

1. DEFINITIONS AND INTERPRETATION

1.1 Terms not herein defined shall have the meaning ascribed to them in the General Terms. In these Terms, unless the context otherwise requires:

Additional Device: a Device (which is in addition to the two registered Devices) which has been registered to do so by you in accordance with the instructions and restrictions set out on the Website and updated from time to time;

Additional Device Payment: a payment that you may be required to pay in order to use an Additional Device to receive the Service

Additional Services: subject to availability and Customer's eligibility any additional eir Vision services which may be provided by eir to you over the eir Network at your Home, including but not limited to the eir Vision Experience (Extended Pack), the HD Channels Pack, the Premium Channels Pack and the Multiroom Services.

Additional Users: a user of the Service who has been registered to do so by you in accordance with the instructions and restrictions set out on the Website

eir Vision Essential (Basic Pack): the basic pack of Channels offered from time to time to the Customer at www.eir.ie/tv/channels and currently advertised as "eir Vision Essentials". Unless stated otherwise the eir Vision Essential (Basic Pack) does not include the eir Vision Experience (Extended Pack), the HD Channel Pack or the Premium Channel Pack or any bonus or additional channel or service or any Additional Services.

Broadband Terms: eir's standard terms and conditions for broadband.

Bundle: a bundle consisting of eir products including but not limited to telephone, broadband, eir Vision and mobile products and services.

Business Day: a day (other than a Saturday, Sunday, Good Friday or a public holiday) when the banks are open for business in Ireland.

Channels: the channels which are retransmitted by eir and which may be included in the eir Vision Essential (Basic Pack), the eir Vision Experience (Extended Pack), the HD Channels Pack or in the Premium Channels Pack.

Charges: the charges, prices and rates which are set out in the Price List payable by the Customer for the Service in accordance with Clause 3.

Content: the selection of live TV channels that is available via the Service, as described on the Website.

Device: the device e.g. smart phone / tablet / computer or devices that have been registered to use the Service in accordance with the instructions and restrictions set out in the Website.

eir Equipment: equipment including but not limited to the PVR Set Top Box and where applicable the Multiroom Service Set Top Box (including any software embedded in or run on such equipment) owned or licensed by eir and placed at the Customer's Home by eir for provision of the Service.

eir Network: eir's telecommunications network.

Effective Date: the date the first Order comes into force.

eir: eircom Limited, Registered as a Branch in Ireland Number 907674, Incorporated in Jersey Number 116389.

eir Vision Experience (Extended Pack): any additional Channels not included in the eir Vision Essential (Basic Pack), the HD Channel Pack and the Premium Channel Pack listed at www.eir.ie/tv/channels and currently advertised as "eir Vision Experience" and which may be changed by eir from time to time.

eir Vision Go App: the app which allows you to use the Service on your Device

eir Vision Terms: the eir Vision general terms and conditions, as set out herein

General Terms: eir's general terms and conditions, as set out in the eir Price List at www.eir.ie/pricing.

HD Channels Pack: any channels provided in High Definition format.

Home: the private household /dwelling /residential premises which eir agrees to provide the Services or any Additional Services to the Customer.

Intellectual Property Rights: all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or not), and all applications for the same which may now, or in the future, subsist anywhere in the world.

Minimum Period of Service: the minimum duration of the Service being eighteen (18) months commencing on the Operational Service Date.

Mobile Network: a mobile telecommunication network operated by eir Mobile or a third party with a 3G / 4G data connection established

Multiroom Service: the provision of up to two additional non-PVR Set Top Boxes for an additional Charge showing the Service at your Home.

Operational Service Date: the date on which the Service is first made available by eir to the Customer in accordance with Clause 3.

Order(s): the Customer's order for the Service.

Premium Channels Pack(s): any premium channels, packs and services provided by eir to the Customer.

Price List: the list which sets out the Charges for the Services and any Additional Services published on www.eir.ie/tv/channels.

PVR: eir Equipment that allows Customer to record video in a digital format to a disk drive on your Set Top Box, which enables video capture and playback to and from disk.

Service: the provision of the eir Vision Essential (Basic Pack) to the Customer.

Service (eir Vision Go): the Streaming video service as described on the Website and in these terms which turns your Device into a TV so that you can watch Content in your Home or outside of your Home;

Set Top Box: an authorised digital decoder which delivers the Service to the Customer at their Home.

Streaming: the images and sounds which are delivered live to your Device to view when you press play, rather than being downloaded to your Device to view at a later time;

Terms: these terms and conditions.

Territory: the Republic of Ireland;

VAT: value added tax chargeable by virtue of the Value Added Taxes Consolidation Act 2010.

Website: the website www.eir.ie/tv or any other website address which we notify to you regarding the Service and which may be updated from time to time;

Web Client: the eir Vision Go App used with an eligible Internet browser on your Smartphone/ PC/Laptop/tablet.

2. GENERAL

These Terms are in addition to the General Terms, eir's terms and conditions for Telephone Service (where applicable), your Broadband Terms and eir's Acceptable Usage Policy ("**AUP**") available at www.eir.ie/policy (together the "**Other Terms**"), the Order and all constitute a legally binding agreement (the "**Agreement**") between eir ("**we/us/eir Vision**") and the customer ("**you/Customer**"). In the event of any conflict between the General Terms, the Other Terms and these Terms, these Terms shall prevail.

