

Terms of Use of eir Business Advantage Wifi Service

1. eircom limited, “eir” is registered as a Branch in Ireland Number 907674 and is incorporated in Jersey Number 116389 with a branch address at 1 Heuston South Quarter, St. John’s Road, Dublin 8.

In these terms and conditions:

“us”, “we” or “our” means , or refers to, eir

“you”, “your” or “customer” means, or refers to, the eir business customer

“Service” means, or refers to, the “eir Business Advantage WiFi service”

“SSID” means “Service Set Identifier” which defines the wireless network name broadcasted from the WiFi service

2. The Service will enable you and your end user customers to access the internet and send and receive data through our wireless broadband network and through the internet using wireless technology from a designated location with access points for the Service.
3. By accessing the eir Business Advantage WiFi service, you agree to the disclaimers and terms and conditions (“Terms”) set forth below and the privacy policy (which sets out how we may use information provided by you via the Service).
4. Please ensure that you read these Terms with care. If you do not agree to these Terms, you should not use the Service. We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms at any time and we will bring these changes to your attention on the next occasion you access the Landing Page. You should check these Terms periodically for changes as by accessing the Landing Page and/or using the Service after we post any changes to these Terms, you are agreeing to accept those changes, whether or not you have reviewed them.
5. The applicable charges for access to and use of the Service are set out and calculated in accordance with the Charges published on www.eir.net/pricing. All charges will be levied and paid in euro. Value Added Tax or any other applicable tax or like charge is included in the Charge.

ACCESSING THE SERVICE

6. You are responsible for making all arrangements necessary for you to have access to the Service, such as including that your computer or device is adequately protected against viruses and other files or programs that may damage or impair your computer or device. In order to successfully access the Service, you must use a WiFi Device. For the purpose of these Terms “WiFi Device” means any device such as a personal computer, laptop, smartphone, tablet or digital audio player that can connect to the Internet via a wireless network access point using the IEEE 802.11 family of standards. However, the Service may not function efficiently or effectively in some areas due to reasons outside our control, such as the geographic location or severe weather conditions.
7. All Service installations include access to a functioning eir PSTN voice service with active incoming and outgoing voice service. It is the responsibility of the customer to ensure that this voice service is used in accordance with the published terms of use of the eir voice service (<http://www.eir.ie/bveir/pdf/Pt1.1.pdf>).

CONDITIONS OF ACCESS

8. From time to time we may have to interrupt or suspend the Service and if we do so, we will restore it as quickly as we can or change technical specifications associated with the Service.
9. The Service may be impaired by conditions or circumstances beyond our reasonable control. We do not accept responsibility for such conditions or circumstances. We do not guarantee that the Service will be compatible with your WiFi Device, equipment, communications network or any software that you may use. We do not guarantee performance of the internet or that you will be able to use the internet in the event where the internet is impaired by conditions or circumstances beyond our reasonable control. Using the internet is at your own risk.
10. Due to the nature of the Service, you accept that we cannot guarantee the security of the Service against unlawful access or use. You should make sure that you have adequate security to prevent unlawful access to or use of the Service, access to your computing equipment or disclosure of confidential information. You accept that we do not guarantee the integrity, authentication and confidentiality of the information, files and data (including credit card PIN) you may wish to exchange over the internet.

CONTENT

11. eir is not responsible for any third party information (such as data files, text, computer software, audio or audiovisual files, music, photographic or other images) (the “Content”) accessible, published or distributed through the Service and to the

fullest extent permitted by law, eir disclaims all liability in respect of such Content. Such Content is subject to third party intellectual property rights. You may not use, reproduce, copy, modify, sell, exploit or distribute Content (either in whole or in part) unless you are authorized to do so by the owners of the intellectual property in the Content.

