

## eir Sport App - Terms & Conditions

### 1. DEFINITIONS

Terms not herein defined shall have the meaning given to them in the eir Sport Terms.

**Additional User:** another individual user of the Service using one of your registered Devices;

**Content:** the selection of sport TV channels that is available via the Service, as described on the Website;

**Device:** the device e.g. smart phone / tablet / computer or device(s) that have been registered by you to use the Service in accordance with the instructions and restrictions set out in the Website and these eir Sport App Terms;

**eir:** eircom Limited with a business address at 1 Heuston South Quarter, St. John's Road, Dublin D08 A9RT;

**eir Group Customer:** the types of eir and eir Group customers set out in the Website who are eligible to register a Device and use the Service as directed by eir and which may be updated by eir from time to time;

**eir Group:** any subsidiary or holding company of eir as the terms "subsidiary" or "holding company" are defined in the Companies Act 2014;

**eir Sport App:** the app which allows you to use the Service on your Device;

**eir Sport Terms:** the eir Sport general terms and conditions, as set out at [www.eir.ie/termsandconditions](http://www.eir.ie/termsandconditions);

**eir Sport App Terms:** these terms and conditions;

**Service:** the Streaming service as described on the Website and in these eir Sport App Terms which turns your Device into a TV so that you can watch Content in your Home or outside of your Home in the Territory;

**Streaming:** the images and sounds which are delivered live to your Device to view when you press play, rather than being downloaded to your Device to view at a later time;

**Territory:** the Republic of Ireland;

**Website:** the website [www.eir.ie/tv/sport](http://www.eir.ie/tv/sport) or any other website address which we notify to you regarding the Service and which may be updated from time to time;

**Web Client:** the eir Sport App used with an eligible Internet browser on your Smartphone/PC/Laptop/tablet.

## **2. GENERAL**

- 2.1 The Service is provided by eir, and these eir Sport App Terms are with eir. References in these eir Sport App Terms to "we" or "us" shall be read as references to eir. These eir Sport App Terms are in addition to the eir Sport Terms. In the event of any conflict between the eir Sport Terms and the eir Sport App Terms the eir Sport App Terms shall prevail.
- 2.2 By accessing, downloading and or using the eir Sport App, you acknowledge and agree to the disclaimers, the eir Sport App Terms and the eir Sport Terms.
- 2.3 We reserve the right, in our sole discretion, to change, modify, delete, add or remove portions of these eir Sport App Terms at any time.
- 2.4 Any new features, including the release of new releases, versions, services, content, updates, tools or resources, shall be subject to the then current eir Sport App Terms.
- 2.5 From time to time we may post changes to these eir Sport App Terms and you should check these eir Sport App Terms periodically for changes as by using the eir Sport App you are agreeing to accept those changes, whether or not you have reviewed them.

## **3. THE SERVICE**

- 3.1 The Service is available in the Territory and allows you (and any Additional User) to watch the Content on your Device(s) in the Territory.
- 3.2 The Service is variable and therefore may change from time to time.
- 3.3 To access and use the Service you must:
  - 3.3.1 accept these eir Sport App Terms.
  - 3.3.2 have a "My eir" or "My Meteor" account, please visit [www.eir.ie/myeir](http://www.eir.ie/myeir) or [www.meteor.ie/mymeteor](http://www.meteor.ie/mymeteor) if you do not have such an account.
  - 3.3.3 have a registered Device.
  - 3.3.4 ensure that your Device meets the minimum hardware, systems and software requirements, as set out on the Website and updated by eir from time to time.
  - 3.3.5 download the eir Sport App onto the Device and only access and use the Service via the Device in the Territory. The eir Sport App is suitable and compatible with operating systems as set out on the Website and updated by us from time to time.
  - 3.3.6 ensure that outside of your Home you have access to a suitable network connection.
  - 3.3.7 follow our reasonable instructions and requirements in relation to how you use the Service, as set out in these eir Sport App Terms and on the Website, and regularly check the Website for updates to such instructions and requirements.

