

The supply of Goods/Services under this Schedule is subject to the provisions of the eircom Limited "eir" Master Terms and Conditions for the Supply of Goods and Services and all definitions not defined in this Schedule shall have the meaning ascribed to them in the eircom Limited Master Terms and Conditions for the Supply of Goods and Services at www.eir.ie/masterterms

1. DEFINITIONS

In this Service Schedule the following terms mean:

- 1.1 **"Advance Payment"** means a payment by the Customer (excluding Charges) which may be required before the Customer is authorised to use a specific Service to include, but not limited to, international calls, Roaming and Premium Rate Services;
- 1.2 **"Authorised Individual"** means an individual or individuals who have been delegated authority by the Customer to authorise transactions on behalf of the Customer;
- 1.3 **"Call"** means a transmission made over the Network for the purpose of communicating a voice or data message (which includes, without limitation, Short Message Service ("SMS"), Multimedia Messaging Service ("MMS"), and usage of Data Sessions);
- 1.4 **"Call Content"** means the content of any Call received or made by a Customer over the Network;
- 1.5 **"Customer"** the customer as set out on the Order;
- 1.6 **"Customer Authorisation Form"** means the form required to process a Move;
- 1.7 **"Data Session"** means a connection to the Internet or mobile Internet, established using GPRS, 3G/4G/UMTS, or other technologies made available over the Network;
- 1.8 **"eir 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;
- 1.9 **"End User"** means the Customer or any an employee of the Customer who is authorised by the Customer to use the Services;
- 1.10 **"Equipment"** means, unless otherwise specified the handset, or other terminal or modem (e.g. PDA/dongle for mobile broadband), the eir SIM Card and/or other equipment which is provided by eir to the Customer pursuant to this Service Schedule in connection with the Services;
- 1.11 **"Fair Usage Policy (FUP)"** has the meaning as set out in clause 5.7
- 1.12 **"Minimum Period of Service"** is specified on the Order Form and in the absence of such specification a period of not less than twelve (12), months from the Operational Service Date. Each time the Customer adds additional End Users to the Service a new Minimum Period of Service shall automatically commence unless otherwise agreed in respect of that End User;
- 1.13 **"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 eir's 3G/4G Network;
- 1.14 **"Move"** means the transfer of a Number from the mobile network of a third party Service Provider, to the Network or a transfer from the Network to a mobile network of a third party Service Provider. "Move" and "Moving" shall be construed accordingly;
- 1.15 **"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);
- 1.16 **"Number"** means the unique ten-digit Mobile Station International Subscriber Directory Number (MSISDN) programmed into an eir SIM Card;
- 1.17 **"Order"** means the form signed by the Customer which is required to process a Move or new Customer activation;
- 1.18 **"Premium Rate Services (PRS)"** means premium rate services as defined in the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act 2010;
- 1.19 **"Previous Service Provider"** means the authorised Service Provider, other than eir, which, immediately prior to the Customer entering this Agreement and Moving the Number, was supplying services to the Customer through the Number;

- 1.20 “Price Plans”** means the various tariff structures applicable to the different Services offered by eir as set out in the Order
- 1.21 “Roam/Roaming”** means a Service which allows an End User to use the Equipment on other networks, usually outside the Republic of Ireland;
- 1.22 “Service Provider”** means an authorised mobile telephony service provider;
- 1.23 “Territory”** means Ireland (excluding Northern Ireland);
- 1.24 “Third Party Service”** means any service promoted or provided by third parties to the Customer over the Network;
- 1.25 “Traffic Data”** means the information relating to the use of the Services processed for the purpose of the 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 eir SIM Card), and/or the Networks used; and
- 1.26 “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.

2. SERVICE DESCRIPTION

The eir proposition consists of Mobile Voice and Mobile Data Services provided over the Network using a range of technologies including 2G, 3G and 4G. Mobile Voice enables Customers to make and receive voice calls when connected to the Network within the Republic of Ireland and outside the Republic of Ireland by Roaming on international partner networks where available. Mobile Data enables Customers to send or receive data when connected to the Network both within the Republic of Ireland. Mobile Voice and Data Services are available outside the Republic of Ireland on international partner networks where appropriate Roaming agreements are in place.

The Service also offers the following additional features:

2.1 Bill Analyser

Eir’s Bill Analyser is an online billing analysis tool that enables Customers to analyse their Mobile and Fixed voice bills from a single portal and run reports across usage, costs and performance. Terms and conditions for Bill Analyser are available at, www.eir.ie/business/bill-analyser-terms.

