



**eir TV App -
Terms & Conditions for use on
Devices
(for eir sport subscription customers)**

1. DEFINITIONS

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

Additional User: another individual user of the Service using one of your registered Devices;

Applicable Data Protection Law:

- (a) the Irish Data Protection Acts 1988 to 2018;
- (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 sport and other TV channels (including the eir sport channels) that is available via the Service, as described on the Website;

Device: the device e.g. smart phone / tablet / computer or device(s) that have been registered by you to use the Service in accordance with the instructions and restrictions set out in the Website and these eir TV App Terms;

eir: eircom Limited with a business address at 2022 Bianconi Avenue, Citywest Business Campus, Dublin 24, D24 HX03. ;

eir Sport Customer: the types of eir sport subscription customer set out in the Website who are eligible to register a Device and use the Service as directed by eir and which may be updated by eir from time to time;





eir Group: any subsidiary or holding company of eir as the terms “subsidiary” or “holding company” are defined in the Companies Act 2014;

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

eir Sport Terms: the eir Sport general terms and conditions, as set out at www.eir.ie/termsandconditions;

eir TV App Terms: these terms and conditions for add-on of eir TV app including eir sport pack;

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

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 service as described on the Website and in these eir TV App Terms which turns your Device into a TV so that you can watch Content in your Home or outside of your Home in the Territory;

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.eirsport.ie/app 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 TV App used with an eligible Internet browser on your Smartphone/PC/Laptop/tablet.

2. GENERAL

- 2.1 The Service is provided by eir, and these eir TV App Terms are with eir. References in these eir TV App Terms to "we" or "us" shall be read as references to eir. These eir TV App Terms are in addition to the eir Sport Terms. In the event of any conflict between the eir Sport Terms and the eir TV App Terms, the eir TV App Terms





shall prevail.

- 2.2 By accessing, downloading and or using the eir TV App, you acknowledge and agree to the disclaimers, the eir TV App Terms and the eir Sport Terms.
- 2.3 We reserve the right, in our sole discretion, to change, modify, delete, add or remove portions of these eir TV App Terms at any time.
- 2.4 Any new features, including the release of new releases, versions, services, content, updates, tools or resources, shall be subject to the then current eir TV App Terms.
- 2.5 From time to time we may post changes to these eir TV App Terms and you should check these eir TV App Terms periodically for changes as by using the eir TV App you are agreeing to accept those changes, whether or not you have reviewed them.

3. THE SERVICE

- 3.1 The Service is available in the Territory and allows you to watch the Content on your Device(s) in the Territory.
- 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 Data used while accessing the Service may decrement from your mobile or broadband plan data allowance. You should check with your network provider for data related costs and monthly data limitations.
- 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 accept these eir TV App Terms.
 - 3.5.2 be an eir sport Customer on SKY TV with a valid Sky viewing card (Sky viewing card number and mobile or landline number which was originally registered to your eir sport account are required to access the eir TV App)
 - 3.5.3 have a registered Device.





- 3.5.4 ensure that your Device meets the minimum hardware, systems and software requirements, as set out on the Website and updated by eir from time to time.
- 3.5.5 download the eir TV App onto the Device and only access and use the Service via the Device in the Territory. The eir TV App is suitable and compatible with operating systems as set out on the Website and updated by us from time to time.
- 3.5.6 ensure that outside of your Home you have access to a suitable network connection.
- 3.5.7 follow our reasonable instructions and requirements in relation to how you use the Service, as set out in these eir TV App Terms and on the Website, and regularly check the Website for updates to such instructions and requirements.
- 3.6 eir grants you a personal, limited, non-exclusive, revocable licence to make personal non-commercial use of the eir TV App (including a right to download the eir TV App on to a Device) in order for you to access and use the Service.
- 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 domestic, private and non-commercial use in the Territory. Your Device and 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 premise even if no charge is made to the general public. In the event you are found to be breach of this clause we reserve the right to disable, alter, suspend or terminate the provision of the Service with immediate effect.
- 3.8 You cannot use the Service outside of the Territory. You agree not to attempt to access, and or / not to attempt to circumvent any geo-blocking measure to access the Service outside of the Territory.
- 3.9 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. We furthermore reserve the right to withdraw or remove channels / content from the Service at any time without prior notice.
- 3.12 The Service is provided to you at your Home using your broadband internet connection or outside of your Home via a mobile or a WiFi connection. If the Service is suspended, interrupted or not available to you due to interruptions, we will not be responsible.
- 3.13 In relation to your use of the Service, you will be responsible for any costs charged by your service provider in relation to the provision of the mobile network coverage necessary to use the Service. You should check with your service provider for data related costs and monthly data limitations.
- 3.15 You can register two (2) Devices in the Territory. You have the right to use the Service simultaneously on up to two (2) Devices. The functionality to permit eir Sport Customers to remove Devices and add new Devices is not currently available but eir will endeavour to deliver this functionality in the near future.
- 3.16 You do not have a right to transfer or sub-licence your rights under the eir TV App Terms.
- 3.17 You may also receive and use supplementary software code or updates for your eir TV App as may be made available by eir from time to time.
- 3.18 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.

