

eMobile Business terms and conditions

1. Agreement

1. This Service Schedule for the provision of mobile services from eircom (trading as eMobile) to the Customer (the "Services") forms part of the Agreement and is subject to the provisions of the eircom Limited Master Terms and Conditions for the Supply of Goods and Services at www.eircom.ie/masterterms
2. In the event of any conflict between the terms and conditions of this Service Schedule and the eircom Limited Master Terms and Conditions these terms and conditions will prevail.
3. All definitions not herein defined in this Service Schedule shall have the meaning ascribed to them in the eircom Master Terms and Conditions for the Supply of Goods and Services.
4. By completing the Order, the Customer confirms that all the information therein relating to it is accurate and that the Customer accepts that the Goods and Services shall be provided in accordance with this Service Schedule, the eircom Master Terms and Conditions for the Supply of Goods and Services, the Fair Usage Policy, the Privacy Policy, the terms and conditions of any applicable Price Plan, Promotion or service options and any other terms expressly stated to form part of the Service.

2. Commencement and duration

2.1 eMobile will provide the Services from the Operational Service Date when eMobile accepts the Order and the Services shall continue in full force and effect until properly terminated by the Customer or by eMobile as permitted by the Agreement. Acceptance of the Customer as a customer is at eMobile's sole discretion and eMobile shall have no obligation to provide the Customer with any reasons if eMobile decides not to accept the Customer as a customer.

2.2 The Customer may not terminate the Services during the Minimum Period of Service. If the Services are terminated by the Customer during the Minimum Period of Service, the Customer is liable to a termination charge calculated as the sum of the monthly Charges which would otherwise be payable from the date of such termination by the Customer until the end of the Minimum Period of Service. On expiry of the Minimum Period of Service either party may terminate the Services on the giving of thirty (30) days prior written notice to the other.

3. Service

3.1 In order to access the Services using the Equipment the Customer must be in an area of the Network covering the Services concerned. Certain features/services are dependent on the Customer being located within a 4G network and may be unavailable, if the Customer travels, or is, outside of such a network. In addition, both quality and availability of the Services are affected by factors which could cause radio interference, such as physical obstructions, atmospheric conditions, technical faults in the Network including in other telecommunications networks through which the Services may be

relayed or other matters beyond eMobile's control. eMobile cannot guarantee that the Customer will reach maximum speed advertised. Speed of internet connection assumes Network and components are working at optimum speeds and capacity. Additionally, certain functionality (e.g. video calling) may only be available if the Customer is calling another person who is also 4G enabled and within a 4G network.

3.2 eMobile may issue reasonable instructions concerning the use of the Services including concerning self-installation of the Services and details as to minimum system requirements.

3.3 Reliance on Call Content is at the Customers sole risk. eMobile shall not be responsible for any Call Content sent or received by the Customer. eMobile makes no representation as to the quality, accuracy, correctness, completeness or suitability of any Call Content. The Customer acknowledges that Call Content may be protected by copyright, trademark or other Intellectual Property Rights.

3.4 eMobile makes no representation and gives no warranty as to the performance of any Third Party Services. eMobile may withdraw access to Third Party Services at any time. Third Party Services are used at the Customer's sole risk and eMobile is not liable for any loss or damage suffered by the Customer arising from the use of such Third Party Services. eMobile may be required to bill the Customer for such services. This provision includes, but is not limited to, the use of the Services to access third party websites not controlled by eMobile. eMobile accepts no responsibility for same, their content or services and no endorsement or approval of such sites by eMobile may be implied.

