



eir TV terms and conditions

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

eir TV Plus the basic pack of Channels offered from time to time to the Customer at www.eir.ie/tv/channels and currently advertised as "eir TV Plus ". Unless stated otherwise the eir TV Plus (Basic Pack) does not include the eir TV Extra (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 TV 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.

Catch Up TV: means the range of Content which will be available for viewing by Customers on a time-shifted on-demand basis on Set Top Box and on Devices for a limited time period.

Channels: the channels which are retransmitted by eir which may be included in the eir TV Plus (Basic Pack), eir TV Extra (Extended Pack) or which are Premium Channels or PPV Events.

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 4.

Content: the selection of live TV channels and other audio-visual content that is available via the Service, as described on the Website.

Device: the device e.g. smart phone / tablet / computer or devices (subject to a maximum of four (4)) other than the Set Top Box that have been registered to use the Service in accordance with the instructions and restrictions set out in the Website. Content rights only permit the same Channel to be simultaneously streamed on up to two (2) Devices.

eir Equipment: equipment including but not limited to the Set Top Box, 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



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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. Branch Address: 2022 Bianconi Avenue, Citywest Business Campus, Dublin 24 D24 HX03, Ireland.

eir TV Extra (Extended Pack): any additional Channels not included in the eir TV Plus (Basic Pack) or which is not a Premium Channel or PPV Event and which is listed at www.eir.ie/tv/channels and currently advertised as "eir TV Extra" and which may be changed by eir from time to time.

eir TV App the app which is made available on TVOS/ iOS / Android & supported web browsers and which enables you to use the Service on your Set Top Box and your Devices.

eir TV Terms: the eir TV 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: 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.

IAP (In App Purchase): –any content made available to purchase within the tvOS version of the eir TV App either on a once-off or recurring basis including without limitation the eir TV Extra (Extended Pack) or Premium Channels or PPV Events.

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 twelve (12) months commencing on the Operational Service Date.

Mobile Network: a mobile telecommunication network operated by eir Mobile or a third party inside or outside the Territory with a 3G / 4G data connection (or any successor or similar technology) established.

Multiroom Service: the provision of up to two additional Multiroom Service Set Top Boxes for an additional Charge.



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Operational Service Date: the date on which the Service is first made available by eir to the Customer in accordance with Clause 4.

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

Premium Channels : any premium channels, packs and services provided 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.

Privacy Policy: means eir's privacy policy set out at www.eir.ie/privacycentre.

PPV Event: means an event, programming or service that a Customer orders and which is subject to payment of a separate fee per event, programme or service.

Self-Installation: means the installation by the Customer personally, independent of eir or its agents, of the Equipment provided to the Customer by eir for the purpose of accessing the Service.

Service: the provision of the eir TV Plus (Basic Pack to the Customer).

Set Top Box: the Apple TV 4K device which delivers the Service to the Customer at their home. For the complete set of Apple TV technical specifications go to www.apple.com/apple-tv-4k/specs

Start Over: means the functionality whereby a Customer may restart the Content that is in progress at any time during such Content's linear broadcast. Once broadcast of the Content has completed, Start Over rights will no longer be available.

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 or any successor laws that may come into force.

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 web app version of the eir TV App which can be used on an eligible desktop browser.



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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 TV**") 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 minimum broadband speed you will need to receive the Service is 12MBPS.
- 3.3 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.
- 3.4 eir reserves the right at all times to suspend the Service
 - 3.4.1 in an event of an emergency or where you are in breach of the Agreement;
 - 3.4.2 subject to providing you with reasonable advance notice, to:
 - 3.4.2.1 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
 - 3.4.2.2 change the Service as may be necessary to comply with applicable laws or health and safety requirements.
- 3.5 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



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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. You must tell us immediately if the line or number changes for any reason. 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 and in accordance with eir's Privacy Policy.

