

Part 3.1
eir broadband (Asymmetric Digital Subscriber Line)

Level	Bandwidth (up to)	Monthly Download Limit (5) (18)	Monthly Upload Limit (5)	Standard Connection charge		Self-Install Charge ⁽¹²⁾⁽¹³⁾⁽¹⁵⁾		Monthly Rental	
				ex. vat	inc. vat	ex. vat	inc. vat	ex. vat	inc. vat
eir broadband Time	1024kbps Downstream / 128kbps Upstream	n/a	n/a	€1.81	€100.63	€4.68	€30.36	€16.52	€20.32
eir broadband Advanced	24576kbps Downstream / 768kbps Upstream	30GB combined		€1.81	€100.63	€4.68	€30.36	€22.65	€27.86
eir broadband Advanced Unlimited	24576kbps Downstream / 768kbps Upstream	Unlimited combined		€1.81	€100.63	€4.68	€30.36	€26.79	€32.95
# eir broadband home starter (19)	1024kbps Downstream / 128kbps Upstream	Unlimited	Unlimited	€1.81	€100.63	€4.68	€30.36	€20.65	€25.40
# eir broadband home plus	3072kbps Downstream / 384kbps Upstream	Unlimited	Unlimited	€1.81	€100.63	€4.68	€30.36	€24.79	€30.49
# eir broadband home Advanced	7168kbps Downstream / 384kbps Upstream	Unlimited	Unlimited	€1.81	€100.63	€4.68	€30.36	€32.91	€40.48
# eir broadband home turbo	24576kbps Downstream / 768kbps Upstream	Unlimited	Unlimited	€1.81	€100.63	€4.68	€30.36	€39.66	€48.78
eir broadband business lite (19)	1024kbps Downstream / 128kbps Upstream	10GB	1GB	€1.81	€100.63	€4.68	€30.36	€20.65	€25.40
~eir broadband business lite plus	3072kbps Downstream / 384kbps Upstream	30GB	Unlimited	€1.81	€100.63	€4.68	€30.36	€24.79	€30.49
~eir broadband business starter	12288kbps Downstream / 1126kbps Upstream	Unlimited	Unlimited	€1.81	€100.63	€0.00	€0.00	€40.00	€49.20
* eir broadband business plus	4096kbps Downstream / 384kbps Upstream	60GB	Unlimited	€1.81	€100.63	€0.00	€0.00	€39.00	€109.47
eir broadband business plus 12	12288kbps Downstream / 1024kbps Upstream	Unlimited	Unlimited	€1.81	€100.63	€0.00	€0.00	€55.00	€79.95
* eir broadband business enhanced	6144kbps Downstream / 512kbps Upstream	Unlimited	Unlimited	€1.81	€100.63	€0.00	€0.00	€169.00	€207.87
* eir broadband business enhanced 12	12288kbps Downstream / 1024kbps Upstream	Unlimited	Unlimited	€1.81	€100.63	€0.00	€0.00	€169.00	€207.87
eir broadband business enhanced 12/2	18432kbps Downstream / 2048kbps Upstream	Unlimited	Unlimited	€1.81	€100.63	€0.00	€0.00	€99.00	€121.77
eir broadband business Advanced	24576kbps Downstream / 1024kbps Upstream	Unlimited	Unlimited	€1.81	€100.63	€0.00	€0.00	€65.00	€79.95
eir broadband Temporary Line (10)	4096 kbps Downstream / 384kbps Upstream	Unlimited	Unlimited						
With Internal Wiring				€61.00	€90.03				
Without Internal Wiring				€71.00	€456.33				
Technician Callout Charge (13)		ex. Vat	€1.81	inc. Vat	€100.63				

* from 21st May 2009 no longer available to new customers

from 15th January 2015 no longer available to new customers

~ from 5th March 2015 no longer available to new customers

eir Next Generation Broadband

Level	Bandwidth (up to *)	Usage Limit (5) (Combined Download / Upload)	Standard Connection		Self-Install Charge ⁽¹⁴⁾⁽¹⁷⁾		Monthly Rental	
			ex. vat	inc. vat	ex. vat	inc. vat	ex. vat	inc. vat
eir broadband Advanced	24576kbps Downstream / 768kbps Upstream	30GB	€1.81	€100.63	€24.68	€30.36	€20.65	€25.40
eir broadband Advanced Unlimited	24576kbps Downstream / 768kbps Upstream	Unlimited	€1.81	€100.63	€24.68	€30.36	€24.79	€30.49
eir broadband Next Generation Broadband Velocity	24576kbps Downstream / 768kbps Upstream	50GB	€1.81	€100.63	€24.68	€30.36	€28.92	€35.57
**eir broadband Next Generation Broadband Advanced	8192kbps Downstream / 512kbps Upstream	Unlimited	€1.81	€100.63	€24.68	€30.36	€32.91	€40.48
eir broadband Next Generation Broadband Ultimate	24576kbps Downstream / 768kbps Upstream	Unlimited	€1.81	€100.63	€24.68	€30.36	€32.91	€40.48
eir Business Lite Next Generation	8192kbps Downstream / 512kbps Upstream	10GB	€1.81	€100.63	€24.68	€30.36	€20.65	€25.40
eir Business Lite Plus Next Generation	8192kbps Downstream / 512kbps Upstream	Unlimited	€1.81	€100.63	€24.68	€30.36	€24.79	€30.49
Technician Callout Charge ⁽¹³⁾			ex. vat	€1.81	inc. vat	€100.63		

