

eircom Store & Share Terms of Service, Acceptable Usage Policy and Privacy Policy

By using eircom Limited's Store & Share services, you confirm your acceptance of, and agree to be bound by, this Agreement.

Definitions. As used in these Terms of Service, the following terms and phrases shall have the following meanings:

Agreement means these Terms of Service, eircom Store & Share 's Privacy Policy, eircom Store & Share's Acceptable Usage Policy and any and all other agreements, schedules, policies, or amendments which may be in place between You and eircom Limited governing Your use of eircom Store & Share.

eircom means eircom Limited and its affiliates, as well as their respective assigns, agents and contractors, as applicable.

Content means the electronic data, including but not limited to files, documents, sound recordings, audiovisual works, musical works, artwork, phonorecords, photographs, documents, software, and other graphical or textual material embodying such items or works, and any descriptions, titles, captions and other identifying characteristics You or others attribute thereto, hosted or otherwise maintained on Your behalf by eircom as part of the eircom Store & Share Services or otherwise, or, as applicable, utilized or otherwise accessed by You pursuant to your use of the eircom Store & Share Services.

eircom Store & Share Services means the eircom Store & Share personal web, personal computer and backup / file management services provided to You or maintained on Your behalf by eircom, including but not limited to, as applicable: (a) the provision to You of a client backup application to automatically upload files to eircom Store & Share, (b) the provision prescribed amount of online storage space, as established by eircom from time to time; (c) sharing functionality with other Users enabling them to access Content provided by You and You to access content provided by them; and (d) ancillary applications and services provided by eircom to You in connection therewith, including but not limited to those pertaining to blogging, picture, music and other media management.

User means any individual, group or entity accessing Content and/or utilizing the eircom Store & Share Services to store, transfer, receive or otherwise access/allow access to Content.

You, Your, Yours and similar derivations means the person who is over the age of 18, and the minor(s), individual(s), group(s), entity (ies) or other association(s), individually and as a whole, and their agents, successors and assigns, on whose behalf that person has entered this Agreement with eircom and for whom eircom has established an account.

Relationship. The eircom Store & Share Services enable You to store, transmit and receive Content online. No agency, partnership, joint venture, trust, employer/employee, or franchiser/franchisee relationship is intended or created by this Agreement or by Your use of the eircom Store & Share Services.

License. eircom grants to You a personal, non-exclusive, non-transferable license to use the products, software, services and functionality comprising the eircom Store & Share Services solely for Your own personal and non-commercial purposes. All rights not expressly granted by eircom to You in this Agreement are retained by eircom. Except for this license, You have no right, title or interest in or to the Services, including for greater certainty, any product, service, software, application, technology, functionality, know-how, text, images or multimedia data comprising the eircom Store & Share Services. You agree that eircom or its licensors retain all proprietary right, title and interest, including copyright and all other intellectual property rights, in and to the eircom Store & Share Services and the aforementioned items comprising the eircom Store & Share Services. The

eircom Store & Share Services and/or other products and services referenced in this Agreement are either trademarks or registered trademarks of eircom or their applicable third party owners.

Third Party Interaction. In Your use of the eircom Store & Share Services, you may correspond with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through eircom or the eircom Store & Share Services, or otherwise access Content provided by third parties pursuant to their own use of the eircom Store & Share Services or otherwise. Any such activity, and any terms, conditions, warranties or representations associated with such activity, are solely between You and the applicable third party. eircom shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, access or utilization between You and any such third party.

Links to Third Party Sites. eircom does not endorse any sites on the Internet that are linked through eircom's websites or the eircom Store & Share Services. eircom provides such links to You only as a matter of convenience or as a function of eircom's commercial/sponsorship relationships, and in no event shall eircom be responsible for any content, products, services or other materials on or available from, or purportedly available from, such sites or parties.

Activity of Account. If You do not access Your eircom Store & Share Services account for a period of ninety (90) days or more, eircom may (in its sole discretion) remove and/or purge Your Content and account from the system. eircom may, at its sole discretion, provide You with prior notice of such deletion. If You do not immediately respond to eircom indicating that You will either remove the Content or return the account to active status (and proceed to do so immediately), eircom will deem the account abandoned and Your Content may be immediately purged from the system. While eircom endeavours to prevent viable and active accounts and Content from being purged prematurely, eircom is under no obligation to maintain such inactive or abandoned accounts.