- 3.6 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 3.6, eir reserves the right to disable, alter, suspend or terminate the provision of the Service with immediate effect.
- 3.7 The Service and the Additional Services that eir provides to you may change from time to time as the provision of the Service/Additional Services is variable and eir cannot guarantee the availability of any particular channel or programme or feature which forms part of the Service/Additional Services. 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/Additional Services or for commercial reasons. eir shall not be liable to you for any changes, lack of availability or failure to transmit any advertised television programme or channels or to do so at the advertised time. Therefore the Service/Additional Services including any television programme contents, channels, channel packages, content, programming, programming schedules, channel broadcast hours, channel allocations, transmission times and features/functionalities may change from time to time or channels or television programme or content may no longer be available. eir reserves the right to withdraw or remove channels / content from the Service/Additional Services at any time without prior notice.

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



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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 4.4, in the event that a payment due to eir from you following the issue of an invoice pursuant to Clause 4.2 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 (and/or assign a credit threshold to your account) 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.



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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 television 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 8, accept that it is illegal to copy, distribute copies, show in public or rebroadcast any part of the Service including any eir TV programmes or Channels or Content as provided to you as part of the Service/Additional Services 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



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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 Eir shall endeavour to deliver the Equipment within three (3) working days however delays may occur. All orders are subject to availability, eir is not liable to you for any delay in making deliveries.
- 7.3 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



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with eir's written instructions or authorisation.

- 7.4 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.
- 7.5 In order for you to receive the Service you must ensure that the Equipment is always connected to your eir Fibre broadband service. The Set Top Box is configured to be used on WiFi but for optimum user experience, eir recommends that the Set Top Box is wired using your Ethernet cable connection. The Service does not support scart connections. To avail of the Service, the Customer's television must have an HDMI port. HDMI cable will be provided with the Set Top Box.
- 7.6 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.
- 7.7 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 for Set Top Box and for Multiroom Service Set Top Box and Home Plugs as provided in the Price List.
- 7.8 eir does not warrant that the operation of the Service will be uninterrupted or error free. Where eir finds that your Set Top Box is 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 7.7.
- 7.9 The Service shall be provided by way of Self-Installation. eir is not responsible if you are unable to access the Service due to the fact that your own apparatus or equipment is incompatible with the Service/Equipment provided. An optional appointment with an eir technician can be arranged by calling eir customer care on 1901. There will be a one off Charge for this service as provided in the Price List and this Charge will be included in the invoice for your Bundle.

8. FEATURES/FUNCTIONALITIES

- 8.1 With your Set Top Box and unless you are otherwise notified, you may record



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certain linear programming/content for private and domestic use for the sole purpose of enabling the programming/content on the Service to be viewed at another time by you. Where you cancel or terminate the Service you will no longer be able to access recordings of the Service.

- 8.2 In accordance with clause 3.7, eir from time to time may be required to make changes to the features/functionality available including record/ fast forward/ live pause/Catch Up TV / Start Over without prior notice.

9. HD CHANNELS

- 9.1 Wherever possible, the Channels on the Service will be made available to Customer in HD. If sufficient bandwidth is not available, the picture will rate adapt to provide a good quality user experience.
- 9.2 The provision of the HD is subject to bandwidth availability on your eir Fibre service & such Channels being made available to eir in HD by third party content providers.
- 9.3 In order to view the Channels in HD, the Customer must have a HD compatible TV. The HD Channels can only be viewed at your Home.

10. COPYRIGHT, TRADEMARK AND INTELLECTUAL PROPERTY

- 10.1 All copyright, trade-marks and all other intellectual property rights in all material or Content supplied as part of the Service will remain eir's or, where applicable, eir's 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.
- 10.2 You must not do or authorise any of the following:
- 10.2.1 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;
 - 10.2.2 sell or make any charge for watching or using any part of the Service; or



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- 10.2.3 show any part of the Service in public to an audience, even if no charge is made.
- 10.3 We may prevent the unauthorised copying of any part of the Service or if we are unable to prevent the unauthorised copying we may prevent you from receiving the Service.
- 10.4 The purchase, installation, sale and/or use of unauthorised Set Top Boxes and other such devices to gain access to the Service without paying the relevant fees are illegal and in breach of intellectual property laws, Broadcasting Act 2009 and other relevant legislation. Persons found to possess such devices for such use are open to both criminal and civil legal action. In addition to any other rights and remedies we may have against you, the use of such devices and any unauthorised reception by you of any Channels or programmes or your failure to report the unauthorised reception of any channels or programmes immediately to us, will result in our suspending the Services or terminating the Agreement.

