

Terms & Conditions of the eir Mobile Service provided by Meteor Mobile Communications Limited

1. Definitions:

In this Agreement the following terms mean:

“Advance Payment” – A payment by the Customer, (excluding Charges) to enable the Customer to use Services to include, but not limited to, International Calls, Roaming, and Premium Rate Services.

“Agreement” – The agreement between the Customer and eir Mobile comprising of these terms and conditions, the Application Form and any other subsequent terms expressly agreed in writing between eir Mobile and the Customer.

“Applicable Data Protection Law” -

- (a) the Irish Data Protection Acts 1988 to 2018;
- (b) the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011;
- (c) the EU Data Protection Directive 95/46/EC;
- (d) the EU ePrivacy Directive 2002/58/EC (as amended) (the “ePrivacy Directive”);
- (e) the General Data Protection Regulation (Regulation (EU) 2016/679 (the “GDPR”); and
- (f) any successor or replacement to the laws set out above (including, when they come into force, and the successor to the ePrivacy Directive).

“Application Form” – The application for the Services completed by, or on behalf of the Customer for the Services and all information, consents and statements which it contains (which information, consents and statements may be obtained over the telephone or online).

“Acquisition Add On” – An additional benefit or subsidy that may be provided by eir Mobile to the Customer, where same is recorded on the relevant Application Form, at eir Mobile’s discretion and on such terms as eir Mobile may specify and amend from time to time.

“Authorised Representative” – The person or entity authorised by the Owner to complete the Customer Authorisation, or any person reasonably appearing to us to be acting with such individual’s or entity’s authority.

“Bill Pay” – The post-paid eir Mobile service whereby the Customer is charged for Services already availed of.

“Bill Pay Lite” - shall mean any Bill Pay Tariff Plan titled with such term and under which the Customer shall be entitled to terminate at any time on thirty days’ notice.

“Business Day” - shall mean any normal working day, excluding weekends and public holidays, in the Territory.

“Call” – A transmission made over the Network for the purpose of communicating a voice or data message (which includes, without limitation, short text messages, multimedia messages, and usage of Data Sessions).

“Call Content” – the content of any Call received or made by a Customer over the Network.

“Charges” – The charges for the services, whether Bill Pay or Pay As You Go, as specified on www.eir.ie, including, but not limited to, connection charges, monthly rental, tariff charges, Call charges, any applicable additional usage charges calculated according to the rates prevailing from time to time, administrative charges and charges for Third Party Services which the Customer may choose to receive.

“Customer” – The individual or entity who accepts these terms and conditions, and, where applicable, who uses the Service and/or signs the Application Form and remains an active Customer on the eir Network, or any person reasonably appearing to us to be acting with such individuals or entity’s authority.

“Customer Authorisation” – The authorisation, verbal or written, required from the Customer to process a Move.

“Customer Authorisation Form” – The form which eir may require a customer to complete in order to complete a Customer Authorisation.

“Current Network Operator” – A Network Operator other than eir or eir Mobile, which, immediately prior to the Customer entering this Agreement and Moving the Number, was supplying services to the Customer through the Number.

“Data Session” – A mobile interest (‘WAP’) or Interest established using GPRS, UMTS, or other technology made available by eir Mobile over its network, which definition includes the use of Mobile Broadband.

“Deposit” – A payment made by the Customer to us, before or after connection to the Network, as security for payment of Charges.

“Equipment” – The Customer’s handset or other terminal (e.g. PDA/dongle for Mobile Broadband), the eir Mobile or SIM Card and/or any other equipment which is provided by eirMobile to the Customer pursuant to this Agreement in connection with the Services.

“eir Mobile” or “eir” – Meteor Mobile Communications Limited whose registered office is at 2022 Bianconi Avenue, Citywest Business Campus, Dublin 24 D24 HX03, Ireland.

“eir or eir Mobile Group Company” – Any company controlled by, controlling, or under common control as eir or eir Mobile.

“eir Mobile Representatives” – Any third party authorised to promote and sell the Service or carry out business activities on eir Mobile’s behalf.

“eir Mobile SIM Card” – The card, bearing a unique mobile telephone number, the related personal unblocking code and personal identification number, used with a handset, or other terminal or modem, to access the Services.