Optional Additional Services. From time to time, eircom may make available to Users additional and related services to the eircom Store & Share Services, the purchase of which will be in Your sole discretion. eircom reserves the right to change the fees or applicable charges, as the case may be, for such additional and related services, and to institute new charges or pricing structure at any time, including but not limited to with respect to the eircom Store & Share Services, upon thirty (30) days prior notice to You. If You believe that eircom has billed You incorrectly, You must contact eircom no later than thirty (30) days after the due date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

Your Identity. You agree to provide eircom with accurate, timely information about Yourself and/or the minor over the age of 13 on whose behalf You are entering this Agreement, and update Your contact data such that it remains current. You will not provide eircom with false information about Your identity, impersonate another person or entity, or otherwise misrepresent Your identity or affiliation to eircom. eircom will use any associated personal information only in a manner consistent with that disclosed in eircom's Privacy Policy, which is incorporated into this Agreement by reference.

Access. You are solely responsible for maintaining the confidentiality of Your password and any additional identifying information required for Your use of eircom. You must immediately notify eircom if you become aware of any loss, theft, or unauthorized use of Your password or of any other unauthorized use of any User's account information, contact data, Content or eircom Store & Share Services account. eircom does not guarantee the security of any information or Content transmitted to or from your eircom Store & Share Services account. You are solely responsible for all Content and other information stored, transferred, and received under Your username, recognizing that if third parties obtain access to your password, You may be subject to legally binding actions taken on Your behalf. You are solely responsible for the Content maintained under Your username and password, and for ensuring that such Content in no event constitutes Prohibited Content (as defined and described below). eircom disclaims any and all liability for such matters, and, to the fullest extent

permitted by law, You agree to indemnify, defend and hold eircom harmless from and against any and all claims, liabilities, loss, damages and expenses (including, without limitation, reasonable fees of legal counsel) relating to or resulting from the use of Your username and password and/or Content maintained for You or accessed by You.

Reasonable Usage of Free Service. The eircom Store & Share Services are for PERSONAL, NONCOMMERCIAL USE ONLY, AND EACH USER IS LIMITED TO ONE (1) FREE eircom STORE & SHARE ACCOUNT. YOU FURTHER UNDERSTAND THAT THE eircom STORE & SHARE SERVICES AND USERS' USE THEREOF ARE SUBJECT TO eircom'S "FAIR USE" POLICY. YOU WILL BE IN VIOLATION OF THIS (Acceptable Usage) POLICY IF, WITHIN ANY MONTH, YOUR LEVEL OF USAGE GREATLY EXCEEDS THE FOLLOWING LIMITS:

FOR PURPOSES OF THIS POLICY, "USAGE" MEANS THE TOTAL AMOUNT OF BANDWIDTH A FILE/FOLDER HOSTED AND SHARED FROM eircom GENERATES

5GB STORAGE - 5GB BANDWIDTH/MONTH

50GB STORAGE - 50GB BANDWIDTH/MONTH',

AS DETERMINED BY eircom IN ITS SOLE DISCRETION. IN THE EVENT YOU ARE DEEMED TO HAVE VIOLATED THIS POLICY, eircom WILL RETAIN THE RIGHT TO TERMINATE YOUR USE OF THE eircom STORE & SHARE SERVICES IN THE EVENT THAT AN ALTERNATIVE RESOLUTION, SATISFACTORY TO eircom IN ITS SOLE DISCRETION, CANNOT BE REACHED.

No Infringement of Other's Rights. You represent, warrant and covenant as follows with respect to any Content You provide or otherwise make available through Your use of the eircom Store & Share Services (collectively, the Content Infringement Promises):

1. it is and will be (a) wholly Your own original work, (b) the original work of others from whom You have received the rights or authority to enter this Agreement, or (c) Your own original work that incorporates the work of others from whom you have acquired the rights or authority to enter this Agreement;
2. it does not and will not infringe on any third party's copyright, patent, trademark, trade secret or other intellectual property or proprietary rights, rights of publicity or privacy, or moral rights;
3. it does not and will not violate any law, statute, ordinance, regulation or judicial or regulatory order; and
4. You will in no circumstances upload or share copyrighted materials (for example, copyrighted music or video files) through your eircom Store & Share Services account.