11. FORCE MAJEURE

- 11.1 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").
- 11.2 eir shall not be liable to you for any loss, damage, expenses, injury or death whatsoever arising or resulting from a Force Majeure Event.

12. 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.



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13. TERM AND TERMINATION

- 13.1 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.
- 13.2 In addition to termination rights in the General Terms eir may immediately by notice terminate this Agreement if one of the following events occurs:
- 13.2.1 you commit a material breach of Clauses 3.6 and 6.1.6 of the Agreement; or
- 13.2.2 other than a breach of Clauses 3.6 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
- 13.2.3 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
- 13.2.4 a Force Majeure Event continues for more than thirty (30) days.
- 13.3 You may cancel / terminate the Service outside the Minimum Period of Service by giving eir one (1) months' 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) months' notice in which case you will be obliged to pay to eir an early cease charge in lieu of notice.
- 13.4 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.
- 13.5 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 13.3 above, and shall be payable by you in place of those Charges.
- 13.6 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:
- 13.6.1 if we change these Terms in accordance with Clause 18;
- 13.6.2 if we significantly reduce the content of the Service you may terminate this Agreement by giving us one (1) months' notice within thirty (30) days of such change.



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- 13.7 Upon termination of the Agreement:
- 13.7.1 the rights of the parties accrued up to the date of such expiry or termination shall remain unaffected;
 - 13.7.2 you shall co-operate fully with eir to recover the eir Equipment;
 - 13.7.3 if eir terminates the Agreement for a material breach by you, you shall be liable to pay to eir the balance of the Charges;
 - 13.7.4 eir shall have an automatic right to the Charges for the Service up to and including the date of termination.

14. 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.

15. DATA PROTECTION

- 15.1 eir may collect television data such as details of programmes you view, use of our services (e.g. "Start Over"), technical data such as time and duration of watched content, the quality of the connection, the model and service number of your Set Top box, software version used, and level of the service package. This data is collected and used in accordance with our Privacy Policy for quality assurance purposes in order to ensure the Service is working as it should be and to offer troubleshooting or technical assistance as and when it is required by the Customer. This data will not be used for any other purposes
- 15.2 Some programme providers of the Channels require a unique identifier to be displayed on their Channels. Should a programme provider of the Channels suspect that a Channel or the programmes on their Channels are being used illegally they may in performance of a contract provide this identifier to eir in order for us to identify whether or not you are using the programme and Channel in accordance with these terms and the eir TV 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 Channels where it is suspected by eir and the programme provider that (1) you are using the Channels or the programmes on their Channels illegally or (2) where you are in breach of these Channel terms. eir may also be legally obliged to share Customer personal data with programme providers of Channels/Content on foot of a court order.
- 15.3 Please take time to read eir's Privacy Policy available at <https://www.eir.ie/privacycentre> which applies to eir's use of your personal data and other information.



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16. NOTICES

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

17. ASSIGNMENT

17.1 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.

17.2 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.

18. 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. 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.

19. 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.

20. 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.



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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 TV Terms**”). Any terms used and not herein defined have the same meaning as given to them in the eir TV Terms. In the event of a conflict between the, Terms, the eir TV Terms and these Additional Services Terms, these Additional Services Terms shall take precedence.

eir TV EXTRA (EXTENDED PACK)

