

## IOU

1. These terms and conditions set out the basis upon which the eir Mobile pay as you go IOU Service promotion (the "IOU Service") will be made available by eircom Limited trading as eir ("eir") to the Customer and are in addition to and form part of the terms and conditions of the eir Mobile telecommunications service. Words which are defined in the eir 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 eir network ("Pay as you go Customers") and who meet the following eligibility criteria:
  - o Customers must have topped up within the last 3 months.
  - o Customers must have made 3 x chargeable calls within the last 3 months.
  - o The IOU Service can only be used once between top ups.
3. Where a Pay as you go 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 Pay as you go Customers to request an advance of mobile phone credit in the amount of €2 or €4 (the "IOU Credit") to their Pay as you go 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 €0.30c for the €4 IOU.
7. At the time of the next Top-Up of the Customer's Account the initial charge of €0.20/€0.30c 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 from their subsequent Top Up. 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 eir promotion cannot be used to repay IOU to the eir 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, eir shall not be liable for any injury, loss or damage, whether foreseen or unforeseen, directly resulting from:
  - o 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 eir;
  - o 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;
  - o any valid suspension of the IOU Service;
14. eir 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 eir for any valid commercial technical or operational reason.
15. eir may, without notice, suspend the availability of the IOU Service to the Customer wholly or partially for any valid reason, including without limitation, where:
  - o the Customer fails to pay eir any sums due under any other contract with eir on the due date specified in an invoice, notwithstanding the issue of any invoices thereafter; or
  - o eir reasonably believes that the Customer is unable to comply with payment obligations, represents a credit risk or if eir 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. Air 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.