



## Terms & Conditions for Online Sales

### 1. Who we are

1.1 We are eircom Limited of 1 Heuston South Quarter, St. John's Road, Dublin 8, trading as eMobile ("we/us/our/eMobile").

### 2. This Website, Online Shopping and these Terms & Conditions

2.1 These eMobile Terms & Conditions for Online Sales (the "Terms for Online Sales") apply to the purchase of goods and/or services (together, "Products") from the eMobile Online Shop. They constitute binding terms governing the purchase by you of any Products.

2.2 Additional terms and conditions may apply to specific Products available via the [www.emobile.ie](http://www.emobile.ie) website (the "Site"). These will be brought to your attention as they arise.

2.3 By clicking the "I Agree" button prior to making any purchase, you confirm your acceptance of these Terms for Online Sales.

2.4 You are advised to read these **Terms for Online Sales** each time before clicking the "I Agree" button as they may be subject to change without any notification.

2.5 Please note that by visiting this Site, you also agree to the eMobile.ie Terms & Conditions of Use (<http://emobile.ie/termsfuse>), the eMobile Privacy Policy (<http://emobile.ie/privacypolicy>) (which sets out how we may use information provided by you via the Site), the eMobile Fair Usage Policy (<http://emobile.ie/fairusagepolicy>), and any other terms and conditions expressly incorporated to govern the relationship between eMobile and you. Please visit the Site for full details on all applicable terms and conditions.

2.6 We may at any time suspend or restrict the operation of this Site without notice or without giving any reasons. We aim to make the Site available to you 24 hours a day, 7 days a week. However, your access to the Site may occasionally be restricted to allow for the introduction of new Products or features, site development, maintenance, repairs or for any other reason. In the case of any down-time, we will attempt to restore the service as soon as we reasonably can.

2.7 If you have any questions about the Site or the Products, please contact us at eMobile 1 Heuston South Quarter, St. John's Road, Dublin 8 or at <http://www.emobile.ie/contactus>.

### 3. How to Order Products

3.1 Orders may be placed with us via the Site by following the instructions. Please note that none of the Products advertised on the Site constitute a binding offer by us. Instead, your

placing of an order via the Site will constitute an offer by you, which may or may not be accepted by eMobile.

3.2 Amongst the information that we will require in order to process any order by you are the

following:

- (a) Your full name;
- (b) A valid delivery address (and not a P.O. Box address);
- (c) Your e-mail address;
- (d) Your telephone number;
- (e) Details relating to a valid credit/debit card and including the card-holder's name, the card number and expiry date; and
- (f) Details of the Products you wish to purchase.

3.3 By placing an order with us, you undertake and confirm to us that:

- (a) you accept these Terms for Online Sales;
- (b) you are living in the Republic of Ireland;
- (c) you are 18 years of age or older;
- (d) all information that you provide to us is true, complete and accurate;
- (e) you are lawfully permitted to use the credit/debit card, details of which you have provided to us; and
- (f) the relevant account contains sufficient funds to cover the cost of your purchases.

3.4 Where we deem it to be necessary, we reserve the right to request additional information in order to process your order, including for example formal documentary identification from you or verification of your right to use any credit/debit card used to place an order with us.

3.5 We reserve the right to decline any offer you make to purchase Products at our sole discretion, including for example where we suspect any of the details you have provided to be false or misleading, where the information you provided is incomplete, or where any particular Products are no longer available.

#### 4. Accuracy of Prices and Product Descriptions

4.1 All prices are quoted in Euro and are VAT inclusive. Any delivery charge applicable to your order will be specified to you prior to your concluding your order.

4.2 The prices quoted on the Site are subject to change from time to time. The current price for any Product shown on the Site represents the price it is intended you will be charged. Any variation to the price shown must have been made available to you, and accepted by you,

before your order is accepted by us.

4.3 We have taken reasonable precautions to try to ensure that prices quoted on this Site are correct and that all Products have been fairly described. However, when ordering Products

through this Site, please note:

(a) that orders will only be accepted if there are no material errors in the description of the Products or their prices as advertised on this Site;

(b) packaging may vary from that shown on the Site and the weight, dimensions and capacities shown on the Site are approximate only; and

(c) whilst we try to display the colours of our Products accurately on the Site, the actual colours you see may be affected by your monitor and we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the product you collect.

4.4 Certain Products displayed on the Site are subject to availability and order quotas that may apply. We will advise you of any such restrictions as they apply to any order that you place.

We cannot guarantee that all Products shown on the Site are in stock and are available to order but we will use our reasonable endeavours to meet your requirements.

## 5. Payment, Validation Checks & Security

5.1 All card payments are subject to authorisation by your card issuer.

5.2 During the purchasing process, you will be asked to complete your payment details. All fields must be completed.

5.3 We, or third parties engaged on our behalf, will validate your credit/debit card before accepting your order. We will not accept your order if your card is declined at any stage during the processing of your order.

5.4 All credit/debit card holders are subject to validation checks and authorisation by the card issuer. We will not be liable for any delay or failure by you to place a valid order if the issuer of your credit/debit card refuses to authorise payment to us.

5.5 A secure service is provided for us by a third party supplier when you submit your credit/debit card number to us. If you choose to use our security services as detailed, your credit/debit card information shall be encrypted prior to its being submitted to us. In addition,

eMobile may also implement its own security checks and procedures.

5.6 Notwithstanding the security procedures detailed in Clause

5.5, there are always risks

associated with internet communications and credit/debit card use over which eMobile has no control and eMobile expressly disclaims, in so far as legally permissible, responsibility for any

loss or damage arising out of the theft, loss or delay of information provided by you to us.

