



### **EU Data Roaming Cap Terms**

1. The following are the terms and conditions which apply to your use of data services when roaming with eMobile's roaming partners which apply in addition the Terms and Conditions of the eMobile Service.
2. eMobile will provide you with an automatic text message notification of data charges in each roaming territory within the EU you visit, together with a warning as to when you reach 48 euro (inc. VAT) of data usage whilst Roaming. You can opt-out of receiving these messages by following the instructions provided in the messages sent to you. Once you opt-out of receiving such messages, eMobile will not send messages for any future roaming usage, unless you opt back in to receiving such messages. You should allow up to one (1) business day for opting-in or out of receiving these messages to take effect.
3. eMobile will also notify you when your usage reaches 60 euros (inc. VAT). This notification will also act as a bar from any future data usage whilst roaming, unless you confirm you wish to continue to use the data roaming services. If you select this confirmation you will continue to be billed for your data roaming at standard rates, with no further notification or warning.
4. These messages, notifications and limits will apply each time you are roaming on another operators' network. Accordingly, upon return to the Network, all limits shall be reset. This may result in a total data roaming usage charge / bill in excess of 60 euros without having received all such notification messages, should you roam on multiple occasions.
5. You acknowledge and accept that eMobile will not be liable or responsible in any way, where a data session or download whilst you are roaming is interrupted or ceased by the application of this notification.
6. This restriction and notification is specific to charges incurred on data roaming and does not apply to, nor affect, any other charges incurred (or services availed of) while roaming, or data charges incurred in Ireland.
7. eMobile does not warrant or represent that it shall send notification messages and it shall not be responsible for any liability incurred by a customer as a result of its failure to do so.

8. eMobile reserves the right to amend, suspend or vary the terms of this service at any time and eMobile reserves the right to vary or amend these terms and conditions in whole or in part at any time.