3. SUPPLY OF THE SERVICE

- 3.1 In consideration for the payment of the Charges by you, eir agrees to provide you with the Service in accordance with the terms of the Agreement.
- 3.2 The Service shall have a Minimum Period of Service commencing on the Operational Service Date. eir will provide the Service to you with effect from the Operational Service Date which date, unless otherwise agreed by eir, is an estimate only and time shall not be of the essence.
- 3.3 eir reserves the right at all times to suspend the Service
- 3.3.1 in an event of an emergency or where you are in breach of the Agreement;
 - 3.3.2 subject to providing you with reasonable advance notice, to:
 - 3.3.2.1 change the technical specification of the Service, or any part thereof, being provided by eir to you, provided that any change to the technical specification will not materially decrease or impair the scope or the performance of the Service; and
 - 3.3.2.2 change the Service as may be necessary to comply with applicable laws or health and safety requirements.
- 3.4 In order for you to receive the Service you must ensure that the eir Equipment is always connected to your eir fibre broadband service. In order for you to receive the Service you must give us the details of the telephone line used by you for receipt of the Service and you must allow us to collect information and data, (including your telephone number) through this line and your eir Equipment in order for us to provide the Service to you. Where such information is Personal Data (as defined in the General Terms) eir will hold and process such data in accordance with Clause 11 (Data Protection) of the General Terms. You must tell us immediately if the line or number changes for any reason. The maximum broadband speed you may receive when receiving the Service is 50 MBPS.

- 3.5 The Service and the eir Equipment are provided to you at your Home for private, domestic, residential and non-commercial use only. The Service cannot be sold or resold for money, for personal gain or for profit. The Service must not be accessible, in a communal viewing area, public area or in a public or commercial premises even if no charge is made to the general public. In the event you are found to be breach of this Clause eir reserves the right to disable, alter, suspend or terminate the provision of the Service with immediate effect.
- 3.6 The Service that eir provides to you may change from time to time as the provision of the Service is variable and eir cannot guarantee the availability of any particular channel or programme which forms part of the Service. This may occur for reasons beyond eir's control, including but not limited to decisions of programme providers, technical difficulties, for reasons that we were not aware of nor could not have foreseen at the time the programme was advertised or scheduled, if we believe it will improve the Service or for commercial reasons. eir shall not be liable to you for any changes, lack of availability or failure to transmit any advertised eir Vision programme or channels or to do so at the advertised time. Therefore the Service including any eir Vision programme contents, channels, channel packages, programming, programming schedules, channel broadcast hours, channel allocations, and transmission times may change from time to time or channels or eir Vision programme may no longer be available.

4. PAYMENT, BILLING AND SET OFF

- 4.1 The Charges for the Service shall be those that are set out in the Price List. In the event you do not subscribe to a PSTN telephone line we reserve the right to charge you an additional Charge for the Service, as may be set out in the Price List. The Charges are exclusive of VAT and shall be included in the invoice for your Bundle. eir will invoice the Charges in Euro at monthly intervals. Amounts due for the Charges shall be billed in arrears.
- 4.2 In order to receive the Service and any Additional Services you shall pay the Charges together with any VAT and any other taxes by direct debit in accordance with Clause 2.6(a) of the Broadband Terms.

- 4.3 eir may, at its discretion, add interest charges to any past due amounts in the manner and at the rates set out in Clause 7.7.2 of the General Terms. You will promptly notify eir in writing of any disputed invoice or amount and provide eir with all information relevant to the dispute, PROVIDED THAT any disputed invoice or amount must be brought to eir's attention in accordance with Clause 7.9 of the General Terms. On resolution of the dispute the agreed amount, if any, shall be paid immediately and in any event not later than twenty eight (28) Business Days after the resolution of the dispute.
- 4.4 In addition to the provisions set out in Clause 3.4, in the event that a payment due to eir from you following the issue of an invoice pursuant to Clause 3.2 has not been received by eir after fourteen (14) days of the date of issue, eir reserves the right to suspend the provision of the Service in accordance with Clause 7.10 of the General Terms until payment is made by the Customer in full.
- 4.5 In accordance with Clause 7.7 of the General Terms and without prejudice to any other right or remedy it may have, eir may set off any payment owed to it by you in accordance with this Agreement against any amount owed by eir to you, whether in connection with this Agreement or any other agreement in place between eir and you.
- 4.6 eir may, at its sole discretion, where it has any reasonable concern as to the ability of you to meet your payment obligations pursuant to Clause 4.2, at any time, require full, or partial, payment of the Charges prior to supply of the Service or to require the provision of security for payment by you in a form acceptable to eir.
- 4.7 Any extension of credit allowed by eir to you may be changed or withdrawn at any time at the discretion of eir, upon eir giving reasonable prior written notice to you.
- 4.8 eir reserves the right to review and amend the Charges for the Service. If the cost to eir of providing a Service or any Additional Services changes to a material extent, eir shall have the right to amend the Charges at any time by giving notice to you, such notice setting out details of the:
- 4.8.1 reasons for the change in the cost of providing the Service; and
 - 4.8.2 change to the Charges and the date the change will take effect.

5. WARRANTIES

- 5.1 Each of us warrants to the other its full capacity and authority to enter into and to perform the Agreement in accordance with its terms.
- 5.2 eir warrants to you that it shall perform the Service with reasonable skill, care and diligence through appropriately experienced, qualified and trained personnel.
- 5.3 eir does not warrant that the Service or any Additional Services will be interrupted or error free and for the avoidance of doubt eir does not provide defined service levels for the provision of the Service or any Additional Services.