Regulation of Content. eircom does not pre-screen or test Content and does not endorse any Content. Although eircom does not regularly monitor the use of the eircom Store & Share Services by You or any particular User, it reserves the right to do so if eircom, in its sole discretion, determines that there may be misuse as defined by the terms of this Agreement, including but not limited to Prohibited Content or the breach of the Content Infringement Promises. eircom may, but is not obligated to, monitor access, use, files and/or Content to detect signs of misuse, including but not limited to Prohibited Content or beach of the Content Infringement Promises. eircom will not knowingly tolerate the use of the eircom Store & Share Services for illegal or other injurious or damaging activities, including but not limited to Prohibited Content or breach of the Content Infringement Promises. If eircom believes, in its sole discretion, that You may be connected with such activities, eircom may disclose its user files and/or the Content to appropriate third parties, including legal authorities, and may terminate or suspend the eircom Store & Share Services provided to You pursuant to this Agreement. eircom may, in its sole discretion, remove, reclassify, re-categorize, or block Your or any User's access to all or any part of the eircom Store & Share Services or to any particular Content at any time for any reason, or for no reason at all. Without limiting the foregoing, eircom reserves its right to remove any Content if (a) it decides, in its sole discretion, that the Content may include Prohibited Content or otherwise breach any of Your obligations,

representations, or warranties hereunder, or (b) eircom receives an order of any governmental, judicial, police or regulatory authority requiring removal of the Content. eircom strongly encourages the use by You of parental control protections (such as computer hardware, software, or filtering services) that are commercially available and may assist in limiting access to Content that may be harmful to or inappropriate for minors.

Maintenance of Content. eircom shall have no responsibility for and does not guarantee the integrity of Content residing on the eircom websites through the eircom Store & Share Services. You are responsible for independent backup of Content stored in your eircom Store & Share Services account. You agree to assume all risk of loss of such Content. You agree to release and hold eircom harmless for any loss of data, whether on Your equipment or through the eircom Store & Share Services, arising out of or resulting from use of the eircom Store & Share Services, including use of software provided by eircom, if any. eircom may, but shall not be required to, delete Your Content after the termination of this Agreement or suspension of Your account.

Site Integrity. You will not attempt to gain access to eircom's private system areas or to other areas to which You are not expressly permitted access and You shall not reverse engineer or attempt to reverse engineer any portion of the eircom Store & Share Services or the components comprising the eircom Store & Share Services. You agree that if any of Your activities conducted in violation of this Agreement are found to disrupt or damage eircom's hardware, software, systems or their functions, You will reimburse eircom for system administration costs incurred in repairing the affected systems as well as direct and consequential damages incurred by eircom arising out of Your activities.

Acceptable Usage Policy. You agree that you will not collect personal information about other Users and will not send mass, unsolicited electronic mailings, chain letters, or "pyramid schemes" to other Users, or otherwise act in contravention of eircom's Acceptable Use Policy, incorporated by reference into this Agreement. You shall not use eircom for advertising or promotion of a commercial product or service.

Age Restrictions. Anyone 13 years old or older is eligible to use eircom Store and Share Services. An account for use by a minor must be established by a person over the age of 18 with the legal right to execute this Agreement on behalf of the minor and who guarantees such minor and the acts or omissions of such minor.

Prohibited Content. The eircom Store & Share Services may not be used for the electronic storage or accessing of Prohibited Content. eircom reserves the right at any time to remove any Prohibited Content and terminate your eircom Store & Share Services account under this Agreement. The storage of Prohibited Content may also subject You to civil and/or criminal liability.

Prohibited Content includes, but is not limited to, the following:

- * any Content which may be illegal or otherwise damaging to eircom, its Users, or others;
- * Content which infringes or is reasonably regarded as infringing the Content Infringement Promises;
- * Content which divulges information that You do not have a right to divulge due to a contractual, fiduciary, or privileged relationship;
- * Content which violates any federal, provincial, state or local law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- * Content which may be construed to be defamatory, libellous, unlawfully threatening or unlawfully harassing;
- * Content that would reasonably be considered to constitute pornography, sexual material or adult content or otherwise contrary to public policy;
- * Content which is false, inaccurate or misleading;
- * Content which is fraudulent or which incorporates counterfeit or stolen items or property;
- * Content which may be construed to promote physical harm or injury or otherwise advocate violence

against or unreasonable hostility toward people or groups based on their race, religion, national origin, sexual orientation, gender, disability or other analogous traits;

- * Content which instructs, aids, abets, or promotes any illegal activity including, without limitation, instructions on constructing explosive or incendiary devices; growing or producing controlled substances; or counterfeiting currency, passports, driver's licenses, etc;

- * Content which may contain child pornography or is otherwise illegal or unlawful;

- * Content which contains any viruses, Trojan Horses, Worms, Time Bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, expropriate or exercise any means of control over any system, data or personal information;

- * Content which provides advice for which any jurisdiction requires a professional license to disseminate including, but not limited to, legal or medical advice;

- * Content which creates liability for eircom or which may cause eircom to lose (in whole or in part) the services of its advertisers, service providers or suppliers; or

- * Content which links directly or indirectly to or includes descriptions of goods or services that constitute Prohibited Content as described above or are otherwise prohibited under this Agreement.

