

eir Mobile Smartphone and SIM Only plans Standard T&Cs March 2016

The following terms and conditions of the eir Mobile 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 and eir Mobile's Fair Usage Policy ("FUP") available at www.eir.ie 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, ("New Customers"), who purchase these Plans. These Plans are subject to a minimum length of contract:

- Smartphone Regular Extra 4G – 24 month minimum contract
- Smartphone Super Extra 4G – 24 month minimum contract
- Smartphone Super Deluxe Extra 4G – 24 month minimum contract
- SIM Only Regular Extra 4G – 1 month minimum contract
- SIM Only Super Extra 4G – 1 month minimum contract
- SIM Only Super Deluxe Extra 4G – 1 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

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 tariff 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. Unlimited free eir Mobile calls and texts allowances will be treated as a standard call or text while roaming and will be deducted from your tariff allowances.

1GB of EEA zone Roaming data is included into all Plans listed above, which can be used while roaming in EEA countries - this is additional to a customer's domestic data included in their plan. Standard rates apply to usage in excess of these limits, see eir.ie for details. No carryover of unused allowance is permitted.

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

All existing eir Mobile Bill Pay customers, who are currently on an existing eir Mobile Bill Pay plan and who wish to avail of the Plans, and are currently subject to 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.

Smartphone Super Deluxe Extra 4G & SIM Only Super Deluxe Extra 4G includes includes 50 international minutes and SMS to include all countries in bands 1-8, for more info see eir.ie.

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 Offer 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 Plan.

Additional out of bundle charges:

Additional Data -Up to 250 MB per day for 99c, 2c per MB thereafter

Additional Minutes - 30c/Min