3.5 The Customer can only Roam once the request to Roam has been approved by eMobile. Roaming can be requested on the Order or by an Authorised Individual contacting the eMobile Business Support Team on 1921. The Services available while Roaming shall depend upon the arrangements between local operators and eMobile. The terms and conditions which apply to Roaming, which may be amended from time to time, shall apply to this Agreement and are available on www.emobile.ie/business. New Small Business Customers will no longer require approval from us to avail of Premium Rate Services, Roam outside the Republic of Ireland or to make International Calls from the Republic of Ireland to countries which are not on the list of international barred destinations which can be found at www.eMobile.ie. Such New Small Business Customers will within 5 days of joining eMobile receive a service sms from eMobile confirming that Roaming is available and that they can make International and Premium Rate Calls.

3.6 Inclusive UK, Europe and USA Roaming allowance is available to eMobile Bill Pay customers who are on selected mobile voice domestic plan. Subject to eMobile Fair usage policy. Fair usage policy on unlimited plans : 1500 minutes, 1500 SMS messages and 250MB of data per month can be used in either UK, Europe or USA. All type of calls included: all roaming calls made either back to Ireland or to other countries. Allowance excludes roaming in all destinations other than the UK, Europe and USA and premium rate usage. eMobile reserves the right to change the countries and/or networks from time to time for commercial or geopolitical reasons. Prior to travel - it is the customer's responsibility to check the countries included in this offer. This Inclusive roaming allowance can be used in following countries: Europe (Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Guernsey, Hungary, Iceland, Isle of Man, Italy, Jersey, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia,

Slovenia, Spain, Sweden, UK & NI) and USA. Roaming out of bundle rates apply. To check current out of bundle rates for UK, Europe and USA please visit <http://roaming.emobile.ie/business/>

4. Equipment and the Number

4.1 The Customer does not own the Number (s) allocated to it. eMobile can change the Number at its discretion and will not be liable for any loss or damage, direct or indirect, which might arise from such change.

4.2 The eMobile SIM Card remains the property of eMobile at all times. All other Equipment (excluding the eMobile SIM Card) shall remain the property of eMobile until the expiry of the Minimum Period of Service.

4.3 The Customer will ensure that all eMobile instructions (including any instruction manuals relating to the Equipment) are followed correctly in using the Equipment and eMobile shall have no liability arising from Customer's failure to follow such instructions. The Customer will maintain the Equipment in good working order. The Customer is solely responsible for the manner in which the Equipment is used.

4.4 eMobile will have no liability for any equipment, plug-ins or other devices, hardware or software provided by the Customer, rather than the Equipment provided by eMobile, for use in connection with the Services. Any such equipment must be compatible with the Services, must not cause damage or loss to the Services, the Network or the Equipment and must be used in accordance with relevant instructions, safety and security procedures.

5. Customer obligations

The Customer agrees as follows:

5.1 to provide all information, as may be reasonably required by eMobile, to enable eMobile to deliver the Services to the Customer and/or in relation to the investigation of any alleged offences relating to the use or provision of the Services;

5.2 not to use (or allow others to use) the Services, the Network or the Equipment:

(a) for any improper, indecent, unlawful, immoral or fraudulent purpose; (b) to cause any nuisance, injury, offence, or annoyance to any person or for the transmission of material which is, may be or is intended to be defamatory, offensive, abusive, obscene, indecent or menacing; (c) in a manner which may impinge in any way upon other customer's ability to use or access the Services or which may damage or put at risk the Network or the Equipment or which, in eMobile's absolute discretion makes excessive or unusual demand on the Services or Network; (d) for the infringement of the Intellectual Property Rights, including but not limited to copyright, of any person; (e) in a manner which does not comply with any relevant legislation or licence or with any instructions or direction given by eMobile from time to time; (f) in any way which infringes the proprietary rights in any software; (g) in a manner contrary to this Agreement.

eMobile reserves the right to notify any relevant agencies or authorities where the Customer is in

breach of the obligations in clause 5.2 or otherwise.