** from 7th May 2011 NGB Advanced no longer available to new customers.

* Best available speed

NGB Standalone Broadband

Level	Bandwidth ⁽¹⁹⁾ (up to)	Usage Limit (5) (Combined Download / Upload)	* Self-Install Charge ⁽¹⁴⁾⁽¹⁷⁾		Monthly Rental	
			ex. vat	inc. vat	ex. vat	inc. vat
eir Broadband Solo Essential	24576kbps Downstream / 768kbps Upstream	2GB	€24.68	€30.36	€28.46	€35.00
eir Broadband Solo Advanced	24576kbps Downstream / 768kbps Upstream	30GB	€24.68	€30.36	€32.52	€40.00
eir Broadband Solo Advanced Unlimited	24576kbps Downstream / 768kbps Upstream	Unlimited	€24.68	€30.36	€36.59	€45.00
# SABB Business Lite	8192kbps Downstream / 512kbps Upstream	10GB	€24.68	€30.36	€33.00	€40.59
# SABB Business Lite Plus	8192kbps Downstream / 512kbps Upstream	Unlimited	€24.68	€30.36	€38.00	€46.74
Technician Callout Charge ⁽¹³⁾			ex. vat	€1.81	inc. vat	€100.63

NOTE: It should be noted that a customer availing of Standalone Broadband will not be able to receive calls or make outbound calls from their line. Access to emergency service numbers is not available.

* Self Install Connection Charge will be set to zero until 31st December 2015

from 17th July 2015 no longer available to new customers

eir Fibre Broadband

Level	Bandwidth (up to)	Usage Limit (5) (Combined Download / Upload)	Standard Connection		Self-Install		Monthly Rental	
			ex. vat	inc. vat	ex. vat	inc. vat	ex. vat	inc. vat
eir Fibre	102400kbps / 20480kbps	30GB	€81.81	€100.63	€24.68	€30.36	€20.65	€25.40
eir Fibre (unlimited)	102400kbps / 20480kbps	Unlimited	€81.81	€100.63	€24.68	€30.36	€24.79	€30.49
eir Fibre Extreme 150Mb	153600kbps / 30720kbps	Unlimited	€81.30	€100.00	n/a	n/a	€28.85	€35.49
eir Fibre Extreme 300Mb	307200kbps / 51200kbps	Unlimited	€81.30	€100.00	n/a	n/a	€35.35	€43.49
eir Fibre Extreme 1000Mb	1024000kbps / 102400kbps	Unlimited	€81.30	€100.00	n/a	n/a	€45.11	€55.49
eir Fibre Business Professional	51200kbps / 20480kbps	500GB	€81.81	€100.63	€24.68	€30.36	€24.79	€30.49
eir Fibre Business	71680kbps / 20480kbps	Unlimited	€81.81	€100.63	€24.68	€30.36	€40.00	€49.20
eir Fibre Business Ultimate	102400kbps / 20480kbps	Unlimited	€81.81	€100.63	€24.68	€30.36	€65.00	€79.95
Technician Callout Charge (13)			ex. vat €81.81	inc. vat €100.63				

eir Fibre Standalone eir Broadband

Level	Bandwidth (up to)	Usage Limit (5) (Combined Download / Upload)	Standard Connection		Self-Install		Monthly Rental	
			ex. vat	inc. vat	ex. vat	inc. vat	ex. vat	inc. vat
eir Fibre	102400kbps / 20480kbps	30GB	€81.81	€100.63	€24.68	€30.36	€32.52	€40.00
eir Fibre (unlimited)	102400kbps / 20480kbps	Unlimited	€81.81	€100.63	€24.68	€30.36	€36.59	€45.00
eir Fibre Extreme 150Mb	153600kbps / 30720kbps	Unlimited	€81.30	€100.00	n/a	n/a	€40.65	€50.00
eir Fibre Extreme 300Mb	307200kbps / 51200kbps	Unlimited	€81.30	€100.00	n/a	n/a	€47.15	€58.00
eir Fibre Extreme 1000Mb	1024000kbps / 102400kbps	Unlimited	€81.30	€100.00	n/a	n/a	€56.91	€70.00
# eir Fibre Business Professional	51200kbps / 20480kbps	500GB	€81.81	€100.63	€24.68	€30.36	€38.00	€46.74
# eir Fibre Business	71680kbps / 20480kbps	Unlimited	€81.81	€100.63	€24.68	€30.36	€50.00	€61.50
# eir Fibre Business Ultimate	102400kbps / 20480kbps	Unlimited	€81.81	€100.63	€24.68	€30.36	€75.00	€92.25
Technician Callout Charge (13)			ex. vat €81.81	inc. vat €100.63				