6. CUSTOMER OBLIGATIONS

- 6.1 You shall:
 - 6.1.1 co-operate with eir in all matters relating to the provision of the Service;
 - 6.1.2 provide eir with any information reasonably required by eir in connection with the provision of the Service;
 - 6.1.3 obtain all necessary permissions and consents which may be required before the commencement of the Service;
 - 6.1.4 obtain and maintain at all times a valid eir Vision licence;
 - 6.1.5 comply with such other requirements as may be notified by eir from time to time;
 - 6.1.6 subject to Clause 7.8, accept that it is illegal to copy, distribute copies, show in public or rebroadcast any part of the Service including any eir Vision programmes or Channels as provided to you as part of the Service without the consent of the copyright owner;
 - 6.1.7 indemnify and hold harmless eir, its officers, Affiliates, employees, agents and their sub-contractors against any liability arising from any or all claims by any third party arising out of the your use of the Service including actual or claimed copyright infringement or breach of Intellectual Property Rights and these Terms by you or any other person; and
 - 6.1.8 in circumstances where eir requires access to your Home for the installation, review, maintenance, support, repair or removal of the eir Equipment, you will at your own cost, and before the commencement of any installation works by eir:
 - (a) obtain all necessary rights and consents for eir, including, but not limited to access rights;

- (b) provide a suitable and safe working environment; and
- (c) provide any electricity and telecommunication connection points reasonably required by eir.

If you fail to provide any of the facilities listed in this Clause 6.1.8, eir reserves the right to charge the cost of any abortive work or time spent trying to access your Home.

6.2 If eir's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by you or failure by you in performing any relevant obligation (a "Customer Default"):

- 6.2.1 eir shall without limiting its other rights or remedies have the right to suspend performance of the Service until you remedy the Customer Default;
- 6.2.2 eir shall not be liable for any costs or losses sustained or incurred by you arising from a Customer Default; and
- 6.2.3 you shall reimburse eir on written demand for any costs or losses sustained or incurred by eir arising directly or indirectly from a Customer Default.

7. EIR EQUIPMENT

- 7.1 eir will provide you with the eir Equipment so that you can receive the Service. You agree that all eir Equipment supplied by eir to you shall at all times be and remain as between eir and you the exclusive property of eir.
- 7.2 You shall keep, maintain and insure the eir Equipment in good condition and in accordance with the eir's instructions as notified in writing to you from time to time and you shall not dispose or use the eir Equipment other than in accordance with eir's written instructions or authorisation.
- 7.3 You must not use the eir Equipment for any other purpose and must comply with all manufacturers' instructions and any reasonable instructions that eir may give you regarding the use of the eir Equipment.
- 7.4 In order for you to receive the Service you must ensure your eir Vision is connected to the Set Top Box. You may connect speakers to the Set Top Box however you shall not connect any other device, mechanism, computer, or electronic link to the eir Equipment (including the Set Top Box) which may damage or cause interference with the eir Equipment. Any such form of interference with the eir Equipment by you shall be a material breach of this Agreement and eir shall be entitled to terminate this Agreement with immediate effect in accordance with Clause 10.

- 7.5 You shall be liable to eir for any loss of or damage to the eir Equipment, except where the loss or damage is due to fair wear and tear or is caused by eir or any person acting on eir's behalf.
- 7.6 Where you have been provided with a PVR Set Top Box and unless you are otherwise notified, you may record certain linear programming for private and domestic use for the sole purpose of enabling the programming on the Service to be viewed at another time by you at your Home. Where you cancel or terminate the Service you will no longer be able to access recordings of the Service.
- 7.7 Upon expiry, termination or cancellation of this Agreement you shall within fourteen (14) days return the eir Equipment to us. In the event you do not return the eir Equipment to us we reserve the right to charge you an unrecoverable equipment charge of €150 for PVR and €100 for Multiroom Service Set Top Box and €15 for homeplugs (applicable to customers who have signed up to eir Vision on or after the 6th February 2017) or as otherwise provided in the Price List.
- 7.8 eir does not warrant that the operation of your Set Top Box will be uninterrupted or error free. Where eir finds that your Set Top Box is found to be faulty we will send you a replacement Set Top Box and you shall return the faulty Set Top Box to eir in accordance with Clause 7.6.

8. FORCE MAJEURE

- 8.1 In addition to the force majeure events set out in the General Terms eir shall not be liable for performance of its obligations caused by or resulting from, which shall include, but not be limited to, events which are unpredictable, unforeseeable, irresistible and beyond eir's control, such as any extreme severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, satellite or technical failure, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest (but only to the extent that the impact of such strikes or other labour unrest are significant, regional or national), civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned party (a "Force Majeure Event").
- 8.2 eir shall not be liable to you for any loss, damage, expenses, injury or death whatsoever arising or resulting from a Force Majeure Event.

9. DISPUTE RESOLUTION

Unless otherwise stated in these Terms all disputes shall be resolved in accordance with Clause 7.9 of the General Terms and in accordance with Clause 2.7 of the Broadband Terms.

10. TERM AND TERMINATION

10.1 The Agreement shall commence on the Effective Date and shall remain in force until the expiry of the Minimum Period of Service, expiry of your Bundle, or has been terminated in accordance with the provisions of this Agreement.