Licensing Fees, Royalties, Etc. As a User, You shall be solely responsible for all licensing, reporting and payment obligations of any kind to third parties in connection with Content made accessible by You, including but not limited to any applicable license fees, royalties, participations, residuals, union and/or guild payments, "sample" or "replay" licenses or payments, and mechanical, synchronization or public performance royalties. Neither eircom nor any User shall have any obligation to make any such payments or comply with any such obligations.

Non-Assignability. You may not assign, transfer, or delegate this Agreement, Your duties and obligations under this Agreement, Your benefits under this Agreement, or Your eircom Store & Share Services account to anyone without the express written consent of eircom. Upon reasonable notice to You, eircom may assign or transfer this Agreement at its sole discretion.

DISCLAIMER OF WARRANTIES. THE eircom STORE & SHARE SERVICES AND THIRD PARTY APPLICATIONS OR CONTENT THAT MAY BE MADE AVAILABLE BY eircom IN CONNECTION THEREWITH, ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, eircom DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Without limiting the generality of the foregoing, eircom does not warrant that the eircom Store & Share Services, any Content, links, hardware, sites, software, applications, data or other material will be uninterrupted or error-free, or that defects will be detected or corrected; neither eircom nor its agents or contractors warrants that any service, software, Content or the methods by which they are made available will be free of viruses or similar contamination, destructive or controlling features, or otherwise in compliance with third party rights. You expressly agree to solely assume the entire risk as to the quality and performance of your eircom Store & Share Services account, Your use of such account and the accuracy and completeness of, and compliance with applicable law and noninfringement by, any Content. You expressly agree to assume the entire cost of all necessary servicing, repair, correction and related liabilities resulting from Your use of the eircom Store & Share Services or others' access to the Content made available by You. If applicable law does not allow the exclusion of implied warranties, certain of the above exclusion may not apply to You.

LIMITATION OF LIABILITY. YOU AGREE THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES, INCLUDING (BUT NOT LIMITED TO) NEGLIGENCE, SHALL eircom BE LIABLE FOR ANY DAMAGES (INCLUDING, BUT NOT LIMITED TO, ACTUAL, DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE,

OR CONSEQUENTIAL DAMAGES) THAT RELATE TO OR RESULT FROM THE USE OF, THE INABILITY TO USE, OR THE CORRUPTION OF CONTENT, OR OTHER DATA STORED ON, STORED IN, RETRIEVED FROM, ACQUIRED, TRANSMITTED OR TRANSFERRED THROUGH THE eircom STORE & SHARE SERVICES AND THE COMPONENTS COMPRISING SUCH SERVICES, EVEN IF eircom OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL eircom's TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE GREATER OF €500.00 OR THE AMOUNT PAID BY YOU FOR ACCESSING OR USING THE eircom STORE & SHARE SERVICES. If applicable law does not allow the limitation or exclusion of liability or incidental or consequential damages, certain of the above limitations or exclusions may not apply to You.

Indemnification. In addition to any other indemnities provided for in this Agreement, You agree to defend, indemnify and hold eircom and its shareholders, agents, employees, consultants, representatives and/or assigns harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including, but not limited to, reasonable legal counsel fees and costs through appeal) relating to, arising out of or resulting from, in whole or in part, any acts or omissions by You, or Content, materials or information stored, transmitted or received by or for You, that in any way relate to the eircom Store & Share Services, including but not limited to Prohibited Content, breach of the Content Infringement Promises or other breach of the terms of this Agreement, including but not limited to the Acceptable Use Policy.

Termination at Will. eircom reserves the right to change, suspend or discontinue all or any aspect of the eircom Store & Share Services at any time, including the availability of any feature or any Content, without prior notice or liability to You. Either party may terminate this Agreement at any time for any reason or for no reason by sending notice of termination to the other party. In the event You cancel this Agreement or otherwise cease to use Your eircom Store & Share Services account, eircom will not refund any fees or charges, if applicable, already paid by You. Each party expressly waives any and all claims it may have against the other party arising out of or related to any such termination at will.