- 3.4 eir grants you a personal, limited, non-exclusive, revocable licence to make personal non-commercial use of the eir Sport App (including a right to download the eir Sport App on to a Device) in order for you to access and use the Service.
- 3.5 You and any Additional User must not access or use the Service for any improper or unlawful purpose and you will not allow anyone else to do the same.
- 3.6 The Service and the Content made available as part of the Service are provided for your domestic, private and non-commercial use in the Territory. Your Device and the Service cannot be sold or resold for money, for personal gain or for profit. The Service must not be accessible, in a communal viewing area, public area or in a public or commercial premise even if no charge is made to the general public. In the event you are found to be breach of this clause we reserve the right to disable, alter, suspend or terminate the provision of the Service with immediate effect.
- 3.7 You cannot use the Service outside of the Territory. You agree not to attempt to access, and or / not to attempt to circumvent any geo-blocking measure to access the Service outside of the Territory.
- 3.8 Content is available to view in your Home. However, due to third party content and licence restrictions, not all Content is available to view outside of your Home. We may be required to block out specific programming from time to time, e.g. if a third party channel provider does not have the legal right to broadcast the programme over (i) the internet or (ii) outside of your Home.
- 3.9 You must not copy, reproduce, republish, post, broadcast, transmit or make the Content available to the public or authorise or assist anyone else to do so.
- 3.10 As it is our policy to continually improve the Service, we reserve the right to alter the presentation of and/or the facilities available on the Service from time to time.
- 3.11 The Service is provided to you at your Home using your broadband internet connection or outside of your Home via a mobile or a WiFi connection. If the Service is suspended, interrupted or not available to you due to interruptions, we will not be responsible.
- 3.12 You will be responsible for (i) any costs charged by your broadband service provider whereby you exceed the download limit of your broadband internet connection in relation to your use of the Service or (ii) any costs charged by your mobile network service provider or WiFi provider in relation to the provision of the mobile network coverage or WiFi coverage necessary to use the Service.
- 3.13 At any one time you can register two (2) Devices in the Territory. eir Group Customers who are fixed eir broadband customers have the right to use the Service simultaneously on up to two (2) Devices only. eir Group Customers who are mobile only customers can use the Service on one (1) Device at any one time. We reserve the right to limit the number of registered Devices that you can watch at any one time.
- 3.15 You do not have a right to transfer or sub-licence your rights under the eir Sport App Terms.
- 3.16 You may also receive and use for free supplementary software code or updates for your eir Sport App as may be made available by eir from time to time.

#### **4. CANCELLATION, SUSPENSION OR RESTRICTION OF THE SERVICE**

- 4.1 We may cancel or remove the Service at any time upon giving notice to you.
- 4.2 In the event you are no longer an eir Group Customer you will no longer be able to use the Service.
- 4.3 We may immediately suspend or restrict your (or if applicable any of your Additional User's) use of all or any part of the Service:
  - 4.3.1 where reasonably necessary for technical or operational reasons;
  - 4.3.2 if you or any Additional User breaches or fails to comply with any of these eir Sport App Terms;
  - 4.3.3 if we have reasonable grounds for suspecting that you or an Additional User have breached any of these eir Sport App Terms;
  - 4.3.4 if we consider that you (or if applicable any of your Additional Users) have committed or may be committing any fraudulent activity against us or against any other person or organisation through your or their use of the Service;
  - 4.3.5 if you or any Additional User acts in a way towards our staff or agents which we reasonably consider to be inappropriate.
- 4.4 We will make reasonable efforts to keep the eir Sport App operational and up-to-date however we shall not be liable if for any reason the Service is unavailable at any time or for any period.
- 4.5 Certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. We reserve the right at any time and from time to time to modify, update or discontinue, temporarily or permanently, functions and features of the eir Sport App without notice.
- 4.6 We make no guarantee that any or all features of the eir Sport App will work on any particular Device.
- 4.7 We reserve the right to withdraw, amend or remove the Content on the Service without notice to you.
- 4.8 We reserve the right to remove the eir Sport App from the Google Play and Apple App store or any other app store without any prior notice to you.

#### **5. LIABILITY**

- 5.1. Nothing in these eir Sport App Terms limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter that we cannot exclude or limit as a matter of law.
- 5.2 You will be responsible for your actions and the actions and omissions of any Additional Users (if applicable). You agree to compensate us in respect of any damages suffered by us or any other losses resulting from any claim made by a third party in each case in respect of any matter arising from your use (or any Additional

User) of the Service in breach of these eir Sport App Terms or from your violation of applicable law or regulation.

5.3 We will not be liable under these eir Sport App Terms for:

5.3.1 any use of the Service that we do not authorise.

5.3.2 the act of ending, cancelling, suspending or restricting the Service in accordance with clause 4.

5.3.3 any delay or failure by us to provide the Service (or any part of it) caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, civil disorder, terrorist activity, war and government action.