2.2 WiFi Calling

WiFi calling is a service offered by eir to mobile Customers on certain smartphones to allow them to make and receive calls over WiFi networks in any location worldwide, at the same cost as if they were making the call from Ireland. Terms and Conditions for Wifi Calling, which may be amended from time to time, are available at, www.eir.ie/business/wifi-calling.

2.3 Bulk Text

Bulk Text is a Third Party Service which consists of an online application which facilitates the sending of bulk SMS’s (single SMS to multiple subscribers) with a full suite of features including campaign set up, management and reporting. Terms and conditions for Bulk Text service, which may be amended from time to time, are available at, www.eir.ie/business/mobile/bulk-text-terms.

2.4 Managed Access Point Name (APN)

A Third Party managed APN service that provides Customers with a secure method to allow their End Users to connect to their corporate network using their mobile devices. The service provides a secure/non-public, shared APN with a self-service portal to allow Customers to manage their End Users. It also allows Customers to provide End User authentication and monitored Internet access.

2.5 Indoor Coverage Solutions

A range of indoor 2G, 3G and 4G coverage solutions are available as a Third Party Service for Customers and are provided for Customers who have a strong external coverage and poor internal coverage due to building materials used. These solutions boost internal coverage using repeaters installed on the Customer’s premises.

2.6 Mobile Device Management

A Third Party Service software solution that enables Customers to secure, monitor, manage and support mobile smartphone, tablet and laptop devices. Mobile Device Management (MDM) functionality typically includes over-the-air enforcement of security policies, distribution of

applications as well as management of corporate email, security certificates and configuration settings. MDM can apply to both company owned and End User owned devices. Usage of MDM and other provided mobility services will require acceptance of specific End User Agreements for the procured or trialled service in question. Terms and Conditions for Mobile Device Management, which may be amended from time to time, are available at, www.eir.ie/business/termsandconditions

- 2.6.1 **Mobile Device Data and Threat Management:** A Third Party Service software solution that enables Customers to manage data usage in real time and also actively monitor, in real-time, mobile data devices for security breaches. Usage of mobile Device Data and Threat Management services will require acceptance of specific End User Agreements for the procured or trialled service in question.
- 2.6.2 **Mobile Workforce Automation (WFA):** A Third Party Service software solution that enables Customers to manage field force staff via a mobile application downloaded to a mobile device. Typically this involves automated scheduling of tasks to field workers and automation via the mobile application of process steps that were previously manual (e.g. a timesheet form can now be completed and uploaded via the application). Usage of WFA applications will require acceptance of specific End User Agreements for the procured or trialled service in question.
- 2.6.3 **Data Cost and Threat Management:** A Third Party Service software solution that enables Customers to actively manage data usage and monitor security threats on mobile smartphone devices. Data cost and threat management operates via an application, downloaded to the smartphone device, which interacts with a proxy server on the Internet, that actively monitors all traffic going to the mobile device.

2.7 Machine to Machine

Machine to Machine (M2M) refers to SIM cards with specific data only Price Plans, inserted into devices that utilise the data connection for the purpose of communications between such devices and another end point. M2M is typically used to monitor, report and communicate between multiple machines or computer systems.

2.8 Shared Data

Shared data which is only available with certain Price Plans refers to data added to an account that can be shared across a number of End Users for either domestic or Roaming data.

2.9 Mobile Extension Services

Mobile extension refers to the ability to create a virtual fixed number and link it to a mobile number. Two types of mobile extension are available, Follow Me and Virtual Landline. Terms and Conditions for Mobile Extension, which may be amended from time to time, are available at, www.eir.ie/business/au-fmterms and www.eir.ie/business/au-vlterms.

3. AGREEMENT

- 3.1 In the event of any conflict between the terms and conditions of this Service Schedule and the eir Master Terms and Conditions these terms and conditions will prevail.
- 3.2 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 eir Master Terms and Conditions for the Supply of Goods and Services, the Commercial Schedule, the Fair Usage 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.

4. COMMENCEMENT AND DURATION

- 4.1 eir will provide the Services from the Operational Service Date when eir accepts the Order and the Services shall continue in full force and effect until the Agreement expires or the Agreement is properly terminated by the Customer or by eir as permitted by the Agreement. Acceptance of the Customer as a Customer is at eir's sole discretion and eir shall have no obligation to provide the Customer with any reasons if eir decides not to accept the Customer as a Customer.
- 4.2 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.