10.2 In addition to termination rights in the General Terms eir may immediately by notice terminate this Agreement if one of the following events occurs:

10.2.1 you commit a material breach of Clauses 3.5 and 6.1.6 of the Agreement; or

10.2.2 other than a breach of Clauses 3.5 and 6.1.6 you commit a material breach of the Agreement and you have failed to cure such breach within five (5) Business Days after eir has given you notice of the default; or

10.2.3 you are deemed bankrupt or you enter into liquidation, whether compulsory or voluntary, other than for the purposes of amalgamation or reconstruction, is the subject of a winding up petition or has a receiver or manager appointed over all or any of its assets; or

10.2.4 a Force Majeure Event continues for more than thirty (30) days.

10.3 You may cancel / terminate the Service outside the Minimum Period of Service by giving eir one (1) month's notice in writing. eir may agree to accept cancellation / termination of the Service outside of the Minimum Period of Service without the need for one (1) month's notice in which case you will be obliged to pay to eir an early cease charge of in lieu of notice.

10.4 In the event you cancel / terminate the Service during the Minimum Period of Service an early cease charge will apply. For the avoidance of doubt this is in addition to any Charges under Clause 7.7 above.

- 10.5 In the event you terminate your Bundle the terms and conditions applicable to your Bundle in respect of Charges applicable upon termination of the Bundle or of any of its components shall supersede the termination Charges outlined in Clause 10.3 above, and shall be payable by you in place of those Charges.
- 10.6 You may cancel the Service and terminate the Agreement at any time, and the Minimum Period of Service will not apply, in the following circumstances:
- 10.6.1 if we change these Terms in accordance with Clause 13;
- 10.6.2 if we significantly reduce the content of the Service you may terminate this Agreement by giving us one (1) month's notice within thirty (30) days of such change.
- 10.7 Upon termination of the Agreement:
- 10.7.1 the rights of the parties accrued up to the date of such expiry or termination shall remain unaffected;
- 10.7.2 you shall co-operate fully with eir to recover the eir Equipment;
- 10.7.3 if eir terminates the Agreement for a material breach by you, you shall be liable to pay to eir the balance of the Charges;
- 10.7.4 eir shall have an automatic right to the Charges for the Service up to and including the date of termination.

11. LIMITATION OF LIABILITY

eir's liability to you under the Agreement for the provision of the Service or any Additional Services will be in accordance with Clause 10 of the General Terms.

12. NOTICES

All notices given under this Agreement shall be given in accordance with Clause 11.2 of the Broadband Terms.

13. ASSIGNMENT

13.1 The Agreement is personal to you. You may not assign this Agreement without the prior written consent of eir. eir may assign, novate or create security over this Agreement to any eir group company or to any third party without your consent.

13.2 eir may subcontract the performance of any of its obligations under the Agreement, but without relieving eir from any of its obligations to you. You agree and understand that eir may need to interact directly with a subcontractor for the delivery of the Service.

14. VARIATION

eir retains the right to amend, modify or substitute these Terms at any time and we will notify you in writing thirty (30) days in advance of making any material changes to these Terms. Any such modification, amendment or substitution shall also be posted on our website at [www.eir.ie/eir Vision](http://www.eir.ie/eir_Vision). You have the right to withdraw from this Agreement without penalty if you do not accept the modification, amendment or substitution. If you do not object to the modification, amendment or substitution by giving notice to us within thirty (30) days, the new Terms shall then become applicable to you.

15. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with the laws of Ireland and the Courts of Ireland will have non-exclusive jurisdiction.

16. ENTIRE AGREEMENT

The Agreement supersedes all prior oral or written agreements or understanding between the parties and constitutes the entire agreement with respect to the subject matter.

eir Vision Terms and Conditions for Additional Services

The terms and conditions for Additional Services (the “Additional Services Terms”) are in addition and subject to the terms and conditions for the Services as set out above (the “**eir Vision Terms**”). Any terms used and not herein defined have the same meaning as given to them in the eir Vision Terms. In the event of a conflict between the, Terms, the eir Vision Terms and these Additional Services Terms, these Additional Services Terms shall take precedence.

eir Vision EXPERIENCE (EXTENDED PACK)

For an additional Charge you can subscribe to the eir Vision Experience (Extended Pack) which allows you to receive and watch additional Channels (“Extended Pack Channels”) at your Home. The eir Vision Experience (Extended Pack) Channels are set out at www.eir.ie/tv/channels. To avail of the eir Vision Experience (Extended Pack) you must have the Service. The Service must remain in force in order for you to receive the eir Vision Experience (Extended Pack). If the Service is terminated for any reason in accordance with the eir Vision Terms then the eir Vision Experience (Extended Pack) will be automatically terminated at the same time.

1. The Charges for the eir Vision Experience (Extended Pack) is set out in the Price List and will be collected in accordance with the eir Vision Terms. We can change the Charges for the eir Vision Experience (Extended Pack) in accordance with the eir Vision Terms.
2. The Minimum Period of Service for the eir Vision Experience (Extended Pack) is one (1) month from the Operational Service Date for the eir Vision Experience (Extended Pack). The Operational Service Date for the eir Vision Experience (Extended Pack) is the date the eir Vision Experience (Extended Pack) is activated by eir in order for you to receive the eir Vision Experience (Extended Pack).
3. The eir Vision Experience (Extended Pack) can only be viewed at your Home.
4. You acknowledge and accept that the Channels in the eir Vision Experience (Extended Pack) can be changed or varied from time to time by eir.
5. You may cancel / terminate your subscription to the eir Vision Experience (Extended Pack) by giving eir one (1) month’s notice in writing.