4. CANCELLATION, SUSPENSION OR RESTRICTION OF THE SERVICE

- 4.1 We may cancel or remove the Service at any time upon giving notice to you.
- 4.2 In the event you are no longer an eir Sport Customer 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 Additional User breaches or fails to comply with any of these eir TV App Terms;
- 4.3.3 if we have reasonable grounds for suspecting that you or an Additional User have breached any of these eir TV App Terms;
- 4.3.4 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;
- 4.3.5 if you or any Additional User acts in a way towards our staff or agents which we reasonably consider to be inappropriate.
- 4.4 We will make reasonable efforts to keep the eir TV App operational and up-to-date however we shall not be liable if for any reason the Service is unavailable at any time or for any period.
- 4.5 Certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. We reserve the right at any time and from time to time to modify, update or discontinue, temporarily or permanently, functions and features of the eir TV App without notice.
- 4.6 We make no guarantee that any or all features of the eir TV App will work on any particular Device.
- 4.7 We reserve the right to withdraw, amend or remove the Content on the Service without notice to you.
- 4.8 We reserve the right to remove the eir TV App from the Google Play and Apple App store on iOS or any other app store without any prior notice to you.

5. LIABILITY

- 5.1. Nothing in these eir TV App 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 your actions and the actions and omissions of any Additional Users (if applicable). You agree to compensate us in respect of any damages suffered by us or any other losses resulting from any claim made by a third party in each





case in respect of any matter arising from your use (or any Additional User) of the Service in breach of these eir TV App Terms or from your violation of applicable law or regulation.

5.3 We will not be liable under these eir TV App Terms for:

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

5.3.2 the act of ending, cancelling, 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, employees 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 eir TV App 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.

5.3.7 any indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, including but not limited to, damages for loss of profits or contracts, income or revenue, goodwill, anticipated savings, data or other intangible losses (even if we have been advised of the possibility of such damages), arising out of, or resulting from:





- a) the use or the inability to use the eir TV App;
- b) the use of the Content or other material on the eir TV App, the Website or any website or websites linked to the eir TV App;
- c) unauthorised access to or alteration of your transmissions or data;
- d) statements or conduct of any third party on the eir TV App;
- e) any other matter relating to the eir TV App.

5.3.8 any claims brought against you by a third party except as stated in the eir TV App Terms.

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.consumerhelp.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 eir TV App Terms. You do not acquire any ownership right in any Content by accessing Content on the Service.

6.2 In addition to clause 3.6, clause 3.7 and clause 3.10 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;

6.2.3 show any part of the Service in public to an audience, even if no charge is made;

6.2.4 access all or any part of the Content in order to create or build a product or service which competes with the Service;





- 6.2.5 use the Service to provide services to third parties, obtain access for third parties to Content or assist third parties to obtain access to Content where such third party is not an Additional User;
 - 6.2.6 incorporate the Service into another service or website;
 - 6.2.7 do anything that may cause damage to the Service or to the Website.
- 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 on the Website. 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 eir TV App 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 eir TV App Terms to any company, firm or person. You may not transfer your right or obligations under these eir





TV App Terms to anyone else.

- 9.2 These eir TV App Terms are personal to you and no third party is entitled to benefit under these eir TV App Terms except pursuant to clause 9.1 above.
- 9.3 All or any part of any term of these eir TV App Terms that is found to be unfair or unenforceable will be treated as deleted and the remainder of these eir TV App Terms will continue to govern each of our respective obligations going forward.
- 9.4 These eir TV App Terms are governed by Irish law. Any disputes can be dealt with in accordance with the eir Sport Terms.