5. CONDITIONS OF USE

5.1 In order to access the Services using the Equipment the End User must be in an area of the Network covering the Services concerned.

5.1.1 In addition, both The quality and availability of the Services are affected by factors which could cause radio interference, such as

- (a) valleys, mountainous terrain, trees, buildings, or other topographical physical obstructions,
- (b) atmospheric conditions,
- (c) technical faults in the Network including in other telecommunications networks through which the Services may be relayed or other matters beyond eir's control.
- (d) building fabric in the case of indoor use whereby building insulation can negatively impact service and speed.

5.1.2 Certain features/services are dependent on,

- (a) Equipment capability (handset, modem/dongle etc.)
- (b) distance of End User from a base station
- (c) number of End Users active on connected to a base station
- (d) location of the Equipment if using indoors
- (e) modem WiFi signal strength if using a modem
- (f) the End User being located within a 3G or 4G network and may be unavailable if the End User travels, or is, outside of such a network.

Certain functionality (e.g. video calling) may only be available if the End User is calling another person who is also 3G/4 G enabled and within a 3G/4G network.

5.1.3 eir cannot guarantee that the End User will reach the maximum speed advertised. Speed of Internet connection assumes Network and components are working at optimum speeds and capacity. Delays and jitters in the transmission of data or packet loss can result in a Data Session running slowly, not loading web pages or causing problems with services like VOIP and VPNs. If there is packet loss or delay in a Data Session certain applications may suffer from momentary interruptions of video or audio or alternatively the time to complete a task (such as downloading a file) becomes longer.

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

5.3 Reliance on Call Content is at the Customers sole risk. eir shall not be responsible for any Call Content sent or received by the Customer. eir 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.

5.4 eir makes no representation and gives no warranty as to the performance of any Third Party Services. eir may withdraw access to Third Party Services at any time. Third Party Services are used at the Customer's sole risk and eir is not liable for any loss or damage suffered by the Customer arising from the use of such Third Party Services. eir 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 eir. eir accepts no responsibility for same, their content or services and no endorsement or approval of such sites by eir may be implied.

5.5 By default all customers may call the Republic of Ireland and United Kingdom. Prior approval by eir is required if the Customer wishes to avail of PRS, Roaming or to make calls from the Republic of Ireland to destinations outside Ireland and the United Kingdom, which can be requested on the Order or by an Authorised Individual contacting the relevant eir Service Desk number or email address as detailed in 10.1. Customer may only make calls to countries which

are not on the list of International Barred destinations which are available at www.eir.ie/business/mobile/int-barred-destinations

- 5.6** The Services available while Roaming shall depend upon the arrangements between local operators and eir. eir reserves the right to change such arrangements from time to time for commercial or geopolitical reasons; such changes will happen without notice and it is the Customer's responsibility to check prior to travelling.
- 5.7** eir has developed the Service and the related Price Plans by reference to average customer profiles and estimated customer usage of the Service (particularly the estimated volume and length of free calls likely to be made by users). If, at the absolute discretion of eir, eir is of the opinion, that an End User's usage of the Service materially exceeds these estimated use pattern over any month, eir may contact the Authorised Individual to advise that the End Users usage exceeds eir's Fair Usage Policy. If the excessive usage continues after receipt of a request to desist from or alter the nature of such usage, eir reserves the right to suspend, at its absolute discretion, modify or restrict an End Users use of the Service or to withdraw Ender User access to the Service. eir Fair Usage limits are set out in clause 13 below.

6. EQUIPMENT AND THE NUMBER

- 6.1** The Customer does not own the Number(s) allocated to it as Numbers are allocated to eir by the Irish telecommunications regulator, Comreg. On request, eir will port the Numbers to a different provider on termination of the agreement in bulk or on an individual Number basis, provided all outstanding Charges are paid in full in respect of that Number.
- 6.2** The eir SIM Card remains the property of eir at all times. All other Equipment (excluding Equipment purchased without an associated Price Plan) shall remain the property of eir until the expiry of the Minimum Period of Service.
- 6.3** The Customer will ensure that all eir instructions (including any instruction manuals relating to the Equipment) are followed correctly in using the Equipment and eir 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.
- 6.4** eir will have no liability for any equipment, plug-ins or other devices, hardware or software provided by the Customer, other than the Equipment provided by eir, 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.

