

SMALL BUSINESS FAIR USAGE POLICY



1. This Fair Usage Policy shall govern your access to and use of eMobile's Services (including for the purposes of this Fair Usage Policy the eMobile Equipment, Network, Site and Content) and in addition to all other terms and conditions relating to the Services (including but not limited to the Terms & Conditions of Service and the Privacy Policy). Your attention is drawn in particular to Clause 5 of the Terms & Conditions of Service which sets out certain of your obligations, which obligations you are reminded are binding and supplement this Fair Usage Policy. All capitalised terms referred to herein shall have the same meaning as is ascribed to them in the Terms & Conditions of Service unless expressly provided for to the contrary.
2. You shall be responsible for your use of the Services. You are also solely responsible for any and all use of the Services authorised by you (for example where you permit a third party to access your Equipment).
3. It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of the eMobile Services. In general, we will not tolerate any use of the Services which damages or is likely to damage our reputation, the availability or integrity of the Services, which causes us or threatens to cause us to incur any legal, tax, regulatory or other liability, or which use is/was outside that of what was contemplated by ordinary users at the time of subscribing for the Services. We require that you to treat the Services with respect, and not to use the Services for any illegal purpose.
4. You must not use the Services for any of the following purposes:
 - 4.1 for any purpose that is not strictly in accordance with this Fair Usage Policy and all other terms and conditions applicable to the Services;
 - 4.2 for unlawful, fraudulent or undesirable purposes, or in connection with a criminal offence or other unlawful activity (including for example illegal file-sharing);
 - 4.3 for any purpose which is illegal, offensive, abusive, malicious, threatening, racist, indecent, defamatory, derogatory, obscene, menacing, or otherwise objectionable;
 - 4.4 to harass or advocate harassment of another person, or to cause annoyance or needless anxiety to any person, impersonate any other person or act in a way which may reasonably be objectionable or is otherwise injurious to third parties;
 - 4.5 in any way or manner which:
 - (a) does not comply with any relevant legislation or licence;
 - (b) infringes third party copyright, trademark, confidence, privacy or other intellectual property rights;
 - (c) causes, or is likely to cause, the Services or access to the Services to be interrupted, damaged or impaired in any way; or
 - (d) infringes other customers' use and enjoyment of the Services;
 - 4.6 other than for your own private and personal use and not for any commercial purposes or to send commercial advertising or promotional material unless you are a business customer and this has been disclosed to eMobile in advance and only where such business use is fair, reasonable and in accordance with this Fair Usage Policy;
 - 4.7 involves the transmission of junk mail, chain letters, unsolicited mass mailing or "spamming", pyramid schemes, unsolicited advertising or promotional material, or any other form of unauthorised or unsolicited and unwelcome communication with any third party;

4.8 makes available any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including but not limited to in connection with the Services;

4.9 use any automated means, including without limitation, agents, robots, screen-scrapers, spiders, or scripts to access, monitor or copy any part of the Services;

4.10 copy, modify, disassemble, reverse engineer, decompile or in any other way interfere with any software provided as part of the Services;

4.11 create any new software partly or wholly based on eMobile software, or transfer, assign or sub-license your right to use our software or attempt to do so, without our prior written consent;

4.12 use the Services in any manner which is contrary to the Irish Cellular Industry Association's Code of Practice;

4.13 in any way that we in our reasonable discretion consider objectionable, inappropriate, likely to injure the eMobile brand and reputation, or otherwise unacceptable.

5. eMobile will cooperate with and provide its assistance to the police, law enforcement and regulatory bodies with their investigations if we are approached with complaints relating to any of failure to comply with this Fair Usage Policy.

6. In light of it being impossible to document exhaustively what constitutes fair or unfair use of our Services, eMobile reserves the right to update this Fair Usage Policy on an ongoing basis, and/or to determine in its reasonable discretion where it considers usage to be objectionable, inappropriate, outside that of what was contemplated by ordinary users at the time of subscribing for the Services, or is otherwise unacceptable.

7. Customers on the following plans, Small Business Talk & Text, Small Business Unlimited, TalkMobile Unlimited and TalkMobile Unlimited UK, are subject to a fair usage policy of 1500 minutes and 1500 texts per month to UK landlines and mobiles and whilst roaming in the UK 1500 minutes and 1500 texts per month to Republic of Ireland landlines and mobiles.