

## Promotion

- (1) Customers may avail of eircom eSecurity without charge for a period of 3 months
- (2) This offer is available to eircom broadband Customers only
- (3) The Agreement shall be deemed to have commenced when the Customer signs-up for the Facility on the eircom eSecurity-registration system, and it shall remain in full force and effect until terminated.
- (4) At the expiration of the 3 month period eircom eSecurity will continue to be supplied to Eligible Customers at standard terms and conditions including prices, unless specifically terminated by the Eligible Customer by notifying eircom that it no longer wishes to avail of the Service
- (5) All notices given or rendered by the Customer to eircom shall be delivered by hand, by prepaid post or, by facsimile or by email to eircom, 1 Heuston South Quarter St. John's Road, Dublin 8, Ireland - email: [eircom.netcontracts@eircom.net](mailto:eircom.netcontracts@eircom.net)

## Service Terms and Conditions

Symantec Corporation has appointed eircom as a Distributor of its Norton Internet Security Products in Ireland ("the Product") and eircom makes the Product available to its Customers by way of the eircom eSecurity Product (hereinafter "the Facility").

The Facility provides a resource to eircom broadband Customers. eircom Limited hereby agrees to provide the Facility to the Customer subject to the terms and conditions herein contained and eircom's Acceptable Usage Policy.

### 1. Interpretation

"Acceptable Usage Policy" means eircom usage policy as displayed on [www.eircom.net](http://www.eircom.net), as amended from time to time;

"Billing Period" means the period for which eircom bills the Customer for use of its telecommunications services;

"Customer" or "You" means the customer of eircom for telecommunications services, who avails of the Facility pursuant to the provisions of this Agreement

"eircom" means eircom Limited and where the context so admits or requires means "eircom (trading as eircom.net)";

"Facility" means the eircom eSecurity service

## **2. Responsibilities of Customer**

2.1 The Customer agrees to provide details of its billing arrangements with eircom including, inter alia, telephone exchange line number and telephone account number.

2.2 The Customer agrees that the information provided by it pursuant to clause 2.1 above, may be validated from eircom's existing records. Access to the Facility is subject to submission of valid billing information and confirmation of eircom's ability to bill the charges for the Facility on the telephone account issued to the Customer.

2.3 The Customer shall be responsible for ensuring that all systems (networks and PCs) where the Facility will be applied are clean from all known viruses prior to provision of the Facility including, but not limited to, email archives.

2.4 The Facility has a number of security settings, the Customer shall be responsible for choosing and setting its own security levels. In the absence of the Customer choosing its level of security, the default settings shall apply.

2.5 Use of the Facility by the Customer is subject to the Customer's prior acceptance, and continued observance of, Symantec's Software Service License Agreement. The terms of this Symantec License Agreement are available as part of the Facility registration process. Should You have any questions concerning the Symantec Software License Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Customer Service, 555 International Way, Springfield, OR 97477, U.S.A., (ii) Symantec Consumer Support, PO Box 5689, Dublin 15, Ireland, or (iii) Symantec Customer Service, 1 Julius Ave, North Ryde, NSW 2113, Australia.

## **3. Charges and Payment**

3.1 The charges payable for the Facility are as set out on the eircom website [www.eircom.net](http://www.eircom.net). eircom may supplement, alter or vary the charges on giving to the Customer at least twenty-one (21) days prior notice. Customer agrees that changes to the charges on the eircom website shall be sufficient notice for the purpose of this Clause 3.1.

3.2 All charges relating to the Facility are billed on the Customer's eircom account. Bills for the Facility are issued in the manner and at such times as bills for telecommunications services provided by eircom to the Customer are billed and the Customer agrees to pay the charges in accordance with, and to be bound by, eircom Credit Control policies

and procedures.

3.3 Where the eircom can no longer bill the Customer for the Facility on its telephone service account, the Customer will not be able to receive the service any longer and it will be ceased.

## **4. Security And Confidentiality**

4.1 The Customer acknowledges that eircom employees and representatives may gain access to the Customer's data in the course of providing the Facility to the Customer. eircom will protect from unauthorised disclosure or access the Customer data in its possession to which its employees or representatives gain access by using the same degree of care that eircom takes to protect its own data of a similar nature. However, this obligation will not apply to the Customer data which is or becomes publicly available without fault on the part of eircom, is already in eircom possession and subject to its own security and confidentiality provisions prior to the time eircom gains access to the data under this Agreement, is independently developed by eircom or is rightfully obtained from third parties, without breach of confidentiality.

4.2 Each party shall treat as confidential all information obtained from the other pursuant to this Agreement and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent, provided however that this clause shall not extend to information rightfully in the possession of such party prior to entering into this Agreement, which is already public knowledge or will become so at a future date (otherwise that as a result of a breach of this clause) or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this clause. The foregoing obligations as to confidentiality shall survive any termination of this Agreement and shall subsist for three (3) years after its termination.

4.3 The security and confidentiality obligations of the parties under this clause are subject to the provisions of the Data Protection Acts, 1988 and 2003, as amended, and all applicable law.

## **5. Warranties**

5.1 The Facility is provided on an "as is" basis and all conditions and warranties expressed or implied whether by statute or common law or otherwise are hereby excluded to the fullest extent permitted by law.

5.2 eircom does not warrant that the Facility will meet the Customer's

requirements or that the operation of the Facility will be uninterrupted or error-free or that any defect in the Facility can or will be remedied. In particular, eircom makes no warranties or representation to the extent that the operation of the Facility is dependent on third party service providers and eircom shall have no liability in respect of defects, interruptions or malfunctions in the Facility, which are attributable to such third parties.