“Fair Usage Policy” – The fair usage policy (or policies) applicable to the Services as displayed on <http://www.eir.ie/> as may be amended from time to time.

“FMNP” (Full Mobile Number Portability) – The process which enables a Customer to Move from its Current Network Operator to eir Mobile or vice versa.

“For Life” – when used in conjunction with a Promotion, shall mean you will receive that Promotion for as long as you remain in a eir Mobile Customer on the same Tariff Plan.

“Minimum Period” – The period of 12 months (or such other period as stated under the Application Form executed) commencing on the date of the Customer’s connection to the Network, or from any re-execution or new execution of this Agreement or written acceptance of new terms.

“Mobile Broadband” – The services which may be provided through specific Equipment, which in conjunction with a personal computer, enables connection to the world wide web over eir’s 3G Network.

“Move” – To transfer the use of the Number for accessing the Current Network Operator’s services to the use for accessing the eir Mobile Services whereby the Customer ceases to be a Customer of their Current Network Operator and becomes a Customer of eir Mobile, “Move” and “Moving” shall be constructed in a similar manner. Also referred to as Port or Porting.

“Network” – All of the eir and other mobile telecommunications networks and systems used to provide the Services, including all of the cables, exchanges, transmitters, receivers, computer hardware and software, and other equipment and facilities by which the Services are provided (excluding equipment owned or used by the Customer and by other users and customers of the Services).

“Network Operator” – All licensed mobile telephony service provider.

“Number” – Mobile Station International Subscriber Directory Number (MSISDN) – the unique ten-digit mobile phone number programmed into the SIM Card.

“Owner” – The person who is legally entitled to request the Network Operator to Move the Number.

“Pay As You Go/ PAYG” – The prepaid eir Mobile Service whereby the Customer pays for usage of the Service in advance.

“Promotion” – Any Bill Pay As You Go special offer available to the Customer (as published by eir Mobile from time to time and available on www.eir.ie).

“Roam/Roaming” – A Service which allows you to use the Equipment on other Network Operator’s networks, usually outside the Republic of Ireland.

“Services” – The mobile telephony Service provided by eir Mobile which enable the Customer to make or receive Calls over the Network, and any additional services provided by eir Mobile over the Network from time to time, on the terms and subject to the conditions of this Agreement.

“Tariff Plans” – The various tariff structures, applicable to the different Services, which are available to the Customer (as published by eir Mobile periodically and available on www.eir.ie).

“Territory” – Ireland (excluding Northern Ireland).

“Third Party Service” – Any service promoted or provided by third parties to the Customer over the Network.

“Traffic Data” – The information relating to your use of the Services, processed substantially for the purpose of the effective use of the Services, or for billing purposes, including information relating to the date, time and duration of the use of the Services, the Equipment and/or the Networks used.

“Unlocking Code” – The code to disable security settings that restrict the use of a phone handset to a specific SIM Card or to a specific Network Operator’s services.

2. Agreement

As a “Bill Pay” Customer these Terms and Conditions and the Customer Application Form (“the Form”) together with our Fair Usage Policy, the terms and conditions of any applicable Tariff Plan, Promotion or service options and any other terms stated to form part of this Agreement constitute a legally binding agreement (“Agreement”) between eir Mobile (“we/us/eirMobile”) and the Customer named in the Form (“you or “Customer”), which will be effective from the time we accept the application for the Services detailed in the Form. Acceptance of you as a Customer is at our discretion and no reason will be proffered if we do not accept you as a Customer. By signing the Form, you confirm that all information therein relating to you is accurate and that you accept these Terms and Conditions of Service.

If you are a “Pay As You Go” Customer the reference to The Form does not apply to you and these Terms and Conditions, together with our Fair Usage Policy, the terms and conditions of any applicable Tariff Plan, Promotion or service options and any other terms stated to form part of this Agreement, constitute an accepted legally binding Agreement between eir Mobile (“we/us”) and you the Customer (“you/”the Customer”) commencing from when eir Mobile connects you to the Network and running until properly terminated by you or eir Mobile as permitted by this Agreement.

