

## eir Mobile Simplicity Talk & Text

### eir Mobile Simplicity Plans – Simply Top Up Talk and Text Terms and Conditions

#### Simply Top Up Talk T&C's

Under the Terms of the Simply Top Up Talk, Promotion (“the Promotion”), Customers may avail of combinations of free talk, text and data by topping up their Pay As You Go (“PAYG”) accounts by amount of €5, €10, €20 or €30 at regular 7/14 day intervals.

The terms and conditions of the Promotion are set out below.

- The terms of the Promotion are supplementary to eir’s general terms and conditions of the service and Fair Usage Policy (“FUP”) available at <http://eir.ie/termsandconditions>. In the event of a conflict, the terms of the Promotion shall prevail. You agree to accept the terms of the Promotion each time you opt into the Promotion.
- Only eir Mobile PAYG Customers on the Simplicity Plans (“Eligible Customers”) who contract and opt-in with eir before 30<sup>th</sup> September 2017 (“Promotional Period”) may avail of the Promotion

Under the promotion, Eligible Customers depending on their top up amounts will receive the following allowances

Top Up Amount	Offer Details	Duration
€5	Free eir calls + 30MB data	Every 7 days
€5	Free eir texts + 30MB data	Every 7 days
€10	Free eir calls + 60MB data	Every 14 days
€10	Free eir texts + 60MB data	Every 14 days
€20	Free eir calls + Any network texts + 250MB data	Every 4 weeks
€20	Free eir texts + eir calls & texts + 250MB data	Every 4 weeks
€30	300 Any network minutes + Any network texts + 500MB data	Every 4 weeks
€30	Any network texts + eir calls & texts + 500MB data	Every 4 weeks

- The Promotion is also subject to further fair use conditions, which eir may rely on to withdraw, restrict, limit or terminate the Promotion from an Eligible Customer. These fair use conditions are such that an Eligible Customer’s usage of the Promotion shall not exceed 5,000 voice calls per offer period. Any usage above same, or outside of the terms of this Promotion, will be charged at standard rates.
- This Promotion does not include: usage when Customers are roaming outside of the EEA; SMS sent to international numbers; Multimedia Message Service (MMS) messages or calls made to premium rate, voicemail and non-geographic numbers. SMS sent to landlines must be to landline numbers capable of receiving SMS messages. The Promotion does not include VoIP or data sharing and any such usage may be charged for in accordance with eir’s applicable standard data rates.

- Eligible Customers can use the Promotion when roaming within the EEA. The Promotion must be active in order for the Eligible Customers to use their calls, texts and data whilst roaming in the EEA. Eligible Customers who do not have the active Promotion or exceed their allowance when roaming within the EEA will pay the same as their domestic standard rates. See [www.eir.ie/pricing](http://www.eir.ie/pricing) for more details and applicable countries.
- A fair usage policy of free usage will apply to the Promotion for 7 days (€5 offer), 14 days (€10 offer) and 28 days (€20 and €30 offers) and is non-transferable. Any talk, text or internet usage beyond the stated allowance will be charged at the standard rates. See [www.eir.ie/pricing](http://www.eir.ie/pricing) for more details.
- Existing eir Mobile customers can only avail of the Promotion if they are on, or move to, the eir Mobile Simply Top Up Talk Plan during the Promotion Period; however you acknowledge that you will lose any original discounts or offers under your former eir Mobile tariff plan once you move to the eir Mobile Simply Top Up Talk Plan. Additionally, you will lose the benefits and entitlement to the Promotion should you move to any other eir Mobile tariff plan.
- By signing up to the Promotion, you consent to eir contacting you by SMS to notify you of successful or unsuccessful opt-ins, activations, updates, changes in relation to this Promotion for as long as they are eligible and remain on the Promotion. eir does not warrant or represent that it shall send such SMS messages and you acknowledge that it is not bound to do so and that it is your responsibility to ensure you remain eligible for the Promotion.
- Eligible Customers acknowledge that the various promotions available on the eir Mobile Simply Top Up Talk Plan that can be opted-in for are mutually exclusive and that by availing of any one, they shall not, at the same time, be able to avail of the other promotions. Customers can switch, however, to any other promotion by duly opting in to the alternative promotion and then topping-up their account in accordance with the requirements of such other promotion. Upon opting-in to any different promotion, an Eligible Customers' entitlement to this Promotion shall automatically cease and the new promotion shall be effected after topping-up in accordance with the terms of such promotion. You acknowledge that it remains your responsibility to ensure you are opted-in and top-up by the correct amount for the applicable promotion and customer error will not be reimbursed by eir.
- eir reserves the right to vary or amend these terms and conditions or withdraw the Promotion in whole or in part at any time, where in its opinion there is a valid commercial, technical or operational reason, or where you are in breach of any of eir's terms and conditions (whether those general terms or these Promotional terms), FUP or the Fair Usage Conditions hereunder.
- eir shall not be liable for any loss or damage, direct or indirect, howsoever arising from the Promotion or for termination, withdrawal or amending the Promotion.

### **Simply Top Up Text T&C's**

Under the Terms of eir Mobile's Simplicity Top Up Text Promotion, ("The Promotion") Customers may avail of combinations of free talk, text and data by topping up their Pay As You Go ("PAYG") by amounts of €5, €10, €20 or €30 at regular 7/14/28 day intervals.

The terms and conditions of the Promotion are as set out below.

- The Promotion terms are supplementary to eir's general terms and conditions of the service and Fair Usage Policy ("FUP") available at <http://www.eir.ie/termsandconditions>. In the event of a conflict, the terms of the Promotion shall prevail. You agree to accept the terms of the Promotion each time you opt in to the Promotion