NOTE: It should be noted that a customer availing of Standalone eir Broadband will not be able to receive calls or make outbound calls from their line. Access to emergency service numbers is not available.

from 17th July 2015 no longer available to new customers

eBusiness Broadband

Level	Bandwidth (up to) ⁽¹⁹⁾	Monthly Download / Upload Limit ^{(5) (18)}	Standard Connection charge		Self-Install Charge ⁽¹²⁾⁽¹³⁾⁽¹⁷⁾		Monthly Rental	
			ex. vat	inc. vat	ex. vat	inc. vat	ex. vat	inc. vat
eir Business Advantage	102400kbps / 20480kbps	50GB	€1.81	€100.63	€2.68	€30.36	€24.79	€30.49
*eir Business Advantage Boost	102400kbps / 20480kbps	Unlimited	€1.81	€100.63	€2.68	€30.36	€29.79	€36.64

* 8 hour PSTN SLA available on promotion with Business Advantage Boost

eBusiness Standalone Broadband

Level	Bandwidth (up to) ⁽¹⁹⁾	Monthly Download / Upload Limit ^{(5) (18)}	Standard Connection charge		Self-Install Charge ⁽¹²⁾⁽¹³⁾⁽¹⁷⁾		Monthly Rental	
			ex. vat	inc. vat	ex. vat	inc. vat	ex. vat	inc. vat
Business Broadband 40Gb	102400kbps / 20480kbps	40GB	€1.81	€100.63	€2.68	€30.36	€34.79	€42.79
Business Broadband Unlimited	102400kbps / 20480kbps	Unlimited	€1.81	€100.63	€2.68	€30.36	€39.79	€48.94

Notes:

- 1 A customer requesting the connection of eir Broadband must make available a telephone exchange line that is rented from the company to facilitate the connection of such access.
- 2 eir Broadband connection and monthly rental charges are payable in addition to the telephone exchange line connection and monthly rental charges. For Standalone eir Broadband no telephone line rental charges apply. NOTE: Customers availing of Standalone eir Broadband will not be able to make or receive calls from their line.
- 3 Customers applying to eir to avail of eir Broadband shall on request be provided with the use of an DSL modem of eir's choice, ("the modem") to facilitate the connection to eir Broadband. For Home Starter, Business Lite, Business Lite Plus, NGB Business Lite and NGB Business Lite Plus a modem charge of €24.38 (ex VAT) applies. Note: eir Broadband Home Starter signing up to a bundle a modem charge of €29.99(inc VAT) applies (A rental option is also available at €3.04 (inc VAT) per month). Customers who order these products online will receive their modem free of charge.
- 3(a) In relation to eir Fibre Broadband products, eir will supply a suitable eir Broadband modem to customers in order to facilitate provision of and use of the Service. This Modem remains the property of eir and may only be used in conjunction with eir Broadband products and must comply with all manufacturers' instructions and any other reasonable instruction provided by eir. We may add to or substitute the eir Fibre Broadband modem as necessary to provide the Services or for other valid reasons. On termination of the Agreement, or on cancellation of any eir Fibre Broadband Services, the Customer shall within fourteen (14) days of the date of termination or cancellation, arrange for eir to collect the Modem from the Service address. In the event of any such Modem not being returned to eir within fourteen (14) days of the cancellation of the Order, the Customer shall be charged by eir a modem fee (€59.99 inc. VAT / €48.77 ex. VAT) in respect of the non-return of any Modem. eir reserves the right to charge customers who terminate their contracts or before the 1st August 2013 for the cost of the modem.
- 4 It shall be the responsibility of the customer to ensure that compatible equipment is available to enable the company to effect the connection of eir Broadband.
- 5 Where customer usage exceeds the specified monthly download/upload limit appropriate to the customer's chosen level, the company reserves the right to charge the customer for the excess use or to request the customer to select a more appropriate level. In the event of a customer refusing or neglecting to select an appropriate level, eir may upon due notice terminate the provision of the facility to the customer. The additional charge for excess usage is €2.03 per GB (€1.65 ex. VAT) up to a maximum of €24.40 (inc. VAT) per month. eir Fibre packages with unlimited usage are subject to a Fair Usage policy of 1TB per month. Usage in excess of 1TB will be charged at €2.50(inc. VAT) for every 10 GB up to maximum of €100(Inc.VAT) per month
- 6 Removal of eir Broadband to another location shall be subject to the appropriate connection charge as specified in the table above.
- 7 eir Broadband is subject to a minimum contract period. Where an eir Broadband access is ceased during the minimum contract period, the customer shall be liable to pay the monthly rental for the balance of the unexpired contract period. For customers ordering eir Broadband after 20th January 2010, the minimum contract period is twelve (12) months from the date of connection.
- 8 Where the customer ceasing during a minimum contract period has chosen to avail of the use of an DSL modem from eir, he or she shall pay the sum of €50.60 (inc. VAT) / €41.14 (ex. VAT) or €50.81 (inc. VAT) / €41.31 (ex. VAT) for Pocket Modem (eir Broadband Time).
- 9 eir Broadband is not necessarily supplied in all areas.
- 10 eir Broadband temporary lines are available at such places as the company may from time to time determine. A list of venues where such services are provided is available on request. Temporary Lines are provided for a maximum period of one calendar month. The customer must specify an end date at the time of ordering of the service.
- 11 Details of a split billing option are available on request.
- 12 The self-install option may not be available to all customers (e.g. eir recommends a technician call-out for customers with monitored alarm systems), details are available on application. Where the self-install option is cancelled by the customer and fails to return the self-install kit provided by eir to the customer, eir reserves the right to charge the customer the sum of €50.60 (inc. VAT) / €41.14 (ex. VAT).
- 13 eir recommends a technician call-out for customers with monitored alarms (see callout charge above). All first time connections to Fibre to the home will require a technician call-out, the cost of which is included in the standard connection charge.
- 14 Upgrades to existing eir Broadband access levels shall not incur additional charges. In respect of a downgrade of a level, an administration fee of €25.41 (€20.66 ex. VAT) shall be charged by eir and payable by the Customer, or, (ii) the downgrade shall be without charge subject to this agreement becoming subject to a minimum term of twelve (12) months commencing on the date of the downgrade. Monthly rental charges for upgraded or downgraded eir Broadband shall be based on the charges for the revised bandwidth. In respect of a downgrade of a level for eir Fibre to the Home, an administration fee of €50 (inc VAT) shall be charged by eir and payable by the Customer or (ii) the downgrade shall be without charge subject to this agreement becoming subject to a minimum term of twelve (12) months commencing on the date of the downgrade (For Downgrade from eir Fibre Extreme 1000Mb this charge will be set to zero until the 30/06/2016)
- 15 eir Broadband Time allows a customer 20 hours on-line. Once a customer exceeds the 20 hour limit they will be charged a standard 4cent per minute (0.03305 ex. VAT) to a cap of €30.49 (inc. VAT) (€24.79 ex. VAT) for the excess usage.
- 16 eir Broadband Time Modem may be purchased for €50.81 (€41.31 ex. VAT) or a rental option is available for €2.02 per month (€1.64 ex.VAT).
- 17 Free Self Install Connection for all On-Line orders.
- 18 eir reserves the right to impose limits without notice on a customer's service, up to and including suspension, if eir believes, in its reasonably based opinion, that a customer is using the service, including but not limited to excessive downloading unfairly impinges on the ability of other customers to avail of eir's services.
- 19 The Up To Bandwidth speeds are the best available for a specific line and will be notified following line qualification test
- 20 Customers who connected to eir Broadband before 17/06/2013 and who are availing of an "up to 8M" facility may opt to change to an "up to 24M" facility, subject to availability and subject to commencing a new 12 month contract on their eir Broadband facility.

Standard eir Broadband Terms and Conditions:**1.1 In this Agreement:**

“**Acceptable Usage Policy**” means eir’s acceptable usage policy which can be found at www.eir.net/policy.

“**ADSL**” means an asymmetric digital subscriber line.

“**Agreement**” means these terms and conditions set out herein, eir’s General Terms and Conditions of Service in force for the time being as may be amended from time to time, the Acceptable Usage Policy, the terms and conditions of any applicable Service and the provisions of any legislation applicable thereto between eir and the Customer for the provision and where applicable, for the installation of the Facility.

“**Charges**” means the Rental, Connection Charge and any other charge payable by the Customer to eir hereunder for use of the Facility.

“**Connection Charge**” means the once off non-recurring charge payable by the Customer for initial provision and where applicable, installation of the Facility.

“**Content**” means data, information, video, graphics, sound, music, pictures, text, code, scripts, photographs, software and any other material (in whatever form) which may be made available as part of the Facility.

“**Customer**” means the person with whom eir makes has made or is deemed to have made an agreement for the provision to such person of the Facility and also means a person to whom such facility has been or is being provided.

“**Customer Care Code of Practice for Complaint Handling**” means eir’s customer care code of practice for complaint handling which can be found at www.eir.net/codeofpractice.

“**DSL**” means Digital Subscriber Line

“**eir**” means eir Limited, Registered as a Branch in Ireland Number 907674, Incorporated in Jersey Number 116389. VAT registration: IE 3286434NH.