3. General

This Agreement is personal to you. You may transfer this Agreement with eirMobile’s written consent. We may freely transfer existing and/or future debts due by you to us without notice. You agree that we may contact any person named in any proof of identity and/or references provided by you in order to verify the accuracy for continuing accuracy) thereof eir Mobile Equipment may only be used on the eir Network and may not be used on any other Network unless eirMobile provides an Unlocking Code (please refer to eir Mobile Customer Care for information on the costs (if applicable) of unlocking your handset).

4. eir Mobile’s Service Obligation

We will use reasonable efforts once you have received your eir Mobile SIM Card to connect and activate you eirMobile SIM Card within one (1) Business Day, or as soon as practicable thereafter, and to make Services available to you all times. However, the Services are available only within the range of our Network’s base stations. Both quality and availability of the Services are affected by factors which could cause radio interference, such as physical obstructions and atmospheric conditions and by technical faults in the Network, including in other telecommunications networks through which the Services may be relayed or other matters beyond our control.

Certain features/services are dependent on your being located within eir Mobile network and may fall from use, or be unavailable, if you travel, or are, outside of such network - broadband access and other based Services and the speed of some may be affected by this and other factors outside our control, such as the location of the user of the device, the device capability, distance of the user from the serving site, the number of users active on the site and factors relating to the physical nature of the terrain where the device is being used, such as the proximity of trees and hills. eir Mobile cannot guarantee that you will reach maximum speed advertised. eir Mobile may also limit the speed available to you if you make what eir Mobile, acting reasonably, having regard to the prevailing state of technology at the time, would consider to be excessive use of the network. Speed of internet connection assumes the Network and components are working at optimum speeds and capacity. Additionally, certain functionality (e.g. video calling) may only be available if you are calling another person who is also 3G enabled and within a 3G network.

Information regarding eir Mobile's estimated maximum attainable mobile internet speed in any particular geographical area is available on the mobile coverage maps published on the eir Mobile web site from time to time. There are a number of factors that can influence the speed of your line and the quality or performance of the Service. These are set out at in clause 4 above.

In the event of any continuous or regularly recurring discrepancy between the actual performance of the Service and the speeds set out, the Customer shall be entitled to exit the Agreement without penalty where the relevant facts in relation to the actual performance of the Service are established by a monitoring mechanism certified by the national regulatory authority (ComReg). For the purposes of this clause "continuous or regularly recurring" means that the Customer has raised the matter with eir Mobile in accordance with eir Mobile's Customer Care Code of Practice for Complaint Handling, eir Mobile has been given the opportunity to remedy the situation and the Service is still not achieving the speeds for three (3) consecutive days following all remedial actions being taken by eir Mobile.

Volume limitations may result in an interruption to your internet service and/or additional usage charges. Speed and other quality of service parameters such as latency or jitter in the transmission of data or packet loss can result in internet access slowing down, web pages failing to load or problems with services like VOIP. Certain applications such as video or audio applications may suffer from momentary interruptions and it may take more time to complete a task that involves downloading or uploading data, a file, audio or video from the internet.

eir Mobile may issue such reasonable instructions, either with Equipment or on www.eir.ie, concerning the use of the Services for any valid reason eir Mobile deems sufficient, which, for example with Mobile Broadband, includes guidelines as to self – installation of the Service and details as to minimum system requirements.

eir Mobile makes no representation and gives no warranty as to the performance of any of the Third Party Services at any time. Third Party Services are used at your sole risk and we are not liable for any loss or damage suffered by you arising from the use of such services. However, eir Mobile may be required to bill you for such services. This provision includes, but is not limited to, the use of Services to access third party websites not controlled by eir Mobile. eir Mobile accepts no responsibility for same, their content or services and no endorsement or approval of such sites by eir Mobile may be implied.

You may only Roam outside the Republic of Ireland once you have been approved by us. Please contact our Customer Care team for more details. From 16 April 2013 new Bill Pay Customers will no longer require approval from us to Roam outside the Republic of Ireland. The Services available to

Customers while Roaming shall depend upon the arrangements between local operators and eir Mobile, however, eir Mobile has no control over the telecommunications systems of foreign networks, thus makes no representation and gives no warranty as to the performance or provision of services when Roaming and accepts no responsibility or liability for same.

The eirMobile Customer Code of Practice for handling customer questions and feedback is available at http://www.eir.ie/misc/code_of_practice.pdf.