12. You agree that, in order to make the Service available to you or your end user customers, it may be necessary for us to incorporate advertisements from our advertising partners as part of the Service and the Landing Page.
13. You agree that, we may decide to broadcast SSIDs specific to eir customers without requiring consent or permission from the customer.
14. You agree that you are entirely responsible for and assume all risks associated with all Content or other material that you distribute, display, upload, download, post, email, transmit or otherwise make available on or through the Service, whether publicly posted or privately transmitted including all subsequent use of such Content (“**User Content**”).
15. You represent and warrant that you are the owner or licensee of the intellectual property rights in, or have obtained all necessary permissions to use, User Content in connection with your use of the Service, including the distribution, publication and reproduction of User Content.
16. While eir reserves the right to filter any illegal Content from the Service, you accept that some Content accessible through the Service may be offensive, indecent or objectionable to you and your end-user customers and that you use the Service at your own risk.
17. eir is a conduit for the provision of the Service and is not responsible for screening or monitoring Content or other material uploaded or downloaded by you and your end user customers using the Service. However, we reserve the right without any liability to you, to remove any User Content if we receive notice from a third party that such material infringes their rights and to disclose your identity to any such third party, including law enforcement agencies. While we do not have any obligation to screen any User Content, we may in our sole discretion remove any User Content if we believe it to be unlawful or objectionable, without any liability to you.
18. You accept and agree that we cannot guarantee the integrity or security of Content or other material transmitted through the Service, including credit card and other sensitive information and you accept that you transmit such Content or material entirely at your own risk.
19. You accept that you are responsible for all customer data collected through the Service including customer name, customer contact details, and are responsible for the use of such data in accordance with data protection laws.
20. You accept that we cannot guarantee the security of customer data collected through the Service as provided by your end user customers and that it is the responsibility of the Customer to ensure this data is secure and utilised in accordance with data protection laws.

INTELLECTUAL PROPERTY

21. You acknowledge and agree that eir (or its licensors) own all intellectual property subsisting in the Service whether registered or unregistered and nothing in these Terms gives you any right or licence to use or reproduce any trademarks, logos, domain names or other brand names of eir.

ACCEPTABLE USE OF THE SERVICE

22. It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of this Service. In general, eir will not tolerate any use of the Service which damages or is likely to damage our reputation, the availability or integrity of the Service or which causes us or threatens to cause us to incur any legal, regulatory or other liability. We therefore request you to treat our Service with respect, and not to use the Service for any illegal purpose, or in such a way as to infringe or breach eir’s or any third party rights or to cause or threaten to cause us damage. We also ask you to comply with any relevant notices, policies and terms imposed by third parties whose websites, products or services you access through the Service.
23. We may terminate your use of the Service at any time without notice. We reserve the right to suspend the use of the Service generally or block your access to the Service at any time or if we suspect misuse or breach of these Terms. Termination of your account may result in the deletion of your files and content associated with your account and all related information.
24. To the extent permitted by law, eir is entitled to retain and/or disclose any information or Content, including your IP address, User Content or account information in whole or in part, which is in eir’s possession in connection with your use of the Service to: (a) comply with applicable laws, regulations or requests of law enforcement agencies; (b) enforce the Terms; (c) respond to any claims that User Content violates the Terms or the rights of third parties; (d) to protect our rights, property or personal safety, those of other users of the Service or any third party; or (e) as eir in its sole discretion believes to be necessary or appropriate. We reserve the right to report any misuse of the Service to the relevant enforcement or other authorities and to our

legal advisers. We further reserve the right to disclose any evidence we have which relates directly or indirectly to misuse of this Service.

- 25. You agree not to use the Service, or encourage or cause or permit third parties to use the Service:
 - 25.1 to contravene applicable Irish or European law, statute, regulations or codes of practice;
 - 25.2 to seek unauthorised access to eir facilities, services or resources, or the facilities, services or resources of connected networks;
 - 25.3 to upload material that reveals trade secrets, unless you own them or have the permission of the owner;
 - 25.4 to upload material in violation of the laws of Ireland;
 - 25.5 to upload material (i) that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it, or (ii) that infringes on any intellectual property or proprietary rights of others or on the privacy or publicity rights of others;
 - 25.6 to upload material that is harmful, defamatory, tortious, threatening, obscene, harassing, abusive or designed to incite hatred, violence or discrimination or is otherwise objectionable or harmful to minors;
 - 25.7 impersonate another person or entity;
 - 25.8 to jeopardise, disrupt or prejudice the operation, quality or integrity of the Service, or the operation, quality or integrity of any telecommunications network;
 - 25.9 to harvest or otherwise collect information about others, including e-mail addresses, without their consent through agreement on the Service guest portal;
 - 25.10 in a manner that constitutes an act of reselling the Service without the prior written consent of eir;
 - 25.11 to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, or any other files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - 25.12 to attack the Service via a denial-of-service attack or interfere with the security of the Service.