6. Where you cancel or terminate your subscription to the eir Vision Experience (Extended Pack) you will no longer be able to access any recordings of programmes from the Channels on the Extended Pack.

MULTIROOM SERVICE

1. For an additional Charge the Multiroom Service allows you to receive and watch the Service on up to a maximum of two (2) additional non-PVR Set Top Boxes in additional rooms at your Home.
2. To avail of the Multiroom Service you must have the Service. The Service must remain in force in order for you to receive the Multiroom Service. If the Service is terminated for any reason then the Multiroom Service will be automatically terminated at the same time. In the event you terminate the Service during the Minimum Period of Service for the Multiroom Service an early cease charge will apply for the termination of the Multiroom Service.
3. The Charges for the Multiroom Service is set out in the Price List and will be collected in accordance with the eir Vision Terms. We can change the Charges for the Multiroom Service in accordance with the eir Vision Terms.
4. The Minimum Period of Service for the Multiroom Service is eighteen (18) months from the Operational Service Date for the Multiroom Service. The Operational Service Date for the Multiroom Service is the date the additional eir Equipment is activated in order for you to receive the Multiroom Service.
5. The Multiroom Service can only be viewed at your Home.
6. The Channels in the Multiroom Service cannot be different to the Channels in the Service which you subscribe to.
7. You may cancel / terminate the Multiroom Service outside the Minimum Period of Service for the Multiroom Service by giving eir one (1) month's notice in writing. In the event you cancel / terminate the Multiroom Service during the Minimum Period of Service an early cease Charge of one hundred euros (€100) will apply. In accordance with Clause 7.6. of the eir Vision Terms in the event you do not return the non-PVR Set Top Box(es) we reserve the right to charge you an unrecoverable equipment charge of one hundred euros (€100) or as otherwise provided in the Price List.

HD CHANNEL PACK

1. For an additional Charge the HD Channel Pack allows you to receive and watch HD channels (“HD Channels”) at your Home. The HD Channel Pack is set out at www.eir.ie/tv/channels.
2. The provision of the HD Channel Pack by eir to you is subject to availability and eligibility as it may not be available in all areas.
3. In order to view the HD Channel Pack the Customer must have a HD compatible TV.
4. To avail of the HD Channel Pack you must have the Service. The Service must remain in force in order for you to receive the HD Channel Pack. If the Service is terminated for any reason then the HD Channel Pack will be automatically terminated at the same time.
5. The Charges for the HD Channel Pack is set out in the Price List and will be collected in accordance with the eir Vision Terms. We can change the Charges for the HD Channel Pack in accordance with the eir Vision Terms.
6. The Minimum Period of Service for the HD Channel Pack is one (1) month from the Operational Service Date for the HD Channel Pack. The Operational Service Date for the HD Channel Pack is the date the HD Channels are activated by eir in order for you to receive the HD Channel Pack.
7. The HD Channels can only be viewed at your Home.
8. You may cancel / terminate the HD Channel Pack by giving eir one (1) month’s notice in writing.
9. RTÉ TWO HD (together with any other Channels provided in HD format by RTÉ) is not subject to the payment of a Charge.
10. You acknowledge and accept that the HD Channels your HD Channel Pack can be changed or varied from time to time by eir.
11. Where you subscribe to the eir Vision Experience (Extended Pack), in addition to your HD Channel Pack you will receive where available additional HD versions of the Channels in the Extended Pack (the “Extended HD Channel Pack”). In the event you cancel or terminate your subscription to the eir Vision Experience (Extended Pack), the HD Channel Pack and or to the Service, you will no longer be able to access the Extended HD Channel Pack.

12. Eligibility criteria to receive HD channels via your eir Vision service are dependent on line speed and STBs in the home.

EIR VISION BOX

| Line Speed | Profile Code | Eligible for HD |
|------------|--------------|-----------------|
| <40 | <28 | SD |
| 40 | 28 | HD |
| 45 | 34 | HD |
| 45 <> 50 | 40 | HD |
| >50 | >43 | HD |
| >50 | >43 | HD |

EIR VISION BOX + 1 MULTIROOM BOX

| Line Speed | Profile Code | EIR VISION: Eligible for HD | 1 MULTIROOM: Eligible for HD |
|------------|--------------|--------------------------------|---------------------------------|
| <40 | < 28 | SD | SD |
| 40 | 28 | HD | SD |
| 45 | 34 | HD | HD |
| 45 <> 50 | 40 | HD | HD |
| >50 | >43 | HD | HD |

EIR VISION BOX + 2 MULTIROOM BOXES

| Line Speed | Profile Code | EIR VISION: Eligible for HD | 1 MULTIROOM: Eligible for HD | 2 nd MULTIROOM BOX: Eligible for HD |
|------------|--------------|--------------------------------|---------------------------------|---|
| <40 | < 28 | SD | SD | SD |
| 40 | 28 | SD | SD | SD |
| 45 | 34 | HD | SD | SD |
| 45 <> 50 | 40 | HD | HD | SD |
| >50 | >43 | HD | HD | HD |