5. Customer Obligations

You agree as follows: -

The use of the eir Mobile Services is governed by eir's Fair Usage Policy and other terms and conditions which are in addition to and form part of these Terms and Conditions, copies of which are available on <http://www.eir.ie/>, and which you agree to adhere to and understand the nature of and any failure to comply with same shall entitle us to disconnect service in accordance with the terms herein. Additionally, you will indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings, howsoever arising from any breach of same. It is your obligation to make yourself aware of the Services and other Terms and Conditions of use of these Services and all Third Party Services.

The information on the Form is accurate and true and you will provide any further information and assistance, as may be reasonably requested by eir Mobile to enable the delivery of Services to you, to investigate any faults or issues and for any investigation as to the manner of using or provision of the Services, including any alleged offences.

Not to use the Services or the Equipment for any improper, indecent, unlawful or fraudulent purposes, or to cause any nuisance, injury, offence, or annoyance to any person, or impinge in any way upon other customers ability to use or access the Services, or which may damage, or put at risk the Network or the Equipment, which in the absolute discretion of eir Mobile makes excessive or unusual demand on the Service or Network, or other than for your own use and will not resell, or attempt to resell, the Services to any third party.

To promptly pay all charges in accordance with clause 6 and to notify eir Mobile in writing of any change of address, or cessation of the Service by you. To tell us immediately if your Equipment and/or eirMobile SIM Card is lost or stolen or your eir Mobile SIM Card is damaged. You will remain liable for all Charges incurred until we are actually and specifically aware of same. We will provide a replacement SIM Card and will charge you €15 for the replacement SIM, eir Mobile reserve the right to decrement your account for the replacement cost if you are a Pay As You Go Customer.

Reliance on Call Content is at your sole risk, eir Mobile shall not be liable for any Call Content sent or received by you. eir Mobile makes no representation or warranty of any nature as to the quality, accuracy, correctness, completeness or suitability of any Call Content. Call Content must not be exploited commercially to the detriment of eirMobile or any Third Party and must not be used to provide any other on-line or information service.

To ensure that all persons having access to the Services, or the Equipment, comply with this Agreement. You are responsible for the acts and omissions of your employees and agents and any other person you authorize or allow to use the Services, or the Equipment, from time to time, and you are liable for any failure by such person to comply with these terms and conditions.

6. Payment, Charges and Tariff Plans

You are liable to pay for all charges incurred through your eirMobile SIM Card whether or not incurred by you personally (including VAT arising on the charges), and for all costs incurred in enforcing this Agreement. We reserve the right to vary Charges at our discretion. In the event that Charges are varied we will post notification of such changes on our web site, in-store and/or notify you via SMS or by post. You may therefore not receive notification if we have no contact details for you.

As a Bill Pay Customer we will invoice you monthly in advance for fixed charges, and invoice monthly in arrears for connection, call and other non-fixed charges. Payment is due on the date specified on the invoice. We reserve the right to alter invoicing periods, charge interest on overdue payments at 2% above the Central Bank of Ireland prevailing base rate from due date to receipt of payment, contact you directly by SMS and phone in relation to overdue payments and to fix a credit limit on your account and to discontinue services without notice if the limit is exceeded.

As a Bill Pay Customer you may apply to change from your Tariff Plan to a higher Tariff Plan (other than from Bill Pay Lite to another plan, which will require a new execution of contract) with effect from the beginning of any charging period by giving us at least 30 days advance written notice or calling eir customer care. You can only change to a lower Tariff Plan (including to Bill Pay Lite) after the conclusion of your existing Minimum Period, or upon settlement of termination charges for your prior Tariff Plan in accordance with clause 15, unless eir Mobile specifies otherwise, and where, at the time of requesting or effecting the change, you do not have unpaid amounts owing.

We will send all invoices and notices to your billing address shown on the Form unless you tell us in writing of any change. Every invoice and notice from us to you will be deemed served 48 hours after posting or on earlier proof of delivery.

Charges for our Services may vary from time to time and depend on your Tariff Plan. For a list of our current Tariff Plans and Charges, please check www.eir.ie for details.

Whilst eir Mobile will make every effort to ensure that all messages are delivered, the Customer shall be liable for all Charges in respect of any MMS & SMS messages that are not delivered.