5.3 that the Services are provided solely for the Customer's use and the Customer will not resell or attempt to resell the Services (or any part of them) to any third party without the prior written consent of eMobile;

5.4 to only use an eMobile handsets on the Network and not on the network of any other Service Provider (save for Roaming) unless the Customer has been provided with an Unlocking Code by eMobile (please contact the eMobile Business Support team on 1921). A Charge may apply for unlocking a handset;

5.5 to maintain the confidentiality of all user details assigned to the Customer to enable the Customer to use the Services or access the Network;

5.6 to comply with the reasonable requests and directions of eMobile concerning the use of the Services;

5.7 to promptly notify eMobile in writing or contact the eMobile Business Support team on 1921 for Large Business Customers and 1800 299 799 for Small Business Customers to inform eMobile of any change of name, address or other contact details from these provided in the Order;

5.8 to notify eMobile immediately if Equipment (in particular the eMobile SIM Card) is lost or stolen or the eMobile SIM Card is damaged. The Customer will remain liable for all Charges incurred until the Customer does so.

5.9 to promptly pay all Charges in accordance with clause 6; and

5.10 to ensure that all persons having access to the Services or the Equipment comply with this Agreement. The Customer is responsible for the acts and omissions of its employees and agents and any other person the Customer authorises or allows to use the Services or the Equipment from time to time and the Customer shall be liable for any failure by such person to comply with this Agreement.

6. Payment, Charges and Price Plans

6.1 The Customer must pay for all Charges incurred through the eMobile SIM Cards related to the Order. eMobile will make every effort to ensure that all messages are delivered, however the Customer will be liable for all Charges in respect of any MMS and SMS messages that are not delivered.

6.2 Services may be available on the basis of different Price Plans with different rates of Charges. eMobile may vary the Charges at any time at its discretion. In the event that Charges are varied notification of such changes will be posted on the eMobile web site, and/or notified to the Customer through SMS, by e-mail or by post. The Customer may therefore not receive notification if eMobile has no contact details for the Customer. Details of Price Plans and Charges are available on www.emobile.ie/business or by request to eMobile, 1 HSQ, St. John's Road, Dublin 8.

6.3 eMobile reserves the right, in its sole discretion, at all times to migrate the Customer to other Price Plans, to amend or vary the terms and conditions of a Price Plan or to withdraw or terminate a Price Plan, generally in whole or part, at any time from any Customer, on reasonable notice. For the latest terms and conditions for Price Plans, please visit www.emobile.ie/business.

6.4 The Customer will be liable to pay VAT on the Charges.

6.5 eMobile will invoice for the Services monthly in advance for fixed Charges, and monthly in arrears for connection, calls, text messages (SMS), data units and other non-fixed Charges. Payment is due on the date specified on the invoice. eMobile reserve the right to include Charges from a prior billing period in any invoice where the time period for calculation of the appropriate usage rate makes this necessary. eMobile will send all invoices and notices to the Customer billing address shown on the Order unless the Customer tell us in writing or calls eMobile Business Support team on 1921 for Large Business Customers or 1800 699 799 for Small Business Customers to inform us of any change.

6.6 Every invoice and notice from eMobile to the Customer will be deemed served 48 hours after posting or on earlier proof of delivery. eMobile reserve the right to alter invoicing periods, contact you directly through SMS, by e-mail, by post or by telephone in relation to overdue payments and to fix a credit limit on the Customer's account and to discontinue the Services without notice if the limit is exceeded.

6.7 Subject to eMobile's approval the Customer may apply to change to a different Price Plan during the Minimum Period of Service with effect from the beginning of any charging period. The Customer can change to a different Price Plan without approval after the conclusion of the existing Minimum Period of Service, with effect from the beginning of any charging period, or upon settlement of termination charges for the Customer's prior Price Plan in accordance with clause 12, unless eMobile specify otherwise, and where, at the time of requesting or effecting the change, the Customer does not have unpaid amounts owing.

