

Terms and Conditions for Telephone Service

1. The Customer, offers to hire from eircom Limited, Registered as a Branch in Ireland Number 907674, Incorporated in Jersey Number 116389 (hereafter referred to as “eir”) the telecommunications line and equipment described overleaf subject to these terms and conditions; the provisions of the eir General Terms and Conditions in force, as amended from time to time and any legislation applicable thereto (together “the Agreement”), which may be inspected at eir, 1 Heuston South Quarter, St John’s Road, Dublin 08 A9RT, Ireland; by visiting www.eir.ie/pricing; or contacting the eir Customer Information Services on FreeFone 1800 203105. Terms not defined herein shall have the meaning given to them in the eir General Term and Conditions.
2. Use by the Customer or by another person (whether or not such a person is acting with the authority of the Customer) of any telephone service (the “Service”) provided by eir, shall be deemed to constitute an acceptance of this Agreement. This Agreement shall be deemed to commence on the date the Service has been first provided and the Service will continue unless and until terminated pursuant to this Agreement.
3. The Customer can access the emergency services free of charge by dialling “999” or “112”. When the Customer dials the emergency numbers, eir will forward the installation address details of the calling number to the emergency services. Where the Customers is using a DECT Phone (Digital Cordless Telephone), which requires an electric power supply, the Customer may be unable to make calls, in the event of a power interruption or outage.
4. The Customer agrees (without prejudice to the Customer’s right to terminate the Agreement in accordance with Clause 5 below) to pay on demand:
 - a) such Charges as may be fixed from time to time by eir and displayed on the eir Price List in respect of calls made by means of the telecommunications line;
 - b) such Charges as may be fixed from time to time by eir in respect of facilities and other services obtained by means of the said telecommunications line; and
 - c) in advance, such telecommunications line and equipment rental charges as may be fixed from time to time by eir and displayed on the eir Price List.

- 5. Termination:**
- 5.1** The Agreement, subject to Clause 7.10.3 of the eir General Terms and Conditions and Clauses 5.2 and 6 below may be terminated by either party giving to the other one month's prior notice in writing requesting termination of the Agreement. If the Agreement is terminated, eir will refund any monies owed to the Customer; after first deducting any monies the Customer owes to eir under this Agreement or any other agreement which eir has with the Customer. If no monies are due to the Customer, eir reserves the right to seek any monies due by the Customer to eir as a debt due to eir.
- 5.2** A minimum contract term of twelve months from the completion of your order applies to the Service subject to a minimum term contract will be liable for, and agree to pay to eir, a termination charge if the Agreement is terminated during the relevant minimum period. The maximum applicable termination charge is the Residential PSTN rental due for the unexpired portion of the minimum term. The Customer can obtain further information on the Residential PSTN service minimum term contract at www.eir.ie/phone/faqs or by contacting FreeFone 1901.
- 6.** In the event of changes notified by eir to the Agreement, you may terminate this Agreement, without charge, by serving notice in writing prior to the date of implementation of such changes. You will be deemed to have accepted any implemented changes, by continuing to use the Service. Full details of all eir's current charges can be obtained on the eir Price List by visiting www.eir.ie/pricing or by contacting FreeFone 1901 (Residential Customers) or FreeFone 1800 601 701 (Business Customers).
- 7.** The Customer agrees that any notice which may be given by eir under this Agreement shall be deemed duly given or tendered to the Customer if sent by ordinary post, to the Customer's usual or last known place of address.
- 8.** Unless otherwise agreed or eir otherwise decides, all monies due to eir by the Customer become payable as soon as an account or demand thereof is issued to the Customer. Unless otherwise agreed or eir otherwise decides, payment shall be due within fourteen days of the date of the issue of the account, unless otherwise stipulated within the Customer's direct debit agreement terms. The Customer can view their phone bill, the methods of payment and make a payment by Laser/Visa Debit Card or set up a Direct Debit by visiting www.eir.ie. For Bill enquiries, residential Customer can contact eir on FreeFone 1901 and business Customers can contact eir on FreeFone 1800 601 701.