Termination for Cause. eircom may terminate this Agreement, if You submit false or misleading information to eircom, or if You otherwise breach any provisions of this Agreement. Upon termination for cause, You will no longer have the right to access or otherwise use the eircom Store & Share Services, and You will be precluded from accessing or otherwise using the eircom Store & Share Services in the future. eircom expressly reserves any and all additional rights and remedies it may have against You including, but not limited to, claims for breach of contract.

Choice of Law and Venue. The eircom Store & Share Services are managed from eircom's offices located in the Republic of Ireland. eircom makes no representation that the eircom Store & Share Services are appropriate or available for use in other locations. If You choose to access or use the eircom Store & Share Services from other locations, You do so on Your own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. All matters with respect to this Agreement, including, without limitation, matters of validity, construction, effect and performance shall be governed by the internal laws of Ireland applicable to contracts made and to be performed therein between the residents thereof (regardless of the laws that might otherwise be applicable under principles of conflicts of law). Any action or proceeding related to the subject matter of this Agreement shall be held in the Republic of Ireland. You hereby agree to submit to personal jurisdiction in the courts located in Republic of Ireland. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

Severability and Waiver. If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Non-enforcement of any section of this Agreement does not constitute consent or waiver and eircom reserves the right to enforce any provision of this Agreement at its sole discretion at any time.

Incorporation. The terms of this Agreement supersede any prior representations made by eircom or negotiations between You and eircom and form the entire agreement between the parties relating to the subject matter contained herein.

Modifications. eircom may from time to time amend the terms and conditions of this Agreement. At the time of any such change, You will be notified of the modified terms and conditions. Continued use of your eircom Store & Share Services account after the effective date of the notification shall constitute acceptance of the changed Agreement.

Notice. Legal notice to eircom must be delivered in writing to:

eircom Limited
1 Heuston South Quarter
St. John's Road, Dublin 8, Ireland

Any notice to You required by law or under this Agreement will be effectuated by eircom posting notice on the eircom Store & Share Services site in a designated area and via electronic mail (e-mail) to the address on file with eircom (if any). You agree and acknowledge that e-mail provides an entirely adequate, sufficient, and complete means by which notice may be given to You by eircom, and that no other notification is necessary.

Authority. You represent and warrant as follows:

- * You are over the age of 18;
- * You have full right and power to enter into and perform this Agreement, and have secured all third party consents necessary to enter into and perform pursuant to this Agreement; and
- * if You are establishing an account on behalf of a minor or if any contribution to the Content provided by You is from a minor, You have the legal right to execute this Agreement on behalf of the minor and guarantee such minor's performance of, and adherence to, the terms of this Agreement.

These warranties shall survive any termination of this Agreement.

Agreement. You represent that You have carefully read this Agreement, that You understand its contents, and that You have had an opportunity to seek independent legal advice with respect to the review and advisability of entering into this Agreement.

eircom Store & Share Acceptable Usage Policy:

This Acceptable Usage Policy discloses eircom Limited's acceptable usage practices and is incorporated into eircom Limited's Terms of Service and Agreement with its Users. Any capitalized terms in this Policy not otherwise defined herein will be as defined in the eircom Store & Share Services Terms of Service.

When using the eircom Store & Share Services, You are prohibited from engaging in certain activities which include, but are not limited to, those described in this Acceptable Usage Policy. If You engage in any of the prohibited activities described below it may, at the sole discretion of eircom Limited and without notice to You, result in the immediate (1) restriction, suspension or termination of your use of the eircom Store & Share Services, without compensation, (2) blocking, filtering or removal of Content, or (3) involvement of law enforcement agencies or other criminal or civil liability. The foregoing applies notwithstanding any language or term to the contrary contained in any agreement that You may have with eircom Limited.

You are responsible for use of Your eircom Store & Share Services account by You or any third party, whether or not such use has been authorized by You.