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

1. The Charges for the eir TV Extra (Extended Pack) is set out in the Price List and will be collected in accordance with the eir TV Terms. We can change the Charges for the eir TV Extra (Extended Pack) in accordance with the eir TV Terms.
2. The Minimum Period of Service for the eir TV Extra (Extended Pack) is one (1) month from the Operational Service Date for the eir TV Extra (Extended Pack). The Operational Service Date for the eir TV Extra (Extended Pack) is the date the eir TV Extra (Extended Pack) is activated by eir in order for you to receive the eir TV Extra (Extended Pack).
3. The eir TV Extra (Extended Pack) can only be viewed at your Home.
4. You acknowledge and accept that the Channels in the eir TV Extra (Extended Pack) can be changed or varied from time to time by eir.
5. You may cancel / terminate your subscription to the eir TV Extra (Extended Pack) by giving eir one (1) months’ notice in writing.
6. Where you cancel or terminate your subscription to the eir TV Extra (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 Multiroom Service 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.
3. The Charges for the Multiroom Service is set out in the Price List and will be collected in accordance with the eir TV Terms. We can change the Charges for the Multiroom Service in accordance with the eir TV Terms.
4. The Multiroom Service can only be viewed at your Home.
5. The Channels in the Multiroom Service cannot be different to the Channels in the Service which you subscribe to.
6. In accordance with Clause 7.8 of the eir TV Terms in the event you do not return the Multiroom Service Set Top Box (es) we reserve the right to charge you an unrecoverable equipment charge as provided in the Price List.



PREMIUM CHANNELS AND PPV EVENTS

1. For an additional Charge a Premium Channel or PPV Event can be purchased via IAP. Details of any Premium Channels or PPV Events currently offered are available at www.eir.ie
2. To subscribe and receive a Premium Channel / PPV Event you must have the Service. The Service must remain in force in order for you to receive the Premium Channel / PPV. If the Service is terminated for any reason then the Premium Channel /PPV Event you have subscribed to or purchased will be automatically terminated at the same time.
3. The Charges for each available Premium Channel are set out in the Price List and will be collected in accordance with the eir TV Terms. eir can change the Charges for each Premium Channel in accordance with the eir TV Terms.
4. The Minimum Period of Service for a Premium Channel is one (1) month from the Operational Service Date for the Premium Channel. The Operational Service Date for a Premium Channel is the date the Premium Channel is activated by eir in order for you to receive the Premium Channel .
5. The Premium Channels / PPV Events can only be viewed at your Home for private, domestic, residential and non-commercial use only.
6. Further to Clause 3.6 of the eir TV Terms you cannot directly or indirectly charge viewers a fee for viewing the Premium Channels / PPV Events at your Home. The Premium Channels/PPV Events 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 6, eir reserves the right without notice to immediately disable, alter, suspend or terminate the provision of the Service, the Premium Channel/PPV Event, 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 6.
7. Some programme providers of the Premium Channels or PPV Events require a unique identifier to be displayed on their Premium Channels or PPV Event. Should a programme provider suspect that a PPV Event or a Premium Channel or the programmes on their Premium Channels are being used illegally they may in performance of their contractual obligations provide this identifier to eir in order for us to identify whether or not you are using the programme and the Premium Channel or PPV Event in accordance with these terms and the eir TV 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 PPV Event or Premium Channels where it is suspected by eir and the programme provider that (1) you are using the PPV Event or Premium Channels or the programmes on their Premium Channels illegally or (2) where you are in breach of these Premium Channel and PPV Event terms.

8. Where we or our agents (including Premium Channel or PPV Event programme providers) have identified that you have shown the PPV Event or Premium Channels in a public or commercial premises in breach of Clause 6 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 or PPV Event in a commercial or public premises; and/or
 - (b) ceasing to supply the Premium Channels or PPV Event to you and terminating the Service to you.
9. Following the identification by us that you have used the Premium Channels or PPV Event 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 TV programmes or the Premium Channels or PPV Event as provided to you as without the consent of the copyright owner. For the avoidance of doubt you cannot view, record or distribute the Premium Channels or PPV Events 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 or PPV Event including actual or claimed copyright infringement or breach of Intellectual Property Rights committed by you or any other person.