6.8 eMobile can seek an Advance Payment and/or Deposit to enable the Customer to Roam or to access some or all of the Services or Third Party Services. In addition, pending credit checking, eMobile may seek an Advance Payment and/or Deposit to enable the Customer to Roam or to access the Services or Third Party Services. eMobile will not seek Advance Payments from New Small Business Customers for International Calls, Roaming or Premium Rate Services. eMobile may set off such amounts against any amounts due by the Customer to eMobile or any eircom Group Company.

6.9 eMobile may apply a limit to the amount of unpaid Charges that the Customer may incur and may alter this limit from time to time and may consolidate Customer accounts for the purpose of aggregating any balance due. The Customer remains liable for all charges incurred by multiple users on the account.

6.10 Plans which include 'Unlimited' minutes and texts are subject to a fair usage policy as defined by eMobile at eMobile's discretion and which can be found at <http://www.emobile.ie/business/terms/?/general/fairusage/>.

7. Insurance

eMobile may offer the Customer insurance to cover accidental damage to and loss of certain of the Equipment. This policy will be subject to its own terms and conditions and will be governed by an agreement between the Customer and the insurance company. If the Customer fails to make insurance payments the Customer's insurance policy will be invalidated immediately.

8. Repairs and Refunds

eMobile's policies concerning repairs and refunds, which may be amended from time to time are available at www.emobile.ie/business and shall apply to the Order.

9. General terms for promotions

All Promotions will be governed by their own specific terms and conditions.

10. Use of Customer Information

10.1 This clause sets out how eMobile and each Affiliate comply with their obligations under the Data Protection Acts 1988 and 2003.

10.2 eMobile shall collect and process personal data for legitimate business purposes undertaken by eircom Affiliates which are connected with the delivery of the Services to you. These may include processing the Order, conducting credit and antimoney laundering checks, supplying the Customer with eMobile products, Goods or the Services, administering the Customer's account, calculating usage and charges, invoicing, customer services and the efficient management of call and Traffic Data. eMobile may also process the Customer's personal data for the following purposes:

- (a) to monitor or record calls to or from eMobile's customer services department for training and quality purposes and in order to track reported problems;
- (b) to prevent, detect and investigate fraud or any other criminal activity;
- (c) to investigate improper use of the Services or the Network; or
- (d) to assess and profile the Customer's network and billing history for Price Plans, statistical and customer service purposes;
- (e) For credit management purposes and to prevent bad debt; and
- (f) if the Customer is an existing eircom customer, The Customer consents to eMobile accessing existing Customer account details on eircom's systems (name, address, credit information, etc.) for the purposes of processing the Order, administering the Customer account and provision of the Services to the Customer.

10.3 Customer data may be shared with third parties such as other network operators or lawful authorities for the reasons set out in clause 10.2(a) to (e) above.

10.4 Subject to the preferences the Customer expresses when ordering the Services or as otherwise subsequently specified, eMobile and each eircom Affiliate may contact the Customer's End Users of the Services as set out on the Order by post, telephone, e-mail, SMS or otherwise through the Services, in order to inform the End Users about new and existing products and services, developments, Promotions, special offers and any discounts which may be of interest to the Customer and the Customer's End Users. This may include eMobile's own products and services, those provided by eMobile and its Affiliates and those provided by third parties.

10.5 While the Customer's data will normally be held within the European Economic Area ("EEA"), the Customer consents to the processing and transfer of Customer data outside of the EEA to the extent necessary to continue to provide the Customer with the Services, including but not limited to when the eMobile SIM Card is used outside of the EEA.

11. Move to eMobile

11.1 By accepting the terms of the Order, the Customer warrants and represents that the Authorised Individual is the person authorised to instruct eMobile to Move the Number(s) on behalf of the Customer.