While using the eircom Store & Share Services, You are prohibited from any activities that, in eircom Limited's sole judgment, involve posting, uploading, reproducing, distributing or otherwise transmitting information or materials where such activity constitutes a criminal offence or from otherwise engaging in or assisting others to engage in any criminal offence including, but not limited to, those offences listed below:

- * Communicating hatred
- * Pyramid selling
- * Unauthorized use of a computer
- * Mischief in relation to data
- * Fraud
- * Defamatory libel
- * Obscenity
- * Child pornography
- * Harassment/ stalking
- * Uttering threats

In addition to those criminal activities outlined above, while using the eircom Store & Share Services, You are prohibited from performing any activities that, in eircom Limited's sole judgment, involve posting, uploading, reproducing, distributing or otherwise transmitting information or materials where such activity gives rise to civil liability or from otherwise violating the rights or assisting others to violate the rights of eircom Limited or any third party, including, but not limited to, the violations listed below:

- * Copyright infringement
- * Trade-mark infringement
- * Patent infringement
- * Misappropriation of trade secrets
- * Defamation

Using keywords, metatags or other means in Your description of any Content or otherwise that are unrelated to the Content or the property of third parties.

While using the eircom Store & Share Services, in addition to those activities outlined above, You are prohibited from engaging in or assisting others to engage in any activity that, in eircom Limited's sole judgment, (1) disrupts or threatens the integrity, operation or security of the eircom Store & Share Services or any computer or Internet system, (2) elicits complaints from other eircom Store & Share Services Users, other Internet Users or Internet

service providers, (3) is contrary to any law, regulation or public policy, or (4) is otherwise reasonably considered to be objectionable. Examples of such prohibited activity include, but are not limited to:

- * Scanning or probing another computer system
- * Obstructing or bypassing computer identification or security procedures
- * Engaging in unauthorized computer or network trespass
- * Maintaining a relay service open to the general public
- * Engaging in denial of service attacks
- * Harvesting email addresses or other confidential information of any person for any purpose, including resale
- * Engaging in any activity which could cause loss or degradation of service to eircom Limited's Users or other Internet Users
- * Posting, uploading, reproducing, distributing or otherwise transmitting any data, information or software that constitutes a virus, trojan horse, worm or other harmful, disruptive or controlling component
- * Posting, uploading, reproducing, distributing or otherwise transmitting any material that would reasonably be considered as pornography, sexual material or adult content
- * Exporting equipment or software outside of Canada or the U.S. in contravention of applicable export control legislation
- * Falsifying address information, modifying message headers to conceal your identity or impersonating or misrepresenting others
- * Posting, uploading, reproducing, distributing, otherwise transmitting, or collecting responses from unauthorized or unsolicited duplicative e-mail messages, junk or bulk e-mail messages, chain letters, newsgroup postings or other "spam" (eircom Limited reserves the right to determine, in its sole discretion, whether a message constitutes "spam")
- * Engaging in any conduct that directly or indirectly encourages, facilitates, promotes, relies upon or permits the foregoing prohibited activities including, without limitation, failing to implement reasonable technical or administrative measures to prevent spam, viruses and worms

eircom Limited reserves the right to disclose any Content, and to disclose any other or further information in eircom Limited's possession about You or Your conduct, in the event of a complaint or legal action arising from any such Content or conduct

eircom Limited may cooperate with other on-line service providers to discourage and resist abuses of acceptable use policies. eircom Limited reserves the right to take corrective action against You upon notification to eircom Limited of unacceptable activities by You on other networks. You are prohibited from using the services of another provider to engage in or facilitate any activity that violates this Acceptable Usage Policy or the Agreement.

eircom Limited reserves the right to revise this Acceptable Usage Policy at any time.

eircom Limited does not assume liability to You or any other party for failure to enforce the terms of this Acceptable Usage Policy.

Any terms not otherwise defined in this Acceptable Usage Policy will be as defined in the Agreement. eircom Store & Share Privacy Policy:

This Privacy Policy discloses eircom Limited's privacy practices and is incorporated into eircom Limited's Terms of Service and Agreement with its Users. Any capitalized terms in this Policy not otherwise defined herein will be as defined in the eircom Store & Share Services Terms of Service.

Collection and Use of Personal Information

Except as required by law, subpoena or court order, eircom Limited will not sell, share, or otherwise provide personal information to others in ways different from what is disclosed in this Privacy Policy.

1. Registration. In order to use the eircom Store & Share Services, Users must first complete a registration form, which requires that the User provide certain information to eircom Limited. This information is used to

identify the specific User utilizing the eircom Store & Share Services. The User may provide optional identifying information, demographic information, and unique identifiers to enable eircom Limited to provide a more personalized experience when using the eircom Store & Share Services. If subscribing to paid services, eircom Limited will also need to collect certain financial and billing information, which will be used to collect fees and potentially to check credit references.