“**eir broadband**” means the Facility.

“**Facility**” means the provision of an ADSL, or an FTTC or an FTTH line at the Premises to enable the Customer to avail of the Service.

“**FTTH**” means Fibre to the Home.

“**FTTC**” means Fibre to the Cabinet.

“**Full-Install**” means the installation of the Facility at the Premises by an eir technician.

“**Initial Period**” means minimum twelve calendar months from the RFS date.

“**Internal Wiring**” means any wiring provisioned by eir within the Premises relating to the installation of Facility.

“**Internet**” means the global data network comprising interconnected networks using TCP/IP (Transmission Control Protocol/Internet Protocol).

“**Kit**” means equipment comprising of, inter alia, hardware and software.

“**NGA**” means Next Generation Access.

“**NTU**” means Network Termination Unit.

“**ONT**” means Optical Network Terminal.

“**Order**” means the Customer's order for the Facility in accordance with eir's order form.

“**Premises**” means the location where the Facility is provided.

“**Price List**” means eir's price list for the Facility and the Service which is set out at www.eir.net/group/pricing.

“**Ready for Service date**” or “**RFS date**” means the date on which eir establishes the Facility for the Customer.

“Rental” means the recurring charge payable by the Customer to eir in respect of the Facility.

“Self-Install” means the provision of a Kit by eir to the Customer to enable the Customer to carry out the installation of the Facility at the Premises.

“Service” means high speed Internet access at a level selected by the Customer.

“Welcome Letter” means any letter supplied to the Customer with the Kit.

1.2 This Agreement shall be governed by and construed in accordance with Irish law.

1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

1.4 The parties agree that the fact that this Agreement may be stored or exchanged in electronic form shall not affect its validity.

2.1 The Customer hereby agrees to avail of the Facility subject to the terms of the Agreement. The eir Price List can be accessed on www.eir.ie/pricing or by dialling the eir Customer Information Service on Freephone 1800 203105 or inspected at eir Limited, 1 Heuston South Quarter, St. John’s Road, Dublin 8. Use of the Facility by the Customer shall be deemed to be an acceptance by the Customer of this Agreement.

2.2 The Facility shall be provided either by way of (i) a Full-Install which is dependent on the Customer’s Internal Wiring at the Premises or where deemed necessary by eir in order to complete installation of the Facility at the Premises or (ii) by way of Self-Install. Where the Premises is served by a monitored alarm, the Customer may have to avail of the Full-Install. The requirement for a Full-Install will be confirmed, in advance, in consultation with your sales agent. Where a Full-Install option is necessary and has been completed, it is the responsibility of the Customer to ensure that the monitored alarm is functioning correctly once the Facility has been installed.

- 2.3** Where an active telephone service is provisioned in conjunction with an Internet service the Customer can access the emergency services free of charge by dialling 999 or 112. When the Customer dials the emergency numbers, to comply with regulations, eir will forward the installation address details of the calling number to the emergency services. Where the Customer is using a DECT Phone (Digital Cordless Telephone), which requires an electric power supply, the Customer may be unable to make calls, in the event of a power interruption or outage at or to the Premises. Where an Internet only service is provisioned and there is no active telephone service, the Customer will not have access to emergency service numbers. It should be noted that a customer availing of Standalone Broadband will not have the use of a working PSTN line and therefore any ancillary services that were originally connected to the PSTN line will be incompatible with Standalone Broadband e.g. on monitored alarms that go into monitoring stations and use dial up access to transmit alarms, medical alarms, Sky TV Box, Credit card machines or any other ancillary services connected to the PSTN line ("Ancillary Service"). eir accepts no responsibility for the consequences of an Ancillary Service including any monitoring alarm failing to operate as per specification after Standalone Broadband is installed.
- 2.4** The Service is available at different levels on the Facility. Each level of Service has a particular bandwidth and a monthly upload and monthly download limit. The Customer shall select the level of the Service it wishes to avail of and shall inform eir of its selection. The Customer agrees to be bound by the terms and conditions, the charges, the monthly upload and monthly download limits attaching to its selected level of the Service. In the event that Customer usage exceeds the download/ upload limits attaching to its selected level of the Service, eir may, without prejudice to its right to charge the Customer for the excess usage in accordance with the Service terms and conditions, may request the Customer to select a level more appropriate to its usage. In the event of the Customer refusing or neglecting to select an alternative level of the Service, eir may, upon due notice, terminate the provision of the Facility to the Customer. Customers who have 12Khz pulse monitoring on their line and request the Facility will have the 12Khz Pulse monitoring removed automatically. See above to view a list of product specifications and pricing.
- 2.5** The Customer may change the level of the Service selected by it on giving at least five (5) days' notice to eir. There shall be no charge payable to eir by the Customer for an upgrade of a level. A fee, as set out above, shall be charged by eir and paid by the Customer in respect of a downgrade of a level. This will include a move from a telephone service plus Internet service to an Internet only service.

