

eMobile - Paperless Billing Terms & Conditions

These terms and conditions (the "Terms") constitute a legally binding agreement between eircom Limited of 1 Heuston South Quarter, St. John's Road, Dublin 8, trading as eMobile ("eMobile") and the customer ("you" or "Customer") for the provision by eMobile of eMobile's online paperless billing service to you ("Paperless Billing"). These Terms are in addition to the terms and conditions of the eMobile Service (the "General Terms"). In the event of any conflict between these Terms and the General Terms these Terms will prevail.

1. Paperless Billing

- 1.1 Paperless Billing is a service provided by eMobile which allows you to view your mobile telephone/mobile broadband bill online at "My eMobile".
- 1.2 By using Paperless Billing you will no longer receive a paper bill from eMobile. By registering for Paperless Billing you will be able to access up to 12 months' worth of previous mobile telephone/mobile broadband bills in PDF format on my eMobile ("Paperless Bill"). There will be no change to your normal billing cycle.

2. Registering for Paperless Billing

- 2.1 For existing eMobile Customers or new eMobile customers who purchase their eMobile services online, to avail of and register for Paperless Billing you must:
 - (i) have an active eMobile Bill Pay account;
 - (ii) have a valid email address;
 - (iii) have a direct debit mandate; and
 - (iv) be logged into or create a "My eMobile" account at <http://www.myeMobile.ie>.
- 2.2 For new eMobile Customers who purchase their eMobile services in (i) an eMobile store or (ii) over the phone you will automatically be registered for Paperless Billing by eMobile when you give your email address to the eMobile customer agent. To view your Paperless Bill you will still need to create a "My eMobile" account at <http://www.myeMobile.ie>.
- 2.3 Your "My eMobile" account allows you to check your eMobile balance, compare your previous eMobile bills and if applicable check your eMobile broadband usage.
- 2.4 Upon completion of your registration for Paperless Billing, you confirm that all information therein relating to you is accurate and that you accept these terms for the provision of Paperless Billing.

- 2.5 In order for eMobile to provide Paperless Billing to you it is your sole responsibility to ensure that the contact information you give to eMobile is correct, current and accurate. This includes, but is not limited to your name, address, phone number(s) and email address. As part of the initial registration process for Paperless Billing, eMobile may send you a verification email and you consent to eMobile sending you an email to the address provided by you in order to verify that the email address provided by you is valid.
- 2.6 These Terms do not supersede, modify or in any way mitigate your obligation to be bound by and comply with the “My eMobile” Terms and Conditions.
- 2.7 When you are registered for Paperless Billing on “My eMobile” you will receive an email notification to your nominated email address from eMobile informing you about your Paperless Bill availability.
- 2.8 In the event you do not receive an email notification from eMobile when you register for Paperless Billing, it is your responsibility to log into your “My eMobile” account and check your contact details.
- 2.9 eMobile reserves the right, subject to certain conditions, to allow customers to register for Paperless Billing without having a payment method of direct debit. This will be dealt with on a case by case basis by eMobile and a Customer can contact eMobile at <http://www.eMobile.ie/contact/> for further information.

3. Paperless Bill Delivery and Presentation

- 3.1 You will have to log in to your “My eMobile” account to view your Paperless Bill and if applicable Paperless Billing may allow you to view your previous twelve (12) months’ worth of eMobile bills.
- 3.2 At eMobile, we will use our best efforts to present all of your Paperless Bills promptly.
- 3.3 If emails are sent to you by eMobile and are returned as undeliverable emails to eMobile, eMobile reserves the right to terminate your Paperless Billing and eMobile may send you a paper bill to your current billing address. You may register again at any time after correcting your email address errors by logging onto your “My eMobile” account.

4. Termination of Paperless Billing

- 4.1 You may opt out and terminate your Paperless Billing at any time while you are a Customer of eMobile by logging into your “My eMobile” account.
- 4.2 After you terminate Paperless Billing, eMobile will post your future eMobile bills to your current billing address which is on file with eMobile. Please make sure to pay your final Paperless Bill by the due date. Depending on when you cancel your Paperless Billing, you may receive one final Paperless Bill before your Paperless Billing is cancelled.

5. Cancellation of Paperless Billing by eMobile

- 5.1 eMobile reserves the right to cancel Paperless Billing at any time without notice, explanation or compensation to you.
- 5.2 In the event eMobile cancels Paperless Billing eMobile will fully reinstate paper based billing and invoicing to you.

6. Payment of Bills

- 6.1 In order for you to avoid late fees, or disconnection of your services which you receive from eMobile it is your sole responsibility to pay your eMobile bill on time.

7. Service fees and additional charges

- 7.1 You are responsible for any and all telephone access fees and/or Internet service fees that may be required to access Paperless Billing when you are using your "My eMobile" account.

8. Questions and Disputes

- 8.1 If you have any questions or enquiries regarding your Paperless Billing transactions, you can contact eMobile at <http://www.eMobile.ie/contact/>
- 8.2 The Terms and the relationship between you and eMobile for Paperless Billing shall be governed by the laws of Ireland. You agree to submit to the exclusive jurisdiction of the Irish courts.
- 8.3 If you wish to raise a dispute with us in relation to these Terms, please refer for full detail on the applicable procedure to the Customer Code of Practice available at www.eMobile.ie.