2. Cookies. A cookie is a piece of data stored on the User's hard drive containing information about the User. Cookies identify the User for eircom Limited's database, but provide no information other than that which You have already provided to eircom Limited. For instance, by setting a cookie on this site, the User would not have to log in a password more than once, thereby saving time while on the site. If a User rejects the cookie, he/she may still use the eircom Store & Share Services. Cookies can also enable eircom Limited to track and target the interests of its Users to enhance their eircom Store & Share Services experience. Some of eircom Limited's business partners may use cookies and action tags (also known as single pixel gifs or web beacons) on the site for purposes such as serving ads and measuring advertising effectiveness. eircom Limited, however, has no access to or control over their use of these cookies and is not responsible for the data collected through these cookies, or how any such collected data is used or shared by eircom Limited's business partners.

3. IP Addresses. eircom Limited uses IP addresses to analyse trends, administer its provision of the eircom Store & Share Services and track Users. IP addresses are linked to personally identifiable information for security and operational purposes only.

4. Correspondence. eircom Limited may correspond with Users for support and administration purposes, including as may pertain to informing Users concerning upgrades, features and other issues directly related to the eircom Store & Share Services. Except as per the foregoing sentence, for tracking purposes, as required by law or to assist in enforcing the Agreement with its customers, eircom Limited will not use such correspondence for any secondary purpose or to send You unsolicited electronic mail.

5. Surveys and Contests. From time to time, eircom Limited may request information from Users via surveys or contests. Participation in any such surveys or contests is completely voluntary and the User therefore has a choice whether or not to disclose the requested information. Information requested may include contact information (e.g., name and address), and demographic information (e.g. age, level or income). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site and the eircom Store & Share Services.

6. Site and Service Updates. eircom Limited may send its Users site and service announcement updates. Users are not able to unsubscribe from service announcements, which contain important information about the eircom Store & Share Services. eircom Limited communicates with its Users to provide requested services and in regard to account-related issues via electronic mail.

7. Disclosure of Personal Information

Unless eircom Limited reasonably believes that it is required to do so by law, regulation or other government authority, eircom Limited will not give, sell, share, trade or otherwise provide any personal information about You to third parties or provide Your personal information, including your name or electronic mail address, except that eircom Limited may transfer your personal information to a successor identity upon a merger, consolidation or other corporate reorganization in which eircom Limited participates or to a purchaser of all or substantially all of eircom Limited's assets.

Such successor entity shall be bound by the terms and conditions of this Privacy Policy. eircom Limited may also disclose Your username, name, address, electronic mail, and other personal information as it believes necessary or appropriate in connection with an investigation for fraud, intellectual property infringement, piracy, or other illegal activity as well as dispute resolution and enforcement of the Agreement. eircom Limited will share aggregated demographic information with its business partners and advertisers. This is not linked to any personal information that can identify any individual person.

8. Links. The eircom Store & Share Services site contains links to other sites. Please be aware that eircom Limited is not responsible for the privacy practices of such other sites. eircom Limited encourages its Users to be aware when they leave the eircom Store & Share Services site and to read the privacy statements of each and

every web site that collects personally identifiable information. This Privacy Policy applies solely to information collected by eircom Limited in direct connection with the eircom Store & Share Services and the associated eircom Limited-owned sites.

9. Privacy of Other Users. In all cases, You must give Users an opportunity to remove themselves from Your database and a chance to review what information You have collected about them should they so desire and request. In addition, except as defined in this section, you cannot disclose personal information about another User to any third party for a commercial purpose without eircom Limited's prior written consent and the consent of such other User after adequate disclosure.

Security of Personal Information

eircom Limited uses best practices to protect its Users' information. eircom Limited may employ procedural and technological measures, such as encryption, firewalls, secure socket layers, internal restrictions and other security measures, to protect your personal information from loss, unauthorized access, disclosure, alteration or destruction. When eircom Limited requests that Users provide to it sensitive information (such as a credit card number), that information is protected with SSL encryption software for transmission to eircom Limited. All of eircom Limited's Users' information is restricted in eircom Limited's offices. The servers on which eircom Limited stores personally identifiable information are kept in a secure environment. Your access to your eircom Limited site and Your personal information contained thereon or related thereto is protected by an encrypted password. eircom Limited recommends that You do not disclose Your password to anyone. The security of your personal information relies on Your protection of Your eircom Limited password. If You suspect that someone may have obtained access to Your password, please change it immediately.