7. CUSTOMER OBLIGATIONS

The Customer agrees as follows:

- 7.1** to provide all information, as may be reasonably required by eir, to enable eir 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;
- 7.2** not to use (or allow others to use) the Services, the Network or the Equipment:
- 7.2.1** for any improper, indecent, unlawful, immoral or fraudulent purpose;
 - 7.2.2** 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;
 - 7.2.3** 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 eir's absolute discretion makes excessive or unusual demand on the Services or Network;
 - 7.2.4** for the infringement of the Intellectual Property Rights, including but not limited to copyright, of any person;
 - 7.2.5** in a manner which does not comply with any relevant legislation or licence or with any instructions or direction given by eir from time to time;
 - 7.2.6** in any way which infringes the proprietary rights in any software;
 - 7.2.7** in a manner contrary to this Agreement;

eir reserves the right to notify any relevant agencies or authorities where the Customer is in breach of the obligations in this sub clause or otherwise;

- 7.3 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 eir;
- 7.4 that in the case of eir supplied handsets the Customer will only use such 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 eir (for Unlocking Code requests please telephone the eir Service Desk number as detailed in 10.1.) A Charge may apply for unlocking a handset;
- 7.5 to maintain the confidentiality of all user details assigned to the Customer to enable the Customer to use the Services or access the Network;
- 7.6 to comply with the reasonable requests and directions of eir concerning the use of the Services;
- 7.7 to promptly notify eir in writing or contact the eir Service Desk as detailed in 10.1. to inform eir of any change of name, address or other contact details from these provided in the Order;
- 7.8 to notify the eir Service Desk as detailed in 10.1 if Equipment (in particular the eir SIM Card) is lost or stolen or the eir SIM Card is damaged. The Customer will remain liable for all Charges incurred until the Customer does so. eir will provide a replacement eir SIM Card to the Customer and the Customer may be liable to pay a charge of up to fifteen euro, including VAT (€15 inc. VAT) for the replacement eir SIM Card;
- 7.9 to promptly pay all Charges in accordance with clause 8;
- 7.10 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;
- 7.11 not to use the Services in any manner which is contrary to the Irish Cellular Industry Association's Code of Practice; and
- 7.12 If the Customer opts for APN Services:
 - 7.12.1 eir shall not be responsible for any loss of revenue or corporate data arising due to security breaches on the APN;
 - 7.12.2 eir shall not be liable for corporate policy infringement arising due to a Customer's employees by-passing the Managed APN;
 - 7.12.3 In the event of cancellation by Customer of the Managed APN subscription the charges shall continue to apply until the expiry of the Minimum Period of Service; and
 - 7.12.4 It is the responsibility of the Customer to manage and host the VPN agent application.

8. PAYMENT, CHARGES AND PRICE PLANS

- 8.1 eir will commence billing for all recurring Charges once the eir SIM is activated. The eir SIM will be automatically activated 20 Business Days from the date of delivery unless the Customer self-activates the eir SIM by inserting the eir SIM into the handset supplied and making a call.
- 8.2 The Customer must pay for all Charges incurred through eir SIM Cards related to the Order. eir 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.
- 8.3 eir may vary the Charges of any of its Price Plans at any time at its discretion. In the event that Charges are varied notification of such changes will be posted on the eir web site, and/or notified to the Customer by SMS, by e-mail or by post.
- 8.4 eir 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.
- 8.5 eir will invoice for the Services monthly in advance for fixed Charges, and monthly in arrears for connection, calls, SMS messages, data units and other non-fixed Charges. Payment is due on the date specified on the invoice. eir reserve the right to include Charges from a prior billing

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period in any invoice where the time period for calculation of the appropriate usage rate makes this necessary. eir will send all invoices and notices to the Customer billing address shown on the Order unless the Customer informs eir in writing or calls the Service Desk as detailed in 10.1. to inform eir of any change.

- 8.6** Every invoice and notice from eir to the Customer will be deemed served 48 hours after posting, or on earlier proof of delivery. eir reserve the right to contact the Customer 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.
- 8.7** Subject to eir'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 billing 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 billing period, or upon settlement of termination charges for the Customer's prior Price Plan in accordance with clause 13, unless eir specify otherwise, and where, at the time of requesting or effecting the change, the Customer does not have unpaid amounts owing.
- 8.8** eir 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.

9. REPAIRS

- 9.1** eir's policies concerning repairs, which may be amended from time to time are available at www.eir.ie/business/mobile/returns-and-repairs-policy and shall apply to the Order.
- 9.2** Should a handset fail to operate correctly under normal usage, the handset will be returned to our authorised handset repair partners and repaired under Warranty only.