The Customer acknowledges that:

- (a) only the Number(s) will be Moved;
- (b) the completion of the Order shall constitute notice of termination of any agreement with the Customers' Previous Service Provider(s), subject to the terms and conditions of that agreement;
- (c) the services provided by the Customer's Previous Service Provider to the Customer, including, without limitation, unused call credit or benefits, tariffs and terms and conditions of use that applied to the Customer's service will not be transferable or transferred to the Services;
- (d) contractual and other obligations, charges and costs due to the Customer's Previous Service Provider will remain due and owing and shall be subject to settlement by the Customer with the Previous Service Provider in accordance with the terms and conditions applying to the provision of that service; and
- (e) the process will be deemed to commence on the date of signing of the Order and it may not be possible to reverse the process once the Move has started.

11.2 If the signatory is not the Authorised Individual and the person legally entitled to request the Service Provider to Move the Number or a person or entity authorised to complete the Order, or if fraudulent or misleading information is supplied, then the signatory will be personally liable for all or any loss or damage arising from the unauthorised transfer of the Number.

11.3 eMobile may refuse to process the Customer instructions if:

- (a) the information provided on the Order is incorrect or misleading;
- (b) the information provided in relation to the Number is not compatible with information held by the Customer's Previous Service Provider;
- (c) there are overdue amounts outstanding to the Customer's Previous Service Provider. eMobile does not warrant or represent that the Move will be completed within a particular timeframe. There may be a period where no Services are available, from either the Customer's Previous Service Provider or from eMobile. eMobile will not be liable or responsible for making good any loss, damage, costs or expenses or other liability whether incurred directly, indirectly or as a consequence of the unavailability of the Services or services from a Previous Service Provider.

12. Suspension and Termination

12.1 eMobile may terminate or suspend the Services wholly or partially at any time at its option on any of the following grounds:

- (a) if the Network requires modification or maintenance or for security reasons or if for technical

reasons it is not possible to provide the Services;

(b) any breach by the Customer of these terms and conditions of this Agreement including but not limited to the following

- if the Customer does not comply with, or eMobile in its reasonable opinion considers that the Customer is not complying with, the terms of this Agreement, including without limitation clause 6 or non-payment of any sums due by the Customer (in which case eMobile reserve the right to charge for reconnection and/or to require revised payment terms or Advance Payment or Deposit);
- if the Customer is using the Services for commercial resale use;
- if the Customer is using the Services, the Equipment (including the eMobile SIM Card) or the Customer Number in any way which breaches any security or other safeguards or in any other way which harms or interferes with the Network, Services or the network or systems of any third parties;
- where eMobile reasonably believes that the Customer is unable to comply with payment obligations;
- if, having made reasonable efforts, eMobile cannot contact the Customer;
- where eMobile is of the reasonable opinion that the Customer has provided false or misleading information on the Order; or
- if the Customer breaches any provision of clause 5 or any provision of the Fair Use Policy.

12.2 The Customer will remain liable for Charges during any period of suspension.

12.3 eMobile may terminate this Agreement immediately:

- (a) if the Customer does not rectify the reason underlying the suspension of Services pursuant to clause 12.1 within 30 days of suspension;
- (b) if the Customer fails to pass such credit checks or exceed any credit limit specified by eMobile;
- (c) if the Customer fails to pay any sums due under this Agreement by the due date;
- (d) if the Customer breaches any of the terms of this Agreement or if any information supplied by the Customer to eMobile is false or misleading;
- (e) if eMobile believe, on reasonable grounds, that the Customer is unable to pay the Charges;
- (f) if eMobile receive a valid request to Move the Customer Number from eMobile to another Service Provider. The Customer will remain liable for all Charges and other costs due up to the date of termination, including any applicable termination Charges, plus any additional interest which accrues;
- (g) if the Customer is adjudicated as bankrupt, become insolvent or make any composition or arrangement with or assignment for the benefit of creditors; or
- (h) if any meeting of the Customer's creditors is called pursuant to section 266, of the Companies Act 1963 (as amended) or if the Customer enters into liquidation, receivership or examinership or any steps are taken to appoint a liquidator, receiver or examiner to the Customer.