Correction/Update/Removal of Personal Information

If Your personally identifiable information changes, eircom Limited will correct or update Your the personal information on Your request. eircom Limited will remove Your personal information from its current database if You decide that You no longer want to use eircom Store & Share Services and request to be removed from the eircom Store & Share Services database, or if it otherwise no longer has reason to retain such information pursuant to this policy. eircom Limited may in some circumstances retain information that You have requested removed to resolve disputes, troubleshoot problems and enforce the Agreement. Further, such prior information is never completely removed from eircom Limited's databases due to technical constraints and the fact that eircom Limited backs up its systems. Accordingly, Your personal information will not be completely removed from eircom Limited's databases in response to Your request or eircom Limited's reasonable disposition of such information.

Opt-out

You may opt-out of having Your information used for purposes not directly related to the eircom Store & Share Services at the point where eircom Limited requests information. Users who no longer wish to receive certain materials from eircom Limited or eircom Limited's business partners in accordance with this Policy, or who otherwise wish to contact eircom Limited in respect of this Policy, including but not limited to for the purpose of updating Personal Information, may contact eircom Limited.

Notification of Changes

eircom Limited reserves the right to change this Privacy Policy at any time and from time to time. Should eircom Limited decide to change this Privacy Policy, it will post those changes in order to ensure that Users are always aware of what information eircom Limited collects, how it uses such information, and under which circumstances, if any, it is disclosed. If at any point eircom Limited decides to use personally identifiable information in a manner different from that stated at the time it was collected, eircom Limited will notify You by way of electronic mail. You will have a choice as to whether eircom Limited may use Your information in this different manner.

No Warranties/No Liability/Authorization

Due to technical, legal and practical limitations, eircom Limited cannot warrant and does not guarantee, and You should not expect, that all of Your private communications and other personal information will never be disclosed in ways not otherwise described in this Privacy Policy. eircom Limited may disclose information to governmental authorities or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications. You should consider any communication that you transmit to eircom Limited or to any other User as non-confidential, and you hereby agree that eircom Limited will not be in any way liable or responsible if Your personal information is intercepted and used by an unintended recipient. You authorise eircom Limited to disclose any information about You to law enforcement or other government officials as eircom Limited, in its sole discretion, believes necessary, prudent or appropriate, in connection with an investigation of fraud, intellectual property infringement, or other activity that is illegal or that may, in eircom Limited's reasonable opinion, expose eircom Limited to legal liability.

A copy of the eircom Price List can be inspected at eircom, 1 Houston South Quarter, St John's Road, Dublin 8, Ireland; by visiting www.eircom.ie/pricing; or by contacting Free one 1901.

One month's notice will be given to the Customer of any increase in either the charges for calls made from the telecommunications line rented by the Customer or in the rentals for the telecommunications line(s) or equipment. Full details of all eircom's current charges can be obtained by visiting www.eircom.ie/pricing or by contacting Freefone 1901 (Residential Customers).

Complaint Procedure.

In the event of any dispute, complaint or problem with respect to this policy and related eircom Limited practices, a definitive procedure for resolution has been established as outlined below. eircom Limited is committed to resolving any such issues promptly, justly, objectively and, where possible, confidentially. A written outline of the issue should be forwarded directly to eircom Limited 1 Heuston South Quarter, St. John's Road, Dublin 8, Ireland who in turn will investigate, examine and evaluate all the facts. On the information gathered and other related details, a formal written decision will be completed and will be forwarded to You within 30 days of receipt of Your complaint. During investigation of the issue, it may be necessary for further Personal Information to be shared with eircom Limited or other appropriate parties internal or external to eircom Limited. In all cases, eircom Limited will remain responsible for the protection of all such Personal Information. You may also contact the office of the Data Protection Commissioner if you are dissatisfied with the implementation of the policy by eircom Limited. The website of the Office of the Data Protection Commissioner is available at www.data-protection.ie for further information.

Around dispute resolution

eircom 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 working days of receipt. 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 eircom's Customer Care Code of Practice for Complaint Handling, which can be viewed by visiting www.eir.ie/codeofpractice. The Customer can log a complaint by contacting Freefone 1901 (Residential customers) or by sending a fax to our Customer Care Centre at 1800 200 480. In the event the parties cannot agree the Customer may refer the dispute to any recognised dispute resolution service in accordance with the Customer Care Code of

Practice for Complaint Handling.

Contact us

For further information concerning this privacy policy or its application or for access to Your or Your Customers' Personal Information, please write to us, in English only, via e-mail at eliving.feedback@eircom.net

Contact number

The customer can obtain further support or information on all Residential Tariff Plans on www.eir.ie or by contacting Freefone 1901.