PREMIUM CHANNEL PACKS

1. For an additional Charge a Premium Channel Pack allows you to receive and watch premium Channels comprising of either sports and / or movie Channels at your Home (the "Premium Channels"). The Premium Channels are not available individually and are included in various Premium Channel Packs at www.eir.ie/tv/channels.
2. To subscribe and receive a Premium Channel Pack you must have the Service. The Service must remain in force in order for you to receive the Premium Channel Pack. If the Service is terminated for any reason then the Premium Channels you have subscribed to will be automatically terminated at the same time.
3. The Charges for each Premium Channel Pack are set out in the Price List and will be collected in accordance with the eir Vision Terms. eir can change the Charges for each Premium Channel Pack in accordance with the eir Vision Terms.
4. The Minimum Period of Service for a Premium Channel Pack is one (1) month from the Operational Service Date for the Premium Channel Pack. The Operational Service Date for a Premium Channel Pack is the date the Premium Channels in the Premium Channel Pack are activated by eir in order for you to receive the Premium Channel Pack.
5. The Premium Channels can only be viewed at your Home for private, domestic, residential and non-commercial use only.
6. Further to Clause 3.5 of the eir Vision Terms you cannot directly or indirectly charge viewers a fee for viewing the Premium Channels at your Home. The Premium Channels cannot be sold or resold for money, for personal gain or for profit and must not be accessible, even if no charge is made to the general public, or in a communal viewing area, public area or in a public or commercial premises. In the event you are found to be breach of this Clause eir reserves the right without notice to immediately disable, alter, suspend or terminate the provision of the Service, the Premium Channel Pack, and any other services which you may have with eir as part of the Bundle to you. Furthermore eir reserves the right to bring civil action against you where you are in breach of this Clause.
7. Some programme providers of the Premium Channels and Premium Channel Packs require a unique identifier to be displayed on their Premium Channels. Should a programme provider of the Premium Channels suspect that a Premium Channel or their Premium Channels or the programmes on their Premium Channels are being used illegally they may provide this identifier to eir in order for us to identify whether or not you are using the programme and the Premium Channel in accordance with these terms and the eir Vision Terms. You consent to eir processing the unique identifier in this way and we will hold and process such

information in accordance with Clause 11 (Data Protection) of the General Terms. Furthermore you consent to eir sharing your personal data with programme providers of the Premium Channels where it is suspected by eir and the programme provider that (1) you are using the Premium Channels or the programmes on their Premium Channels illegally or (2) where you are in breach of these Premium Channel terms.

8. Where we or our agents (including Premium Channel programme providers) have identified that you have shown the Premium Channels in a public or commercial premises in breach of Clause 8 of these terms we shall be entitled at our sole option to immediately take appropriate rectifying action which shall include but shall not be limited to:
 - (a) obtaining a written self-declaration from you that you won't use the Service or the Premium Channels in a commercial or public premises; and/or
 - (b) ceasing to supply the Premium Channels to you and terminating the Service to you.
9. Following the identification by us that you have used the Premium Channels commercially, and in addition to the rectifying actions set out in Clause 8, we shall be entitled to remove the relevant eir Equipment being used in the unauthorised commercial or public premises.
10. You acknowledge and accept that it is illegal to copy, distribute copies, show in public, download, stream, reproduce or rebroadcast any eir Vision programmes or the Premium Channels as provided to you as part of the Premium Channel Pack without the consent of the copyright owner. For the avoidance of doubt you cannot view, record or distribute the Premium Channels on any mobile devices including but not limited to PCs, laptops, games consoles, tablets and mobile phones.
11. You agree to indemnify and hold harmless eir, its officers, Affiliates, employees, agents and their sub-contractors against any liability arising from any or all claims by any third party arising out of the use of the Premium Channel Pack including actual or claimed copyright infringement or breach of Intellectual Property Rights committed by you or any other person.
12. Subject to Clause 11 of these terms you are permitted to record up to a maximum of 500 hours of programming from some of the Premium Channels (as notified to you by eir from time to time) onto your PVR Set Top Box for your own personal use at your Home. Where you cancel or terminate a Premium Channel Pack you will no longer be able to access recordings of the Premium Channels on your PVR Set Top Box notwithstanding that they

were made prior to the cessation of your entitlement to view that Premium Channel.

13. You acknowledge and accept that the Premium Channels in your Premium Channel Pack and the Premium Channel Packs can be changed or varied from time to time by eir.
14. eir will provide you with ten (10) Business Days notice in the event we propose to discontinue, at our sole discretion, the distribution of any or all of the Premium Channels or Premium Channel Packs and as a result thereof would discontinue to supply that Premium Channel or all of the Premium Channels.
15. The selection, scheduling, substitution and withdrawal of any programmes or part thereof contained on the Premium Channels shall at all times remain with the sole and absolute discretion of the owner and operator and provider of the Premium Channels. eir shall not be liable to you for any such changes to the Premium Channels.
16. You may cancel / terminate each Premium Channel Pack you subscribe to by giving eir one (1) month's notice in writing.

eir Vision Go App - Terms & Conditions**1. DEFINITIONS**

Terms not herein defined shall have the meaning given to them in the eir Vision Terms.

Additional Device: a Device (which is in addition to the two registered Devices) which has been registered to do so by you in accordance with the instructions and restrictions set out on the Website and updated from time to time;

Additional Device Payment: a payment that you may be required to pay in order to use an Additional Device to receive the Service;

Additional Users: a user of the Service who has been registered to do so by you in accordance with the instructions and restrictions set out on the Website;

Applicable Data Protection Law:

- (a) the Irish Data Protection Acts 1988 and 2003;
- (b) the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011;
- (c) the EU Data Protection Directive 95/46/EC;
- (d) the EU ePrivacy Directive 2002/58/EC (as amended) (the “**ePrivacy Directive**”);
- (e) the General Data Protection Regulation (Regulation (EU) 2016/679 (the “**GDPR**”); and
- (f) any successor or replacement to the laws set out above (including, when they come into force, and the successor to the ePrivacy Directive).