We can seek an Advance Payment and/or Deposit to enable you to access some or all of the Services or Third Party Services. From April 2013 we will not seek Advance Payments from new Bill Pay Customers for International Calls or Roaming, in addition, pending credit checking we may seek an Advance Payment and or Deposit to enable you to access the Services. We may set off such amounts against any amounts due; or will be due, by you to eir Mobile.

eir Mobile may apply a limit to the amount of Charges that you may incur and may after this limit from time to time and may consolidate Customer accounts for the purpose of aggregating any balance due. You remain liable for all charges incurred by multiple users on your account.

If you are a Pay As You Go Customer who has incurred Charges for Services in excess of the credit standing to your account (or accounts), credit subsequently added by you to your account will firstly be used to discharge or offset any balance owed on same.

If you are a Pay As You Go customer with two accounts or Services, one of which is for Mobile Broadband, you acknowledge and agree that the balance of both may be used by eir Mobile in conjunction and deducted generally for Services.

eir Mobile reserves the rights at all times to migrate customers to other Tariff Plans, to amend or vary the terms and conditions of, or to withdraw, or terminate a Promotion or Tariff Plan, generally in whole or part, at any time from any Customer and use all reasonable efforts to provide 30 days prior notice. For the latest terms and conditions of a Promotion or Tariff Plan, visit <http://www.eir.ie/>.

As a Pay As You Go Customer, you are entitled to a maximum amount of €280 call credit on your account at any one time. If, for any reason, you incur Charges in excess of the credit standing to your account, credit subsequently added by you to your account shall firstly be used to discharge any balance owed to us. Call credit shall be exhausted in accordance with your usage and tariff plan and may also be removed and lost following any suspension or termination as set out in clause 14.

7. General Terms for Promotions

The following terms and conditions apply generally to all Promotions from to time (unless explicitly stated otherwise in the Promotion terms and conditions):

Promotions cannot be availed of by a Customer when Roaming outside the Territory, nor when using the Services in the Territory to a receiver located outside of the Territory (applicable to all Services);

Promotions require online registration within 60 days from the point of purchase to continue to avail of the Promotion;

Promotions may take up to one (1) Business Day to take effect on a Customer's Service once the Customer registers for the Promotion;

Promotional in-bundles (for all Services) cannot be used for Roaming.

If a Customer moves from one Tariff Plan under the Promotion to another non-eligible Tariff Plan, then that Customer will forfeit any benefits attached to that Promotion.

8. Insurance

You may avail of a policy of insurance to cover accidental damage to and loss of your mobile phone. This policy is subject to its own terms and conditions and is governed by an agreement between you and the insurance company. If you fail to make insurance payments your insurance policy will be invalidated immediately.

9. Repairs and Refunds

eir Mobile policies referring to repairs and refunds are obtainable from www.eir.ie

9.1 Repairs

If your phone is faulty and is older than 28 days, you will be entitled to a free repair as long as your phone is within its manufacturer's warranty. For the duration that your device is being repaired with eir Mobile, eir Mobile will use reasonable efforts to maintain the security of your information, but you acknowledge that eir Mobile is not liable or responsible for any inadvertent loss or damage to

(or to any other materials notified above not to be included as part of the repairs process), or any caused through the necessary repairs process (which may include deletion of information), it is your responsibility to remove and save in advance of sending your phone/broadband for repair.

9.2 Returns

Returning Products under the European Communities (Consumer Information, Cancellation and Other Rights) Regulations 2013.

9.2.1 eir Mobile will comply at all times with its obligations under the European Communities (Consumer Information, Cancellation and Other Rights) Regulations 2013, (“the information and Cancellation Regulations”).

9.2.2 The Information and Cancellation Regulations apply only to Consumers (i.e. to persons who are acting outside their trade, business or profession).

9.2.3 If you change your mind, you can get a full refund on any on-line purchases before the expiry of our cooling off period which is fourteen days following receipt of your goods, or on the case of services, from the date your services was installed. When both goods and service are ordered, your cooling off period expires fourteen (14) days from the date of delivery of the goods.

If multiple goods are ordered in one order and delivered separately the cooling off period expires fourteen days from the date of the last delivery. Where a number of different services have been ordered by you e.g. as part of bundle, your cooling off period expires fourteen days from the date of the installation of the last element of your bundle.