13. Definitions

In this Service Schedule the following terms mean:

“Advance Payment” means a payment by the Customer (excluding Charges) which may be required before the Customer is authorised to use specific Service to include, but not limited to, International Calls, Roaming and Premium Rate Services; **“Authorised Individual”** means an individual or individuals who have been delegated authority by the Customer to authorise transactions on behalf of the Customer;

“Call” means a transmission made over the Network for the purpose of communicating a voice or data message (which includes, without limitation, short text messages (“SMS”), multi-media messages (“MMS”), and usage of Data Sessions;

“Call Content” means the content of any Call received or made by a Customer over the Network;

“Customer” means either a Small Business Customer or a Large Business Customer availing of the eMobile Service;

“Customer Authorisation Form” means the form required to process a Move;

“Data Session” means a connection to the internet or mobile internet (“WAP”), established using GPRS, 4G /UMTS, or other technology made available over the Network;

“Deposit” means a payment made by the Customer to us before or after connection to the Network, as security for payment of Charges;

“eMobile SIM Card” means the card, meaning a unique mobile telephone number, the related personal Unlocking Code and personal identification number, used with a handset or other terminal or modem (e.g. PDA/dongle for mobile broadband) to access the Services;

“End User” means an employee of the Customer who is as authorised by the Customer to use the Services;

“Equipment” means, unless otherwise specified the handset, or other terminal or modem (e.g. PDA/dongle for mobile broadband), the eMobile SIM Card and/or other equipment which is provided by eMobile to the Customer pursuant to this Service Schedule in connection with the Services;

“International Call” means a Call made from the Republic of Ireland to an international landline or international mobile;

“Large Business Customer” means a business Customer with more than 5 handsets with eMobile;

“Mobile Broadband” means the service which may be provided through specific Equipment, which in conjunction with a personal computer, enables connection to the world wide web over eMobile's 4G Network;

“Move” means the transfer of the Number used by you on a mobile network of a third party Service Provider, to the Network or from the Network to a mobile network of a third party Service Provider and “Move” and “Moving ” shall be construed accordingly as the context requires;

“Network” means mobile telecommunications networks and systems used to provide the Services including all the cables, exchanges, transmitters, receivers, computer hardware and software, and other equipment and facilities (excluding equipment owned by the Customer and by other users and customers of the Services);

“New Small Business Customer” means a new Small Business Customer (excluding Mobile Broadband Customers) who become an eMobile Customer on or after 26 April 2013;

“Number” means the unique ten-digit Mobile Station International Subscriber Directory Number (MSISDN) programmed into an eMobile SIM Card;

“Order” means the form required to process a Move or new Customer activation;

“Premium Rate Service” means premium rate services as defined in the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act 2010;

“Previous Service Provider” means the authorised Service Provider, other than eMobile, which, immediately prior to the Customer entering this Agreement and Moving the Number, was supplying services to the Customer through the Number;

“Price Plans” means the various tariff structures applicable to the different Services offered by eMobile and available to the Customer (as published by eMobile periodically and available on www.emobile.ie/business) and Price Plan will be interpreted accordingly;

“Promotion” means any special offer available to the Customer (as may be published from time to time and available on www.emobile.ie/business);

“Roam/Roaming” means an Service which allows you to use the Equipment on other networks, usually outside the Republic of Ireland;

“Service Provider” means an authorised mobile telephony service provider;

“Small Business Customer” means a Customer who has 1 to 5 handsets with eMobile;

“Territory” means Ireland (excluding Northern Ireland);

“Third Party Service” means any service promoted or provided by third parties to the Customer over the Network;

“Traffic Data” means the information relating to the use of the Services processed for the purposes of effective use of the Services or for billing purposes including information relating to the date, time and duration of the use of the Services, the Equipment (including any identity of the eMobile SIM Card), and/or the Networks used; and

“Unlocking Code” means the code to disable security settings that restrict the use of a phone handset to a specific SIM card or to a specific Service Provider’s services.