

eMobile IOU Terms and Conditions

1. These terms and conditions set out the basis upon which the **eMobile prepay IOU Service** promotion (the "**IOU Service**") will be made available by eircom Limited trading as eMobile ("eMobile") to the Customer and are in addition to and form part of the terms and conditions of the eMobile mobile telecommunications service. Words which are defined in the eMobile terms and conditions shall have the same meaning when used in these terms and conditions. In the event of any conflict the terms and conditions below shall prevail.
2. This IOU Service is available only to eligible pre-paid subscribers to the eMobile network ("**Prepay Customers**") and who meet the following eligibility criteria:
 - Customers must have topped up their mobile phone account within the last three months.
 - Customers must have either made or received a call within the last three months.
3. Where a Prepay Customer attempting to use the IOU Service does not satisfy these criteria, any requests or orders for the IOU Service shall not be processed.
4. The IOU Service allows Prepay Customers to request an advance of mobile phone credit in the amount of €2 or €4 (the "**IOU Credit**") to their Prepay account which amount shall be deducted from their mobile credit account at the time they next add credit or ("**Top-Up**") their account.
5. Customers must text the phrase "IOU2" to 50104 for €2 or "IOU4" to 50104 for €4 in order to request the IOU Service.
6. The cost of the IOU Service is €0.20c for the €2 IOU and €0.30 for the €4 IOU.
7. At the time of the next Top-Up of the Customer's Account the initial charge of €0.20/€0.30 will be deducted from the Customer's Account along with the amount of the IOU Credit which has been used by the Customer.
8. The repayment of the customer's IOU will be taken AFTER they have paid for their prepay bundle. This charge will be incurred by the Customer whether the Customer has used any, none or all of the IOU Credit.
9. "Free" credit or allocated to the customer gratis as part of an eMobile promotion cannot be used to repay IOU to the eMobile network
10. Once a text request for the IOU Service has been placed it will be processed immediately and cannot be cancelled.
11. Customers will be informed by text message when the IOU Credit has been delivered to their account. This message will include details of the amount of the IOU Credit granted.
12. Customers may only avail of the IOU Service on one occasion before they next Top-Up after which time the Customer will be allowed to use the IOU Service again.
13. Insofar as it is permissible by law, eMobile shall not be liable for any injury, loss or damage, whether foreseen or unforeseen, directly resulting from:
 - any failure, interruption, delay, suspension or restriction in providing the IOU Service to the

Customer which is due to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority (whether local, national, international or supranational), an act of default of any supplier, agent or other person, strikes, work stoppages or labour disputes or any other cause whatsoever which is beyond the reasonable control of eMobile;

- any claim arising out of any act or omission by the Customer, its servants or agents or arising out of any reliance placed by such persons on the IOU Service;
- any valid suspension of the IOU Service;

14. eMobile reserves the right to withdraw the IOU Service generally or from any particular customer at any time and to vary or amend any element of the IOU Service at any time without further notice. These terms and conditions may be varied or amended by eMobile for any valid commercial technical or operational reason.

15. eMobile may, without notice, suspend the availability of the IOU Service to the Customer wholly or partially for any valid reason, including without limitation, where:

- the Customer fails to pay eMobile any sums due under any other contract with eMobile on the due date specified in an invoice, notwithstanding the issue of any invoices thereafter; or
- eMobile reasonably believes that the Customer is unable to comply with payment obligations, represents a credit risk or if eMobile is unable to contact the Customer following reasonable efforts; or
- the Customer fails to observe any term or obligation set out herein or any relevant law.

16. eMobile shall exercise such reasonable skill and care in the provision of the IOU Service as may be expected of a reasonably competent mobile telecommunications operator. Except as expressly provided in these terms and conditions, all conditions, terms, warranties and representations whether express or implied by law in relation to the provision of the IOU Service are excluded to the fullest extent permitted by the applicable law.