Content: the selection of live TV channels that is available via the Service, as described on the Website;

Device: the device e.g. smart phone / tablet / computer or devices that have been registered to use the Service in accordance with the instructions and restrictions set out in the Website;

EEA Member State: a member state of the European Union or a member state of the European Free Trade Association (excluding Switzerland) other than the Republic of Ireland;

eir Vision Go App: the app which allows you to use the Service on your Device;

eir Vision Terms: the eir Vision general terms and conditions, as set out in <https://www.eir.ie/termsandconditions>;

Home: the residential address in the Republic of Ireland that you have registered with eir;

IP Address: a unique string of numbers separated by full stops that identifies each computer using the Internet Protocol to communicate over a network;

Member State of Residence: where your actual and stable residence is in the Republic of Ireland.

Mobile Network: a mobile telecommunication network operated by eir Mobile or a third party with a 3G / 4G data connection established;

Portability Regulation: Regulation (EU) 2017/1128 of the European Parliament and of the Council of 14th June 2017 on cross-border portability of online content services in the internal market;

Service: the Streaming video service as described on the Website and in these terms which turns your Device into a TV so that you can watch Content in your Home or outside of your Home;

Streaming: the images and sounds which are delivered live to your Device to view when you press play, rather than being downloaded to your Device to view at a later time;

Temporarily Present: means for a limited period of time such as holidays, business trips or limited student stays;

Territory: the Republic of Ireland and while Temporarily Present in an EEA Member State;

Website: the website [www.eir.ie/tv] or any other website address which we notify to you regarding the Service and which may be updated from time to time;

Web Client: the eir Vision Go App used with an eligible Internet browser on your Smartphone/PC/Laptop/tablet.

2. GENERAL

The Service is provided by, and these terms are with eircom Limited, registered as a Branch in Ireland Number 907674, Incorporated in Jersey Number 116389 and its Branch address is 1 Heuston South Quarter, St. John's Road, Dublin 8, Ireland. ("we" / "us" / "eir Vision"). References in these terms and conditions to "we" or "us" shall be read as references to eir Vision. These terms are in addition to the eir Vision Terms, In the event of any conflict with the eir Vision Terms, these terms shall prevail.

3. THE SERVICE

3.1 The Service is available in the Territory and allows you (and any Additional Users) to watch the Content on your Device(s).

3.2 The Portability Regulation entitles you as a subscriber to the Service to access the Service when you are Temporarily Present in an EEA Member State within the meaning of the Portability Regulation and in accordance with these terms and conditions.

3.3 Accessing the Service in an EEA Member State will not incur any additional charges however roaming fair use limits and surcharges will apply, similar to other roaming data use.

- 3.4 The Service is variable and therefore may change from time to time.
- 3.5 To access and use the Service you must:
- 3.5.1 be an eir Vision customer (or registered by an eir Vision customer if you are an Additional User).
 - 3.5.2 be 18 years old or over.
 - 3.5.3 confirm that your Member State of Residence is the Republic of Ireland.
 - 3.5.4 consent to eir viewing your IP Address in order to establish that your location is within the Territory or more specifically in your Home or out of your Home.
 - 3.5.5 accept these terms.
 - 3.5.6 have a “My eir” account, please visit my.eir.ie if you do not have such an account.
 - 3.5.7 ensure that your Device meets the minimum hardware, systems and software requirements, as set out on the Website and updated by us from time to time.
 - 3.5.8 download the eir Vision Go App onto your Device and only access and use the Service via your Device in the Territory. The eir Vision Go App is suitable and compatible with Android and IOS (Apple) operating systems as set out on the Website and updated by us from time to time.
 - 3.5.9 register your Device for the Service. You are able to view Content on two (2) registered Devices. Your Device will automatically be registered after the first log in to the eir Vision Go App. You can change a Device you have registered once per calendar month. To change a registered Device you must use the eir Vision Go App or the Web Client.
 - 3.5.10 ensure that outside of your Home you have access to a suitable Mobile Network connection, as applicable and as set out on the Website.
 - 3.5.11 follow our reasonable instructions and requirements in relation to how you use the Service, as set out in these terms and on the Website, and regularly check the Website for updates to such instructions and requirements.
- 3.6 You and any Additional User must not access or use the Service for any improper or unlawful purpose and you will not allow anyone else to do the same.
- 3.7 The Service and the Content made available as part of the Service are provided for your non-commercial use in the Territory.