- 2.6** The Customer will pay eir the charges for the Service which apply from time to time. Full details of all eir's current charges for the Service can be obtained by visiting the eir Price List or by contacting Freefone 1901 (Residential Customers), Freefone 1800 601 701 (Business Customers) or 1800 255 255 (Enterprise Customers). Unless otherwise agreed or eir otherwise decides, all monies due to eir by the Customer become payable as soon as an account or demand thereof is issued to the Customer. Unless otherwise agreed or eir otherwise decides, payment shall be due within fourteen (14) days of the date of the issue of the account, unless otherwise stipulated within the Customer's direct debit agreement terms. The Customer can view their phone bill, the methods of payment and make a payment by Laser/Visa Debit Card or set up a Direct Debit by visiting www.eir.ie.
- 2.6(a)** In respect of subscribers for the eFibre Service, eir reserves the right at its absolute discretion, to insist on payment by direct debit. Subscribers to the eir eFibre service must authorise eir to alter their direct debit instructions to according to the Charges payable from time to time for the eFibre Service. eir will notify your relevant bank or building society each month of the sums due to us from your account. We are entitled to charge you a reasonable administration fee if your direct debit order fails or you otherwise default in making payments to us. If your bank or building society is unable to make payment in any one month we reserve the right to immediately suspend any direct debit facility and demand a different method of payment
- 2.7** eir will try to resolve any dispute with the Customer as quickly as possible. All complaints received by letter, fax or e-mail will be acknowledged within two (2) working days of receipt by eir. The Customer will be provided with a unique reference number and advised of the expected investigation and resolution timelines. Details of our complaint handling procedures and how to log a complaint are set out in eir's Customer Care Code of Practice for Complaint Handling. The Customer can log a complaint by contacting Freefone 1901 (Residential customers) or Freefone 1800 601 701 (Business customers) or by sending a fax to our Customer Care Centre at 1800 200 480. In the event the parties cannot agree or resolve the dispute the Customer may refer the dispute to any recognised dispute resolution service in accordance with the Customer Care Code of Practice for Complaint Handling.

- 2.8** Where the provision of the Kit includes a free WiFi Modem or similar, such WiFi Modem shall only be available in respect of the Customer's first-time connection to the Facility. In the case where the Customer uses a third party modem rather than an eir supplied modem, the Customer will need to ensure that the modem works correctly on the eir network and that it is T-REC-G-993.5 compliant. Where third party modems connected to the eir broadband network are found not to be T-REC-G-993.5 compliant, eir reserves the right to disconnect the third party modem from the eir network without notice.
- 3.1** This Agreement shall commence on the Ready for Service date and shall be for the Initial Period. After the expiry of the Initial Period the Agreement shall continue in full force and effect until terminated in accordance with the Agreement.
- 3.2** The Customer may cancel the Order for the Facility at any time prior to the RFS date. In the event of such cancellation by the Customer, or any cessation during the Initial Period, the Customer shall be obliged to return any Kit, which may have been provided by eir. Any Kit shall be returned to eir by posting it to the freepost address detailed in the Welcome Letter. In the event of any Kit not being returned to eir within fourteen (14) days of the cancellation of the Order, the Customer shall be charged by eir and shall pay to eir such sum as is set out in the Price List as being the charge payable in respect of the non-return of any Kit.
- 4.1** The Customer agrees to provide eir and its agents with all such information and co-operation including, inter alia, suitable Premises, equipment and services as eir may reasonably require from time to time enabling it to provide the Facility. eir may, in its absolute discretion, refuse to provide the Facility where such information or co-operation is not furnished by the Customer.
- 4.2** On the placing of the Order, the Customer shall be provided with:
- (a)** (Where applicable) An appointment date suitable to both eir and the Customer where eir can attend the Premises for installation of the Facility.
 - (b)** The RFS Date by eir; and

(c) Where the Customer so requests eir shall provide it with the use of a suitable broadband modem for the duration of this Agreement to facilitate connection to the Facility.

(d) Where the Customer so requests eir shall install additional Internal Wiring at the Premises to facilitate access to an electrical power source for the Kit. eir reserves the right to charge for installation of this additional Internal Wiring. See above to view a list of product specifications and pricing go to the Price List.

5. The Customer agrees it may not use the Facility to:

- 5.1 gain unauthorised access to eir facilities, services or resources or to the facilities, services or resources of any connected Internet service providers.
- 5.2 engage in internet usage in excess of what eir, acting reasonably, decides would cause disruption or denial of service to any other customer or internet user. eir's network architecture for broadband services has been structured for normal domestic and educational use by individuals and families. Usage of the broadband Facility in excess of this level may cause disruption to eir's other broadband customers and may reduce the performance of the broadband service for other customers. eir may take any action to remedy what it reasonably considers to be excessive usage by customers including withdrawal of service.
- 5.3 create, host or transmit offensive or obscene material, or engage in activities, which are likely to cause offence to others on any grounds including, but not limited to race, sex or creed.
- 5.4 create, host or transmit material, which is defamatory.
- 5.5 create, host or transmit material, which infringes the intellectual property rights including, but not limited to, the copyright of another person or organisation.
- 5.6 engage in activities, which infringe proprietary rights in any software.
- 5.7 engage in activities, which compromise the privacy of others.

