

## **eir Mobile Mobile Internet - Terms and Conditions**

The following terms and conditions of the eir Mobile Internet service are in addition to and form part of the General Terms and Conditions of the eir Mobile Telecommunications Services and the General Terms for Internet Access. In the event of any conflict, these terms and conditions shall prevail.

The Services enable Customers to access Content (including images, sounds, video, SMS alerts, games and other applications) made available to them by eir (e.g., via eir Mobile Internet and similar portals) by way of downloading to a mobile phone, personal computer, personal digital assistant or other access device (an 'Access Device').

Downloading is where a copy of the Content is installed onto the Customer's Access Device for future use by the Customer in accordance with the applicable terms and conditions.

Where content is delivered by way of Downloading:

- Customers may save the Content on their Access Device but (unless expressly permitted) are strictly prohibited from saving such Content elsewhere; and
- each request by the Customer to download that Content (i.e., each copy sent to them) will constitute a separate event to be paid for by the Customer at the applicable rate in accordance with the Customer's tariff plan

Customers acknowledge and accept that the Content is protected by copyright, trade mark and other intellectual property rights of eir or its licensors. Customers are strictly prohibited from editing or modifying the Content, copying, distributing or forwarding the content to one or more third parties or allowing third parties to access it. Customers also acknowledge that eir has no control over Content provided by third parties and that eir excludes all and any liability in respect of material contained within eir's content services.

You may avail of various third party services through the eir Mobile Internet services, which are governed by the terms of such service and which eir makes no representation in respect of, nor accepts any liability for. In respect of the eir Social Stream ("the Aggregated Platform"), eir acts as an aggregator, upon your sign-up to the service, of social network accounts held by you. You represent and warrant to eir that you will only use such access and the Aggregated Platform to subscribe and aggregate account which you are the owner of and indemnify eir against any claim that you were not such an authorized owner. The content and messaging received via the Aggregated Platform is made and transmitted from third party sites and services which eir accepts no responsibility or liability for. Additionally, you acknowledge that the information displayed and shared on same is shared on such third party social platforms and is subject to such privacy policies, terms and restrictions as may be placed by such parties. Any complaint or issue with same should be directed to such social network providers. Data charges apply to the use of Services, including, but not limited to, the Aggregated Platform, details of which are available on connected pages.

Prior to requesting the Services, Customers should ensure that:

- their Access Device is compatible and appropriately enabled to receive the selected Content. If Customers are unsure whether this is the case they should check the information on [www.eir.ie](http://www.eir.ie) or contact eir Customer Care;
- (where the content is to be downloaded) they have sufficient memory capacity available to receive and save the Content once Downloaded;
- their Access Device remains switched on and connected to the eir network (i.e., does not move out of range) for the duration of the Download. In the case of SMS alerts, it is acknowledged and accepted by the Customer that Content charges are applied upon attempted delivery of the Content to the Customer.

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