- 9.** Where after an account in respect of any telecommunications service has been issued to the Customer is not paid in full within fourteen (14) days; eir may, by notice (in so far as is practicable) to the Customer suspend all or part or any of the Service provided to the Customer and in the case of any such suspension, may, in respect of restoration of such Service, require security or advance payment and may make the appropriate charges provided for in the eir Price List. In the event that the Customer disputes an account based on reasonable grounds, eir will use its reasonable endeavours to resolve the matter with the Customer in advance of exercising its right to suspend or end the Service or the Agreement for non-payment.
- 10.** In the event of any period of restriction or temporary suspension of the Service for non-payment by the Customer of any monies due to eir under this Agreement or any other agreement the Customer has for the provision of services by eir, the Customer shall continue to pay the telecommunications line and equipment rental charges during such period and eir reserves the right to set off such monies due to eir from any monies due by eir to the Customer (if any) or to recover payment as a debt due by the Customer to eir.
- 11.** Where after an account in respect of the Service has been issued to the Customer is not paid in full within twenty one (21) days; eir may terminate at any time thereafter the Agreement and any or all agreements with the Customer, by notice (in so far as is practicable) to that effect as and from the date of such notice and may there upon cease to provide telecommunications services to the Customer. eir shall also be entitled to recover from the Customer forthwith all telecommunications lines, fixtures and accessories together with the balance of any sum of money, fee, charge, subscription, expense or damages due in accordance with the terms of such agreements.
- 12.** eir will provide the Service by the date agreed with the Customer. Where a site survey is required, eir will agree the date following a survey of the premises. Provision of the Service is at all times subject to availability of appropriate facilities and eir reserves the right to decide on the method by which Service will be provided. The Customer can obtain further information on the Service and public switched telephone network (“PSTN”) service and eir’s Customer Service Guarantee on www.eir.ie or FreeFone 1901 (Residential Customers) or FreeFone 1800 601 701 (Business Customers). Under the terms and conditions of eir’s Customer Service Guarantee, in the event that eir fails to connect the Service within ten (10) working days of agreeing to do so, the Customer may claim a credit of two (2) months free

rental charge, subject to the exclusions as set out in the Customer Service Guarantee. The appropriate credit will be applied to the Customer's next telephone bill.

- 13.** The Customer must report a fault with the service by contacting FreeFone 1901 or by logging the fault on line on www.eir.ie. If the Customer reports a fault in the Service, eir will use its reasonable endeavours to respond in accordance with the level of repair service which applies to that particular product as set out below:-

- a) eir provides a Customer Service Guarantee for PSTN fault repair, details of which are available at www.eir.ie or by contacting FreeFone 1901 (Residential Customers) or FreeFone 1800 601 701 (Business Customers). Under the terms and conditions of eir's Customer Service Guarantee, eir will use reasonable endeavours to rectify, to the extent that it is reasonably possible, faults in the eir network within two (2) working days. Should eir fail to achieve this, the Customer can claim credit of two (2) months line rental, subject to the exclusions as set out in the Customer Service Guarantee. The appropriate credit will be applied to the Customer's next telephone bill. If the Customer reports a fault on the eir line and on visiting the Customer's premises, the eir engineer identifies that there is no fault with the eir access line or equipment, and the fault is the result of the Customer's or third party equipment, eir reserves the right to charge the Customer for the call out. Full details of all eir's current Charges can be obtained by visiting www.eir.ie/pricing.
- b) Details of the service delivery timelines and the fault repair processes for eir integrated services digital network ("ISDN") service are outlined in the ISDN Terms & Conditions which can be obtained by visiting www.eir.ie/ISDN or by contacting FreeFone 1800 601 701.

- 14.** eir configures its network in such a manner to minimise the risk of filling or overfilling a network link. In the unlikely event that a network link may become overfilled, eir will take appropriate technical measures to manage certain traffic flows. eir will take all reasonably appropriate measures to ensure that impacts on customers' service quality are minimised.

- 15.** In response to any incident or external threat to the network, eir may intervene by means of filtering, blocking or rate limiting certain traffic flows to control the operation of the network which may result in a degradation of service quality.

16. eir will try to resolve any dispute with the Customer as quickly as possible. All complaints received by letter, fax or e-mail will be acknowledged within two working days of receipt. The Customer will be provided with a unique reference number and advised of the expected investigation and resolution timelines. Details of our complaint handling procedures and how to log a complaint are set out in eir's Customer Care Code of Practice for Complaint Handling, which can be viewed by visiting www.eir.ie/codeofpractice. The Customer can log a complaint by contacting FreeFone 1901 (Residential customers) or FreeFone 1800 601 701 (Business customers) or by sending a fax to our Customer Care Centre at 1800 200 480. In the event the parties cannot agree the Customer may refer the dispute to any recognised dispute resolution service in accordance with the Customer Care Code of Practice for Complaint Handling.

17. Data Protection:

17.1 This clause is in addition to clause 11 (Data Protection) of the eir General Terms and Conditions.

17.2 During your application for the Service:

- a) eir offers a calling line identification service that will allow your phone number to be seen automatically by the person you are calling. To see your number, the person you are calling must be signed up to the Caller Display and have the appropriate equipment. If you choose that you want calling line identification it means your phone number will be seen by the person you are calling. If you choose that you do not want your number to be seen automatically by the person you are calling it means that your phone number will not be displayed on the Caller Display.
- b) eir offers a Remember Me feature that we can add to your eir account. This means that when you need to contact eir in the future, you will not have to provide your telephone or account details to the FreeFone 1901 speech system, each time you call from this telephone line, as you will be automatically remembered. You should be aware that anyone who calls eir from this telephone line would have access to your account. If you choose that you do not wish your details to be remembered then the Remember Me feature won't be added to your account.

If you change your mind later, please contact us at 1901 and one of our customer service representatives can change your preferences as required.

18. Terms and Conditions (where applicable):

eir General Terms & Conditions: www.eir.ie/eir_General_Terms_and_Conditions.pdf