12. You acknowledge and accept that the Premium Channels can be changed or varied from time to time by eir.
13. 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 and as a result thereof would discontinue to supply that Premium Channel.
14. The editorial content, selection, scheduling, substitution and withdrawal of any programmes or part thereof contained on the Premium Channels or PPV Events shall at all times remain with the sole and absolute discretion of the owner and operator and provider of the Premium Channels or PPV Event. eir shall not be liable to you for any such changes to the Premium Channels or the PPV Event.
15. You may cancel / terminate each Premium Channel you subscribe to by giving eir one (1) months' notice in writing.
16. If you order a PPV Event, a Charge may apply. eir will notify you in advance of the Charge for each PPV Event. Charges for PPV Events must be paid at time of purchase. Once a PPV Event has been purchased, the PPV Event commences immediately. By purchasing a PPV Event you are therefore providing your express consent to the commencement of the PPV Event and you acknowledge that you lose the right to cancel as per Regulation 13(2)(b) of the S.I. No. 484/2013 - European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 as amended.

**eir TV app - Terms & Conditions for use on Devices****1. DEFINITIONS**

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

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 live TV channels that is available from eir TV via the Service, as described on the Website;

Device: the device e.g. smart phone / tablet / computer / supported web browser 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 TV App: the app which allows you to use the Service on your Device;

eir TV the eir TV 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 (or any successor or similar technology) 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 eir TV 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 or any other website address which we notify to you regarding the Service and which may be updated from time to time; and

Web Client: the eir TV 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 2022 Bianconi Avenue, Citywest Business Campus Dublin 24, D24 HX03. ("we" / "us" / "eir TV"). References in these terms and conditions to "we" or "us" shall be read as references to eir TV. These terms are in addition to the eir TV Terms, In the event of any conflict with the eir TV Terms, these terms shall prevail.

3. THE SERVICE

3.1 The Service is available in the Territory and allows you 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 eir Mobile Network customers accessing the Service in an EEA Member State will not incur any additional charges to those incurred domestically in the Republic of Ireland however roaming data fair use limits and surcharges will apply, similar to other roaming data use. For eir Mobile customers contracting from 16 October, data used while accessing the Service in an EEA Member State will decrement from your eir Mobile plan data allowance. If you are on another mobile network you should check with your provider for data related costs and monthly data limitations.



- 3.4 The Service is variable and therefore may change from time to time. We reserve the right to remove the Service from the Google Play and Apple App store or any other app store without any prior notice to you.
- 3.5 To access and use the Service you must:
- 3.5.1 be an eir TV customer.
 - 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 in order for eir to provide you with the correct viewable Content.
 - 3.5.5 accept these terms.
 - 3.5.6 have a “My eir” account which will serve as your log in. 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 TV App onto your Device and only access and use the Service via your Device in the Territory. The eir TV 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 four(4) registered Devices. Of the four(4) registered Devices, only two(2) can be used at any one time. Your Device will automatically be registered after the first log in to the eir TV App. You can change a Device you have registered once per calendar month. To change a registered Device you must use the My eir 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 3.8, 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. 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 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 If you are an eir Mobile Network customer, data used whilst accessing the Service will decrement from your eir Mobile Network plan's data allowance (applicable to customers contracting from 16 October 2019). eir Mobile customers use of this Service is subject to eir's Fair Usage Policy ('FUP') which is available at <http://www.eir.ie/>.
- 3.14 In relation to your use of the Service, you will be responsible for (i) any costs incurred whereby you exceed the monthly download limit of your eir broadband internet connection or (ii) any costs incurred whereby you exceed the monthly data allowance limit of your eir Mobile Network plan or (iii) if you are on another Mobile Network, any costs charged by your service provider in relation to the provision of the Mobile Network coverage necessary to use the Service. If you are on another Mobile Network you should check with your service provider for data related costs and monthly data limitations

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 TV service you will no longer be able to use the Service.
- 4.3 We may immediately suspend or restrict your 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 breach any of these terms;
 - 4.3.3 if we consider that you 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 act 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 unauthorised copying of any part of the Service or if we are unable to prevent the unauthorised copying we may prevent you from receiving 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). All written communication by letter will be deemed served 48 hours after issuance.
- 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 TV Terms.