

eir Mobile Simplicity Talk & Text

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

Under the terms of the Simply Top Up Talk and Text plan (“the Plan”), eligible customers may avail of one of the offers comprising combinations of free talk and/or text, and data by topping up their Pay As You Go (“PAYG”) accounts by amount of €5, €10, €20 or €30 at regular intervals as set out in the table below (the “Offers”). (Note: The €5 and €10 top-up intervals will change from for top-ups applied from 22nd May 2019).

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

- The terms of the Plan are supplementary to the eir mobile general terms and conditions of the service available at <http://eir.ie/termsandconditions>. In the event of a conflict, the terms of the Plan shall prevail. Eligible Customers agree to accept the terms of the Plan each time they opt into the Plan.
- Only eir Mobile PAYG Customers on the Simplicity Plans (“Eligible Customers”) who contract and opt-in with eir may avail of the Plan.

The Offers:

Top Up Amount	Offer Details	Interval (up to 22 nd May 2019)	Interval (from 22 nd May 2019)
€5	Free eir calls + 30MB data	Every 15 days	Every 7 days
€5	Free eir texts + 30MB data	Every 15 days	Every 7 days
€10	Free eir calls + 60MB data	Every 28 days	Every 14 days
€10	Free eir texts + 60MB data	Every 28 days	Every 14 days
€20	Free eir calls + Any network texts + 250MB data	Every 4 weeks	Every 4 weeks
€20	Free eir texts + eir calls & texts + 250MB data	Every 4 weeks	Every 4 weeks
€30	300 Any network minutes + Any network texts + 500MB data	Every 4 weeks	Every 4 weeks
€30	Any network texts + eir calls & texts + 500MB data	Every 4 weeks	Every 4 weeks

- Offers that include Free calls or minute allowances are also subject to further fair use conditions, which eir may rely on to withdraw, restrict, limit or terminate the Plan from an Eligible Customer. These fair use conditions are such that an Eligible Customer’s usage of the Plan shall not exceed 5,000 voice minutes per offer period. Any usage above same, or outside of the terms of this Plan, will be charged at standard rates.
- This Plan does not include: usage when Eligible Customers are roaming outside of the EEA; SMS and calls to international numbers; Multimedia Message Service (MMS) messages or calls made to premium rate, voicemail and non-geographic numbers. The Plan 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 Plan when roaming within the EEA. The Plan 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 an active Plan or exceed their

allowance when roaming within the EEA will pay the same as their domestic standard rates. See www.eir.ie/pricing for more details and applicable countries.

- A fair usage policy of free usage will apply to the Plan for 7 days (€5 offer), 14 days (€10 offer) and 28 days (€20 and €30 offers) and is non-transferable (based on top up intervals valid from May 22nd 2019, as per table outlined above). Any talk, text or internet usage beyond the stated allowance will be charged at the standard rates. See www.eir.ie/pricing for more details.
- Eligible Customers who are existing eir mobile customers can only avail of one of these Offers if they are on, or move to, the Plan however existing eir mobile customers who migrate to the Plan acknowledge that any original discounts or offers under their former eir Mobile tariff plan will be lost once they move to the Plan. Additionally, Eligible Customers will lose the benefits and entitlement to the Plan should they move to any other eir Mobile tariff plan.
- By signing up to the Plan, Eligible Customers consent to eir contacting them by SMS to notify them of successful or unsuccessful opt-ins, activations, updates, changes in relation to this Plan for as long as the Eligible Customer are eligible and remain on the Plan. eir does not warrant or represent that it shall send such SMS messages and the Eligible Customer acknowledges that it is not bound to do so and that it is their responsibility to ensure they remain eligible for the Plan.
- Eligible Customers acknowledge that the Offers available on the Plan are mutually exclusive and that by availing of any one, they shall not, at the same time, be able to avail of the other Offers under the Plan. Eligible Customers can switch, however, to any of the Offers under the Plan by duly opting in to the alternative Offer under the Plan and then topping-up their account in accordance with the requirements of such other Offer under the Plan. Upon opting-in to any different Offer under the Plan, an Eligible Customers' entitlement to the existing Offer shall automatically cease and the new Offer shall be affected after topping-up in accordance with the terms of such Plan. The Eligible Customer acknowledges that it remains their responsibility to ensure they are opted-in and top-up by the correct amount for the applicable Offer and customer error will not be reimbursed by eir.
- eir reserves the right to vary or amend these terms and conditions or withdraw the Plan in whole or in part at any time, where in its opinion there is a valid commercial, technical or operational reason, or where an Eligible Customer is in breach of any applicable eir's terms and conditions (whether those of the eir Mobile general terms or these Plan 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 Plan or for termination, withdrawal or amending the Plan.
- The promoter of the Plan is Meteor Mobile Communications Limited, trading as eir with a registered office at 2022 Bianconi Avenue, Citywest Business Campus, Dublin 24 D24 HX03.