw the Simplicity Offer in whole or in part at any time, where in its opinion there is a valid commercial, technical or operational reason, or where you are in breach of any of the terms and conditions the eir Mobile service, the FUP.

27. eir shall not be liable for any loss or damage, direct or indirect, howsoever arising from the Simplicity Offer, its termination, withdrawal or amendment.

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