10. SERVICE MANAGEMENT

10.1 Service Desk Support Hours

Telephone support and email support is available during the following times (IST in summer, UTC in winter):

| Hours of cover | 08:00-18:00 Mon-Fri | 24*7 inc. Bank Holidays |
|-----------------------|--|---|
| All Customers: | For all support during business hours, Phone: 1921 From abroad dial: +353 1 701 1450 E-mail: emobileforbusiness@eir.ie | For Lost/Stolen Devices or Roaming Queries only, Phone: 1921 From abroad dial: +353 17011450 |

10.2 Change Request Management

Standard change requests include such items as the addition of a new Customer user, deletion of an existing Customer user, password re-set and change of billing address. Standard changes can be made over the phone with an agent by calling the relevant number in 10.1 above.

Requests for changes that require design authority or out of hour's activity to complete are not within the scope of a standard change.

11. MOVE TO EIR

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

The Customer acknowledges that:

- 11.1.1 only the Number(s) will be Moved;
- 11.1.2 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;

- 11.1.3 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;
 - 11.1.4 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
 - 11.1.5 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** eir may refuse to process the Customer instructions if:
- 11.3.1 the information provided on the Order is incorrect or misleading;
 - 11.3.2 the information provided in relation to the Number is not compatible with information held by the Customer's Previous Service Provider;
 - 11.3.3 there are overdue amounts outstanding to the Customer's Previous Service Provider. eir 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 eir. eir 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** eir may terminate or suspend the Services wholly or partially at any time at its option on any of the following grounds:
- 12.1.1 if the Network requires modification or maintenance or for security reasons or if for technical reasons it is not possible to provide the Services;
 - 12.1.2 any breach by the Customer of these terms and conditions of this Agreement including but not limited to the following
 - (a) if the Customer does not comply with, or eir in its reasonable opinion considers that the Customer is not complying with, the terms of this Agreement, including without limitation clause 7 or non-payment of any sums due by the Customer (in which case eir reserve the right to charge for reconnection and/or to require revised payment terms or Advance Payment or Deposit);
 - (b) if the Customer is using the Services for commercial resale use;
 - (c) if the Customer is using the Services, the Equipment (including the eir 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;
 - (d) where eir reasonably believes that the Customer is unable to comply with payment obligations;
 - (e) if, having made reasonable efforts, eir cannot contact the Customer;
 - (f) where eir is of the reasonable opinion that the Customer has provided false or misleading information on the Order; or
 - (g) if the Customer breaches any provision of clause 5.
- 12.2** The Customer will remain liable for Charges during any period of suspension.
- 12.3** eir may terminate this Agreement immediately:
- 12.3.1 if the Customer does not rectify the reason underlying the suspension of Services pursuant to clause 12.1 within 30 days of suspension;

- 12.3.2 if the Customer fails to pass such credit checks or exceed any credit limit specified by eir;
- 12.3.3 if the Customer fails to pay any sums due under this Agreement by the due date;
- 12.3.4 if the Customer breaches any of the terms of this Agreement or if any information supplied by the Customer to eir is false or misleading;
- 12.3.5 if eir believe, on reasonable grounds, that the Customer is unable to pay the Charges; and
- 12.3.6 if eir receive a valid request to Move the Customer Number from eir 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.

13. FAIR USAGE POLICY LIMITS

- 13.1** FUP limits are applied to all unlimited Price Plans based on a mix of different destinations. The FUP limits are applied per End User per billing period. PRS calls are excluded from FUP limits as they are charged separately.
- 13.2** Any roaming in the EEA is subject to Regulation (EU) No 531/2012, as amended by Regulation (EU) 2015/2120 and Commission Implementing Regulation (EU) 2016/2286 (Retail Roaming Guidelines).
- 13.3** Within the EEA and for certain additional countries as may be specified in the Price Plan, End Users are not permitted to permanently Roam. Such End Users are subject to a time and volume based Roaming FUP which may result in a surcharge on Roaming calls, SMS and Data usage if the total duration of Roaming presence exceeds the total duration of domestic presence and the total volume of Roaming usage exceeds the total volume of domestic usage, in any given four month period. Customers will be advised two weeks in advance of the imposition of such Roaming surcharges. This is in addition to any volume based roaming limits that may apply to the data allowance associated with your Price Plan.