## 6. Acceptance

6.1 Acceptance of your offer to buy Products will be confirmed or declined by us and we will communicate this to you accordingly.

## 7. Delivery

7.1 We will deliver the Products to the address you provided to us when you were placing your order.

7.2 Where possible, we will endeavour to deliver your Products within five (5) working days. This is subject, however, to any delays that might unavoidably occur, including for example if

Products are out of stock or in the case of an event of force majeure. We will endeavour to deliver multiple Products purchased by you in one delivery, subject to the foregoing. In any event, we will ensure that all Products are delivered within 30 days of the relevant order or else we will refund the price paid in full. If there is an excessive delay in Products being delivered, please contact us at <http://www.emobile.ie/contactus> with full details of the particular order and we will investigate the delay.

7.3 Our contractors will deliver the Products in accordance with our instructions. Neither eMobile nor our contractors will be liable for ensuring personal delivery to you in the event of any false or misleading information given to our contractor on the delivery of the Products, including for example where a third party claims to be the intended recipient. If there is nobody available to accept delivery, our contractors will deliver the Products to a local post office where you can collect the Products. Our contractor will issue you with a notice to this effect. Please note that collection from post offices is subject to the terms and conditions of the post office and/or An Post.

## 8. Returning Products under the European Communities (Consumer Information, Cancellation and Other Rights) Regulations 2013

8.1 eMobile will comply at all times with its obligations under the European Communities (Consumer Information, Cancellation and Other Rights) Regulations 2013, (the Information and Cancellation Regulations).

8.2 The right European Communities (Consumer Information, Cancellation and Other Rights) Regulations 2013, (the Information and Cancellation Regulations) apply only to Consumers (i.e. to persons who are acting outside their trade, business or profession).

8.3 Where you as a consumer place an order via the eMobile Online Shop, you have fourteen (14) working days to cancel your purchase from the date you place your order, without any obligation to provide any reason.

8.4 Where you validly cancel your purchase in accordance with Clause 8.3, eMobile will refund you within fourteen (14) days of you exercising this right to cancel subject to the following procedure:

(a) once your request to cancel your order has been received by us, we shall send you a collection pack;

(b) the collection pack shall contain clear instructions on what actions are to be taken by you and it includes a pre-paid package for the return of the Product;

(c) you must insure that the Product is posted to the address provided within fifteen (15) days of receipt of the collection pack and you must provide proof of purchase; and

(d) you shall be refunded as soon as possible, and no later than fourteen days from the date we have received the collection pack. 8.5 We will not be responsible for any Products while they are in transit while being returned to us. When returning Products, you should retain proof of postage.

## 9. Returning Products that are Faulty

9.1 Subject always to Clause 9.3 below, eMobile makes no warranty or representation as to the quality of any Products sold or their fitness for a particular purpose or their conformity with any description or sample and eMobile shall not be responsible for damage or loss of any kind whatsoever (including loss of profits and consequential damages) caused directly or indirectly by the Products supplied. If any Products you purchase from us are faulty, you should immediately:

(a) complete the form available at <http://www.emobile.ie/returns>;

(b) once your request to return a Product has been received by us, we will send you a collection pack;

(c) the collection pack will contain clear instructions on what actions are to be taken by you and it includes a pre-paid package for the return of the Product;

(d) you must insure that the Product is posted to the address provided within fifteen (15) days of receipt of the collection pack and you must provide proof of purchase; and

(e) once we receive the collection pack, we will dispatch your replacement Product to the address supplied by you.

9.2 In the event that your Product develops a fault within 28 days of the date of purchase, you will have the option of getting your Product repaired or replaced however, should your Product develop a fault outside the 28 day period from the date of purchase, then you are only entitled to have your Product repaired. Your Product will be repaired or replaced as appropriate, subject to the rest of this Clause 9.

9.3 Where you purchase Products as a consumer you are entitled to certain statutory rights which cannot be excluded, including for example warranties as to merchantable quality, fitness for purpose and sale by sample, and these statutory rights are not affected.

## 10. Privacy

10.1 We will use any personal information provided by you via the Online Shop to fulfil your order, and at all times in accordance with our Privacy Policy (<http://www.emobile.ie/privacypolicy>).

## 11. General Terms

11.1 The Terms for Online Sales and the relationship between you and us shall be governed by the laws of Ireland. You agree to submit to the exclusive jurisdiction of the Irish courts. Notwithstanding this, you agree that we may at our sole discretion apply for injunctive remedies (or other equivalent types of urgent legal remedy) in any jurisdiction where we reasonably deem such action to be appropriate.

11.2 Any failure or delay by us to exercise or enforce any right or provision of the Terms for Online Sales shall not constitute a waiver of such right or provision. If any provision of the Terms for Online Sales is found by a court of competent jurisdiction to be invalid, then that provision will be removed from the Terms for Online Sales without affecting the rest of the Terms for Online Sales. The remaining provisions of the Terms for Online Sales will continue to be valid and enforceable.

11.3 We will not be liable for any breach of these Terms for Online Sales & Conditions caused by circumstances beyond our control.

11.4 If you access this Site from a country other than the Republic of Ireland you are responsible for compliance with relevant local laws and regulations. You must not access this Site from countries where such access or the contents of this Site are illegal.

11.5 You may not assign, sub-license or otherwise transfer any of your rights under these Terms for Online Sales.

11.6 If you breach these Terms for Online Sales and we do not take action; that will not affect our ability to rely on these Terms for Online Sales later.