## **6. Limitation of Liability**

6.1 In performing any obligations under this Agreement,:

- (a) eircom's duty is to exercise the reasonable care and skill of a competent internet service provider;
- (b) eircom does not exclude or restrict any liability for death or personal injury resulting from eircom negligence;
- (c) save as is expressly provided for in this Agreement, eircom shall have no liability to the Customer in respect of this Agreement whether in contract, tort or otherwise, in particular and without prejudice to the foregoing, the Customer acknowledges that eircom has no liability to the Customer for deletion, misdirection or delay of email or loss or damage to records or data;
- (d) eircom will not be liable to the Customer for special, indirect, incidental or consequential damages (even if eircom had been advised of the possibility of such damages) including, but not limited to loss of profits or savings, loss of or, use of services, cost of capital, cost of substitute services or facilities, downtime costs or damages and expenses howsoever arising;
- (e) the Customer shall indemnify eircom against all claims made against eircom, its employees or agents, for loss, damage or injury to any person or property occasioned by or arising from the Customer's operation or use of the Facility

## **7. Term and Termination**

7.1 The Agreement shall be deemed to have commenced when the Customer signs-up for the Facility on the eircom eSecurity-registration system, and it shall remain in full force and effect until terminated.

7.2 This Agreement may be terminated by eircom, without further notice to the Customer, in the event of:

- (a) the Customer being in arrears for a period of twenty one (21) days after any charges payable hereunder have become due; or

- (b) the Customer committing a breach of any of the terms of this Agreement or eircom's Acceptable Usage Policy;
- (c) eircom being unwilling or unable to bill the Customer for the Facility on bills issued for telecommunication services. This includes, inter alia, any instance where eircom terminates or changes the Customer's account number used for billing purposes. Customers whose account number has changed must re-apply to avail of the Facility.

7.3 eircom reserves the right to terminate this Agreement if:

- (a) any Information provided by the Customer to allow provision of the Facility to the Customer is untrue, inaccurate, out-of-date or incomplete. The Customer must inform eircom if any of this information changes;
- (b) it is obliged to do so by an order, instruction or request by a Government or regulatory body, emergency service organisation or any other competent body with whose order or instruction with which eircom is obliged to comply.
- (c) a Customer uses the Facility in a manner, which breaches eircom Acceptance User Policy;
- (d) a Customer uses the Facility in a way that in the reasonable opinion of eircom causes or is likely to cause annoyance to others.

7.4 This Agreement may be terminated by either party on giving thirty (30) days prior notice in writing to the other. The Agreement shall terminate on the expiration of the thirty (30) day notice period. On termination of this agreement for the Facility the Customer will be charged to the end of the then current Billing Period.

## 8. Intellectual Property Rights

The Customer acknowledges that all intellectual property rights in the Facility are owned by eircom or its licensors and are protected by applicable copyright and/or trade mark laws.

## 9. Force Majeure

Except for failure to make payments when due, neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of the unavailability of third party communication facilities or energy sources, acts of God, acts of the other party, acts of governmental authority, fires, strikes, delays in transportation, riots or war, or any cause beyond the reasonable control of that party. If any such event prevents the Customer from

accessing the Facility or eircom from providing the Facility and continues for more than four (4) continuous weeks, either party may terminate the Facility upon delivery of written notice to the other.

## **10. Contact Policy**

10.1 All notices served on the Customer by eircom hereunder may, at the discretion of eircom be addressed to the Customer by email or by facsimile, by post or by hand or any other appropriate method to such address as may be notified to eircom by the Customer.

10.2 All notices served by email will be sent to the Customer's eircom email address and may, at the discretion of eircom, also be sent to any email address nominated by the Customer. The Customer acknowledges that an email, sent to its eircom email address, regardless of whether or not such notice has also been served on any other email address, constitutes a valid service of notices for the purposes of this clause 10.

10.3 eircom reserves the right to contact the Customer by use of the telephone number identified by use of the CLI (Caller Line Identification Number) presented to eircom when the Customer is accessing the Facility.

10.4 All notices given or rendered by the Customer to eircom shall be delivered by hand, by prepaid post or, by facsimile or by email to eircom at 1 Heuston South Quarter, St. John's Road, Dublin 8, Ireland - email: [eircom.netcontracts@eircom.net](mailto:eircom.netcontracts@eircom.net)

10.5 All notices shall be deemed to have been served:

- (a) at the time of delivery, if delivered personally;
- (b) forty-eight (48) hours after posting (in the case of an address in Ireland and ninety-six (96) hours after posting for any other address);
- (c) two (2) hours after transmission if served by facsimile during normal working hours or, in any other case, two (2) hours after the commencement of normal working hours on the next business day
- (d) within forty-eight (48) hours of an email being sent.

## **11. Support And Help Desk Services**

11.1 Customers shall have recourse to technical support through eircom website or telephoning the appropriate eircom telephone number(s), at the charges indicated, for Technical Support Desk Access, as indicated at <http://support.eir.ie>

## **12. General Provisions**

12.1 Neither party may assign this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that either party may assign this Agreement, to a successor in interest to substantially all of the business of that party and in the case of eircom, to any company within the eircom group of companies.

12.2 If any part or parts of this Agreement are held to be invalid, the remaining parts of the Agreement will continue to be valid and enforceable.

12.3 This Agreement shall be governed by the laws of Ireland.

12.4 This Agreement (including any applicable Schedules) and the eircom Acceptable Usage Policy contains the complete and exclusive understanding of the parties with respect to the subject matter hereof.