- 5.8 engage in activities, which adversely affect the integrity of computer based information.
- 5.9 transmit unsolicited commercial or advertising email material either to other customers or to other organisations connected to other networks, if the transmission of such material causes or is likely to cause nuisance and/or annoyance or is transmitted without the consent of the recipient.
- 5.10 with equipment other than that which is compatible with the service as outlined in clause 2.8.
- 5.11 Without prejudice to the foregoing, the Facility may only be used by the Customer in accordance with the Acceptable Usage Policy.
- 6.1** The Customer agrees that without prejudice to the Customer's right to terminate this Agreement under due notice, to pay on demand such Charges as may be fixed from time to time by or in accordance with this Agreement in respect of the Facility.
- 7.1** This Agreement may be suspended or terminated by eir for breach of its terms or, otherwise in accordance with this Agreement.
- 7.2** Subject to the provisions of Clause 7.10.3 of the eir General Terms and Conditions and Clause 7.3 of this Agreement, this Agreement may be terminated by either party on one-month's written notice to the other. In the event of changes notified by eir to the Agreement, the Customer may terminate this Agreement, without charge, by serving notice in writing prior to the date of implementation of such changes. The Customer will be deemed to have accepted any implemented changes, by continuing to use the Facility.
- 7.3** (a) If the Customer terminates this Agreement during the Initial Period, eir shall, without prejudice to its rights to treat the termination as a breach or repudiation of this Agreement, agree to accept such termination provided notice of such termination is addressed to eir and the Customer will be liable and agrees to pay to eir a termination charge of the sum amounting to the Rental due for the remaining Initial Period.

- (b) Where the Customer avails of an eir Broadband service as part of a bundle, the Terms and Conditions applicable to that bundle in respect of charges applicable upon termination of the bundle or of any of its components shall supersede the termination charges outlined in 7.3 above, and shall be payable by the Customer in place of those charges.
- (c) Where a Customer is availing of a business eFibre product and terminates the Agreement, the Customer will be liable and agrees to pay to eir a termination charge of the sum amounting to the Rental due for the remaining Initial Period.
- (d) Where a Customer is availing of a consumer Standalone eFibre product and terminates the Agreement, the Customer will be liable and agrees to pay to eir a flat fee of €150 or charge of the sum amounting to the Rental due for the remaining Initial Period, whichever is the lesser charge.

7.4 On termination of this Agreement within the Initial Period for whatever reason, eir reserves the right to charge the Customer the cost of the relevant modem as set out above in this Price List, the use of which may have been supplied to it pursuant to clause 4.2(c) by eir as part of the Facility.

7.5 Provision of the Facility may result in temporary loss of telephone Service to the Customer during the period in which initial installation of the Facility is taking place.

7.6 eir 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. For the avoidance of doubt, eir does not provide defined service levels for provision of the Facility.

7.7 For broadband maintenance eir provide broadband online support at www.eir.net/support and the Customer can contact the eir broadband support number on 1890 260 260. Lines are open 8am - 10pm 7 days a week. Landline Calls charged at a local rate. If the Customer reports a fault on the eir line and on visiting the Customer's Premises, the eir technician identifies that there is no fault with the eir access line or equipment and the fault is the result of the Customer's or third party equipment, eir reserves the right to charge the Customer for the eir technician visit. Full details of all eir's current charges can be obtained by visiting the eir Price List or at www.eir.ie/pricing.

- 7.8** The Customer agrees that from time to time it may be necessary for eir to temporarily suspend the Facility during periods of repair, essential maintenance or alteration or improvement to eir's telecommunications network or otherwise in accordance with the law. Where possible eir will give the Customer notice prior to such suspension of the Facility and eir shall restore the Facility as soon as possible after such suspension.
- 7.9** The Facility is provided in accordance with the eir Price List. The Customer acknowledges that the relevant product description may contain limitations and constraints on the use of the Facility. eir reserves the right to alter the product specification in order to provide the eir broadband service. The Customer agrees and undertakes to adhere to these constraints and restrictions.
- 7.10** The Facility is provided solely for the Customer's own use and the Customer shall not resell the Facility (or any part of the Facility) to any third party.
- 7.11** Where additional terms and conditions govern any access to any Content or to any Internet service, the Customer acknowledges that it is obliged to comply with such terms and conditions.
- 7.12** eir's DSL broadband network is based on shared capacity amongst users. Details of current shared rates are provided in eir's product portfolio and are amended from time to time. For current shared rates and details please refer to eir's current portfolio offerings.
- 7.13** e-mail addresses and relevant passwords, which are inactive (i.e. mail is not retrieved) for a period of more than ninety (90) days will be terminated. Terminated email addresses will then become available for use by another customer. If the Customer uses eir net's free access service, the Customer can terminate the Customer's free access account by simply discontinuing use of the free access service. If the Customer is using eir net's subscription service, the Customer must contact eir net customer support in order to terminate the Customer's subscription service account as the Customer shall remain liable to pay all subscription fees incurred up to the date the Customer contacts eir to terminate the Customer's subscription service account. eir shall have no obligation to maintain any Content in the Customer's account or to forward any unread or unsent messages to the Customer or any third party. The