DISCLAIMERS OF WARRANTIES

- 26. this service is provided by eir on an “as is” basis to the fullest extent permitted by applicable law, eir disclaims all warranties, express or implied.
- 27. eir does not warrant that:
 - 27.1 the service or any function contained in the service will meet your requirements or will be secure, uninterrupted or error-free;
 - 27.2 that defects will be corrected, or that the service or the servers that make the service available are free from viruses or other harmful components; or
 - 27.3 any information obtained by you as a result of your use of the service will be accurate or reliable.
- 28. eir does not warrant or make any representations regarding any third-party service or site accessed through the service in terms of the correctness, accuracy, timeliness, reliability, or otherwise of such third party service or site and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such product, offering, content or material.
- 29. These Terms do not affect your statutory rights and must be read subject to those rights.

LIMITATION OF LIABILITY

- 30. You expressly understand and agree that (to the fullest extent permitted by law) eir shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, (even if we have been advised of the possibility of such loss or damage) including, but not limited to, damages for loss of profits or contracts, income or revenue, goodwill, anticipated savings, data or other intangible losses, arising out of, or resulting from: (a) the use or the inability to use the Service or any changes which eir may make to the Service, or for any suspension or cessation in the provision of the Service; (b) the use of, or reliance on, any content or other material on the Service or any website accessed via the Service; (c) unauthorised access to or loss or alteration of your transmissions or data; (d) conduct of any third party using the Service; or (e) any other matter relating to the Service. In no event shall our total liability under these Terms or otherwise in relation to the Service, including for all damages and loss and all related costs, fees, charges and expenses, cumulatively exceed the amount of the charges (if any) you paid for the use of the Service. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which

cannot be excluded or limited under applicable law.

30. Any Content or other material downloaded or otherwise obtained through your use of the Service is done at your own risk and that you will be solely responsible for any damage to your computer system or other device or loss of data arising from the download of any such Content or material.
31. To the maximum extent permitted by applicable law, eir disclaims all liability in respect of any Content which arises under intellectual property rights, or arising from any action taken by a third party or by a law enforcement agency in respect of libel, privacy, publicity, obscenity or other laws. eir also disclaims all liability with respect to the misuse, loss, modification or unavailability of any Content.
32. If you are dissatisfied with any portion of the Service, or with any of these Terms, your sole and exclusive remedy is the discontinuation of your use of this Service.

GOVERNING LAW

33. The Service has been provided by eir in Ireland. These Terms will be governed by, and construed and enforced in accordance with, the laws of Ireland (excluding Northern Ireland). You hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of Ireland (excluding Northern Ireland).

PRIVACY

34. We are committed to protecting your privacy and security. All personal data that we Collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these Terms by this reference and is available on www.eir.net
35. In accessing this Service the User accepts that information passing over the Internet may not be free from interference by third parties. In consequence, eir cannot guarantee the privacy or confidentiality of any information relating to you passing over the Internet. You shall be responsible for your communications to this Service, including their lawfulness, truthfulness and accuracy.

ADDITIONAL TERMS

36. Your use of Content or any third party Service accessible through the Service may be subject to any additional terms which may apply between you and such third parties. Such additional terms are unaffected by these Terms provided that your use of the Service is at all times compliant with these Terms.
37. These Terms (including the Privacy Policy) constitute the entire agreement between eir and you with respect to your access to and use of the Service and any third-party service or site accessed through the Service.
38. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
39. Our failure to exercise or delay in exercising a right or remedy provided by these Terms or by law does not constitute a waiver of those or any other rights or remedies.
40. All Business Advantage WiFi service equipment remains the property of eir for the duration of service supplied to you the customer. Where service is ceased by the customer while in contract, eir reserve the right to recover all remaining charges for the remainder of customer contract and also to recover all Business Advantage WiFi service equipment from the customer premises and also terminate access to the online service portal. Where service is ceased by the customer while out of contract, eir reserve the right to recover all Business Advantage WiFi service equipment from the customer premises and also terminate access to the online service portal. In all cases of cessation of Business Advantage WiFi service, equipment must be returned to eir.