

Eir Smartphone and SIM Only plans – Standard T&Cs–October2016

The following terms and conditions of the Eir Smartphone and SIM Only Month plans (“the Plans”) are in addition to Eir's general Terms and Conditions of Service available at www.eir.ie/terms and conditions, and Eir's Fair Usage Policy ("FUP") available at www.eir.ie/misc/termsfuse.html and all constitute a legally binding agreement between Eir ("we/us", "Eir") and the Customer ("you/the Customer"). In the event of any conflict between the Eir general terms and conditions and these terms and conditions these terms and conditions shall prevail.

The Plans are available to new and existing customers of Eir, who purchase these Plans. These Plans are subject to a minimum length of contract:

eir Mobile 400 10GB + Roaming SIM Only – 30 days minimum contract.

eir Mobile Unlimited 15GB + Roaming SIM Only – 30 days minimum contract.

eir Mobile Unlimited 30GB + Roaming SIM Only – 30 days minimum contract.

eir Mobile 400 10GB + Roaming – 24 month minimum contract.

eir Mobile Unlimited 15GB + Roaming – 24 month minimum contract.

In order to avail of the 4G Service, Customers must be using a 4G compatible handset and a 4G SIM. A List of 4G compatible handsets and applicable prices is as set out on eir.ie. Customers should note that the 4G Service is not available with Blackberry, Safesurf or APN Direct.

Customers can only avail of 4G Service when they are operating the service in areas in which the 4G coverage is available. Eir displays a map which gives an indicative guide to those areas where 4G coverage is available and can be accessed by clicking www.eir.ie/mobile/.

When operating the service in a location where the 4G service is not available, 3G service will be provided.

If you are in a 4G compatible region, 4G speeds may vary depending on the number of other people using the network at once. As with other existing mobile phone services, coverage can change in tunnels, dips, cuttings, mountains and wooded areas.

Unlimited minutes and SMS allowances where applicable in the Plans are subject to a fair usage allowance of 45,000 minutes and 10,000 SMS.

Minutes and SMS included in the Plans can be used within Republic of Ireland and EEA zone countries while roaming subject to fair usage. Calls/SMS to Premium Numbers, International, Voicemail & Customer Care and charges relating to roaming calls or SMS to destinations outside of EEA zone are excluded from inclusive tariff plan allowances.

From June 8th 2017 Customers can now use their domestic data allowance in the Republic of Ireland and also in the EEA zone countries subject to fair use. To see the fair use limit applied to all Plans and all out of bundle rates please visit www.eir.ie/pricing. No carryover of unused allowance is permitted.

The Plans are subject to per minute billing. For a full list of charges see www.eir.ie

All existing Eir Billpay customers, who are currently on an existing Eir Billpay plan and who wish to avail of the Plans, and are currently subject a minimum term in respect of that Plan must have paid their account up to date and have completed the minimum term of their existing contract, before they can avail of these Plans. Price plan changes will only be allowed for Customers in contract where a customer is moving to a plan of equal or greater cost than that of their current plan.

The Plans and add-ons exclude calls and SMS to International, Premium Rate and other Non-Geographic numbers and roaming usage outside the EEA.

Except as expressly provided in these terms and conditions, all conditions, terms, warranties and representations whether express or implied by law in relation to the Plans are excluded to the fullest extent permitted by the applicable law.

Eir shall not be liable for any loss or damage, direct or indirect, howsoever arising from the Plans or for termination, withdrawal or amending the Plans.