- 3.8 eir has the right to perform checks to verify that your Member State of Residence is the Republic of Ireland, in accordance with the Portability Regulation and Applicable Data Protection Law. If eir has reasonable doubts concerning a subscriber's Member State of Residence it shall be entitled to repeat the verification by the means permitted under the Portability Regulation. In the event that you are found to be in breach of this clause eir reserves the right to terminate the provision of the Service with immediate effect.
- 3.9 Content rights allow you to stream the same channel simultaneously on up to two (2) Devices only. All of the Content is available to view in your Home however due to third party content and licence restrictions not all Content is available to view outside of your Home. We may be required to block out specific programming from time to time, e.g. if a third party channel provider does not have the legal right to broadcast the programme over (i) the internet or (ii) outside of your Home.
- 3.10 You must not copy, reproduce, republish, post, broadcast, transmit or make the Content available to the public or authorise or assist anyone else to do so.
- 3.11 As it is our policy to continually improve the Service, we reserve the right to alter the presentation of and/or the facilities available on the Service from time to time.
- 3.12 The Service is provided to you at your Home using your eircom broadband internet connection or outside of your Home via a Mobile Network connection. If the Service is suspended, interrupted or not available to you due to Mobile Network and/or broadband internet connection interruptions, we will not be responsible (unless you have separate rights against us for the provision of a Mobile Network and/or broadband internet connections).
- 3.13 You will be responsible for (i) any costs charged by us whereby you exceed the download limit of your eircom broadband internet connection in relation to your use of the Service or (ii) any costs charged by your Mobile Network service provider in relation to the provision of the Mobile Network coverage necessary to use the Service.
- 3.14 We may decide in the future to allow you and your Additional Users to watch the Content on Additional Devices subject to the payment by you of an Additional Device Payment.

4. CANCELLATION, SUSPENSION OR RESTRICTION OF THE SERVICE

- 4.1 We may cancel the Service at any time upon giving you 30 days' notice to you.
- 4.2 In the event you terminate your eir Vision service you will no longer be able to use the Service.

4.3 We may immediately suspend or restrict your (or if applicable any of your Additional User's) use of all or any part of the Service:

4.3.1 where reasonably necessary for technical or operational reasons;

4.3.2 if you or any of your Additional Users breach any of these terms;

4.3.3 if we consider that you (or if applicable any of your Additional Users) have committed or may be committing any fraudulent activity against us or against any other person or organisation through your or their use of the Service;

4.3.4 if you or any Additional User acts in a way towards our staff or agents which we reasonably consider to be inappropriate.

5. LIABILITY

5.1. Nothing in these terms limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter that we cannot exclude or limit as a matter of law.

5.2 You will be responsible for the actions and omissions of any Additional Users (if applicable).

5.3 We will not be liable under these terms for:

5.3.1 any use of the Service that we do not authorise.

5.3.2 the act of ending, suspending or restricting the Service in accordance with clause 4.

5.3.3 any delay or failure by us to provide the Service (or any part of it) caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, civil disorder, terrorist activity, war and government action.

5.3.4 any loss or damage caused by us or any of our respective officers, employers or agents in circumstances where:

a) there is no breach of a contractual obligation or legal duty of care owed to you by us or by any of our employees or agents; or

b) such loss or damage is not a reasonably foreseeable result of any such breach.

5.3.5 any loss or damage caused by us or any of our respective employees or agents to the extent that such loss or damage results from your negligence, your failure to follow our reasonable instructions or any other breach by you of these terms.

- 5.3.6 any loss or damage caused by any:
- a) errors, viruses or bugs present in or arising from your use of the Service that are not directly caused by or attributable to us; or
 - b) incompatibility of the Service with any other software, hardware or material on your Device.
- 5.4 The limitations in clause 5.3 do not affect your legal rights. If you require any advice on your legal rights, you can refer to www.consumerconnect.ie

6. COPYRIGHT, TRADEMARK AND INTELLECTUAL PROPERTY

- 6.1 All copyright, trade-marks and all other intellectual property rights in all material or Content supplied as part of the Service will remain ours or, where applicable, our third party content partners. We hereby grant you a licence to use such rights for your personal use of the Service only, in accordance with these terms.
- 6.2 You must not do or authorise any of the following:
- 6.2.1 copy (except as permitted under the Copyright and Related Rights Act 2000, as amended from time to time), publish, rent, reproduce, transmit, frame, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit the relevant software or any Content you stream from the Service;
 - 6.2.2 sell or make any charge for watching or using any part of the Service; or
 - 6.2.3 show any part of the Service in public to an audience, even if no charge is made.
- 6.3 We may prevent the copying of any part of the Service.

7. INFORMATION ABOUT THE SOFTWARE AND YOUR DEVICE

If you are required to download software in order to access or use part of the Service, it may send information about itself and your Device (including in relation to usage) to us. The type of information we may collect about the software and your Device under this clause 7 is explained at <https://www.eir.ie/privacystatement/>. By using the relevant software, you are indicating your consent to the transmission of this information.

8. NOTICES

- 8.1 If we give you any notice that is required under these terms, we shall give it to you in writing or by electronic communication (including via email, via the Website or via a notification within the Service). If we send you any notice with any other electronic communication, such as with a service message, the notice will be in a separate section of the relevant communication and will be clearly marked. The notification will be deemed to have been delivered on the day the electronic communication is sent provided we have not received a failed delivery notice (in which case we will send a notice via the Website).
- 8.2 We will send notices to you using the contact details you have given us (including to your primary email address).
- 8.3 You must provide us with accurate, true and correct contact details (including a valid email address) and you must keep this information up to date.

9. GENERAL

- 9.1 We can transfer our rights and obligations under these terms to any company, firm or person. You may not transfer your right or obligations under these terms to anyone else.
- 9.2 These terms are personal to you and no third party is entitled to benefit under these terms except pursuant to clause 9.1 above.
- 9.3 All or any part of any term of these terms that is found to be unfair or unenforceable will be treated as deleted and the remainder of these terms will continue to govern each of our respective obligations going forward.
- 9.4 These terms are governed by Irish law. Any disputes can be dealt with in accordance with the eir Vision Terms.