5.3.4 any loss or damage caused by us or any of our respective officers, employers or agents in circumstances where:

a) there is no breach of a contractual obligation or legal duty of care owed to you by us or by any of our employees or agents; or

b) such loss or damage is not a reasonably foreseeable result of any such breach.

5.3.5 any loss or damage caused by us or any of our respective employees or agents to the extent that such loss or damage results from your negligence, your failure to follow our reasonable instructions or any other breach by you of these eir Sport App Terms.

5.3.6 any loss or damage caused by any:

a) errors, viruses or bugs present in or arising from your use of the Service that are not directly caused by or attributable to us; or

b) incompatibility of the Service with any other software, hardware or material on your Device.

5.3.7 any indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, including but not limited to, damages for loss of profits or contracts, income or revenue, goodwill, anticipated savings, data or other intangible losses (even if we have been advised of the possibility of such damages), arising out of, or resulting from:

a) the use or the inability to use the eir Sport App;

b) the use of the Content or other material on the eir Sport App, the Website or any website or websites linked to the eir Sport App;

c) unauthorised access to or alteration of your transmissions or data;

d) statements or conduct of any third party on the eir Sport App;

e) any other matter relating to the eir Sport App.

5.3.8 any claims brought against you by a third party except as stated in the eir Sport App Terms.

- 5.4 The limitations in clause 5.3 do not affect your legal rights. If you require any advice on your legal rights, you can refer to [www.consumerhelp.ie](http://www.consumerhelp.ie)

## **6. COPYRIGHT, TRADEMARK AND INTELLECTUAL PROPERTY**

- 6.1 All copyright, trade-marks and all other intellectual property rights in all material or Content supplied as part of the Service will remain ours or, where applicable, our third party content partners. We hereby grant you a licence to use such rights for your personal use of the Service only, in accordance with these eir Sport App Terms. You do not acquire any ownership right in any Content by accessing Content on the Service.
- 6.2 In addition to clause 3.5, clause 3.6 and clause 3.9 you must not do or authorise any of the following:
- 6.2.1 copy (except as permitted under the Copyright and Related Rights Act 2000, as amended from time to time), publish, rent, reproduce, transmit, frame, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit the relevant software or any Content you stream from the Service;
  - 6.2.2 sell or make any charge for watching or using any part of the Service;
  - 6.2.3 show any part of the Service in public to an audience, even if no charge is made;
  - 6.2.4 access all or any part of the Content in order to create or build a product or service which competes with the Service;
  - 6.2.5 use the Service to provide services to third parties, obtain access for third parties to Content or assist third parties to obtain access to Content where such third party is not an Additional User;
  - 6.2.6 incorporate the Service into another service or website;
  - 6.2.7 do anything that may cause damage to the Service or to the Website.
- 6.3 We may prevent the copying of any part of the Service.

## **7. INFORMATION ABOUT THE SOFTWARE AND YOUR DEVICE**

If you are required to download software in order to access or use part of the Service, it may send information about itself and your Device (including in relation to usage) to us. The type of information we may collect about the software and your Device under this clause 7 is explained on the Website. By using the relevant software, you are indicating your consent to the transmission of this information.

## **8. NOTICES**

- 8.1 If we give you any notice that is required under these eir Sport App Terms, we shall give it to you in writing or by electronic communication (including via email, via the Website or via a notification within the Service). If we send you any notice with any

other electronic communication, such as with a service message, the notice will be in a separate section of the relevant communication and will be clearly marked. The notification will be deemed to have been delivered on the day the electronic communication is sent provided we have not received a failed delivery notice (in which case we will send a notice via the Website).

- 8.2 We will send notices to you using the contact details you have given us (including to your primary email address).
- 8.3 You must provide us with accurate, true and correct contact details (including a valid email address) and you must keep this information up to date.

## **9. GENERAL**

- 9.1 We can transfer our rights and obligations under these eir Sport App Terms to any company, firm or person. You may not transfer your right or obligations under these eir Sport App Terms to anyone else.
- 9.2 These eir Sport App Terms are personal to you and no third party is entitled to benefit under these eir Sport App Terms except pursuant to clause 9.1 above.
- 9.3 All or any part of any term of these eir Sport App Terms that is found to be unfair or unenforceable will be treated as deleted and the remainder of these eir Sport App Terms will continue to govern each of our respective obligations going forward.
- 9.4 These eir Sport App Terms are governed by Irish law. Any disputes can be dealt with in accordance with the eir Sport Terms.