Customer agrees that eir may terminate the Customer's access to any part or all of the Service and any related service(s) at any time, effective immediately, for any reason whatsoever and the Customer acknowledges and agrees that eir shall not be liable to the Customer or any third party for any termination of the Customer's access to the Service. eir reserves the right to take such action as it deems appropriate against the Customer where the Customer violates any conditions of the Acceptable Usage Policy.

8.1 In no event shall eir be liable to the Customer in contract, tort or otherwise including any liability for negligence or breach of duty for:

- (i) any loss of revenue, business, contracts, Anticipated Savings, or profits, or
- (ii) any loss or corruption of data or software configuration
- (iii) any indirect or consequential loss, howsoever arising. "Anticipated Savings" means any expense, which the Customer expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of using the Facility.

8.2 In so far as the same is permissible by law, eir shall not be liable in contract, tort or otherwise for any loss, injury or damage, other than death or personal injury arising directly from:

- (a) any act, omission, error, default, failure or delay in respect of the provision, installation, operation, maintenance or termination of the Facility;
- (b) any failure of the Facility;
- (c) any failure of, or defect in, anything provided as a part of or in association with the Facility.

8.3 In no event shall eir be liable to the Customer for damage suffered by the Customer as a consequence of acts or omissions of third parties. The Customer acknowledges that it accesses the Internet at its own risk and that eir has no responsibility for any goods, services, information, software or other materials accessed by the Customer whilst using the Facility.

8.4 eir does not provide defined service levels for Facility or the Service.

- 9.** The Customer shall indemnify eir against all claims made against eir, for loss, damage or injury to any person or property occasioned by or arising from the use of the Facility by the Customer.
- 10.1** The Customer shall notify eir as soon as possible after a defect, fault or impairment in the operation of the Facility is detected and eir shall endeavour to attend as soon as practicable during normal business hours to the fault at the Premises or at whichever location eir considers the reported fault to be located.
- 10.2** eir reserves the right to charge the Customer reasonable costs and expenses incurred by eir in providing maintenance services where the need for maintenance services results from any one of or a combination of the following:
- (i)** acts of God, lightning, electric voltages and currents impressed on the telecommunications line by lightning or otherwise, fires, floods, storms or other catastrophes; or
 - (ii)** government control, restrictions or prohibitions; or
 - (iii)** any other act or omission of any public authority (including Government) whether local, national or international; or
 - (iv)** the wilful or negligent act or default of the Customer or of any supplier, agent of the Customer; or
 - (v)** failure of the Customer to comply with any of the provisions of this Agreement; or
 - (vii)** any other cause whatsoever which is beyond the reasonable control of eir.
- 10.3** The Charges payable in respect of the provision of such maintenance are as set out in the eir Price List. Full details of all eir's current charges including for maintenance can be obtained by visiting www.eir.ie/pricing or by contacting Freefone 1901 (Residential Customers), Freefone 1800 601 701 (Business Customers) or 1800 255 255 (Enterprise Customers).
- 10.4** The term "maintenance" means maintenance of the NTU, ONT and/or any associated splitter but not any Internal Wiring (including any Internal Wiring extensions beyond the NTU or ONT at time of Facility installation) which at all times remains the responsibility of the Customer.

- 11.1** eir reserves the right to contact the Customer via email, letter or text message regarding information specific to eir broadband, including service enhancements, network upgrades, installation appointments/updates, pricing changes and general information relating to the product purchased.
- 11.2** All notices served on the Customer pursuant to this Agreement may, at the discretion of eir, be addressed to the Customer by email or by facsimile, by post or by hand, online announcement message or any other appropriate method.
- 11.3** All notices served by email will be sent to the customer's eir net email address and may, at the discretion of eir, also be sent to any contact email address nominated by the Customer. The Customer acknowledges that an email, sent to its eir email address, regardless of whether or not such notice has also been served on any other email address, constitutes a valid service of notice. Online messages may be served directly to customers when surfing the web and constitutes a valid service of notice.
- 11.4** The Customer is required to provide eir with its most up to date contact email addresses as part of the Terms and Conditions of the Service.