Please see limitations on your right to cancel at www.eir.ie/terms_and_conditions/cooling-off

9.2.4 Where you validly cancel your purchase in accordance with Clause 9.2.3 eir Mobile will refund you within fourteen (14) days of you exercising this right to cancel subject to the following procedure:

- (a) Once your request to cancel your order has been received by us, we shall send you a collection pack;
- (b) The collection pack shall contain clear instructions on what actions are to be taken by you and it includes a pre-paid package for the return of the Product;
- (c) You must insure that the Product is posted to the address provided within fifteen (15) days of receipt of the collection pack and you must provide proof of purchase and
- (d) You shall be refunded as soon as possible, and no later than fourteen days from the date we have receive the collection pack.

9.2.5 We will not be responsible for any Products while they are in transit while being returned to us. When returning Products, you should retain proof of postage.

9.3 Refunds

Your application for a cancellation and refund will be construed as a request for an immediate termination of your eir Mobile telephony service and you acknowledge that your service may be ceased at any time prior to your return. You will remain liable for all usage incurred up to the time of actual termination and for any termination charges if all goods are not returned in accordance with these terms.

10. Directory Services and Caller ID

Unless you specify otherwise to us directly, we will include you and your mobile phone number for National Directory Enquiry Services. Our Network may allow the display of your telephone number on receiving handsets, unless you have requested us in writing directly to refrain from doing so.

11. Use of Customer Information

11.1 For the purposes of this clause, "eir Mobile" shall mean Meteor Mobile Communications Limited and its Affiliates. Within this clause "Consent", "Data Controller", "Data Subject", "Personal Data" and "Processing" shall have the same meanings as in the Applicable Data Protection Law and "Processed" and "Process" shall be construed in accordance with the definition of "Processing".

11.2 In order for eir Mobile to provide the Services to the Customer it is necessary for eir Mobile to collect and Process Customer Personal Data. These may include processing your application, conducting credit and anti -money laundering checks, supplying you with our products or the Services, administering your customer account, calculating usage and charges, invoicing, customer services and the efficient management of call and Traffic Data. Note that for credit scoring purposes, we may disclose data to, or receive data from, other Affiliates. Pursuant to the provisions of the Applicable Data Protection Law eir Mobile is a Data Controller of the Customer's Personal Data for the purposes of this Agreement. All Personal Data about the Customer which eir Mobile Processes pursuant to this Agreement will be Processed and maintained in accordance with eir Mobile's obligations under the Applicable Data Protection Law.

11.3 In respect of the Processing of Personal Data by eir Mobile under or in connection with this Agreement eir Mobile shall:

11.3.1 only Process Personal Data to the extent required to provide the Services to the Customer in accordance with the terms of the Agreement;

11.3.2 save in accordance with the Customer's instructions not otherwise modify, amend or alter the contents of the Personal Data;

11.3.3 comply with its obligations under Article 32 of the GDPR to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the Processing undertaken by eir Mobile under or in connection with the Agreement;

- 11.3.4 comply with Applicable Data Protection Law.
- 11.4 eir Mobile does not disclose the Customer's Personal Data, except:
 - 11.4.1 where the Customer has given eir Mobile Consent;
 - 11.4.2 where eir Mobile is required or permitted to do so by law; or
 - 11.4.3 where necessary for the purposes of this Agreement, to other trusted third party entities including other network operators when you Roam ("**Sub-Processor**") who provide a service to eir Mobile or to the Customer.
- 11.5 From time to time eir Mobile may change the way it uses Customer Personal Data. Where eir Mobile believes the Customer may not reasonably expect such changes, eir Mobile will obtain the Customer's Consent as required by the Applicable Data Protection Law.
- 11.6 In accordance with the procedure set out at www.eir.ie/privacycentre the Customer has the right at any time to request a copy of the Personal Data eir Mobile holds about the Customer.
- 11.7 Where the Customer asks for any inaccuracies in their Personal Data to be corrected the Customer should contact 1905.
- 11.8 Subject to the Customer's Consent eir Mobile shall keep the Customer up to date about eir Mobile products and services, special offers and price reductions.
- 11.9 If you do not wish to be contacted while an eir Mobile Customer about eir Mobile products and services, special offers and price reductions, you should contact eir Mobile by dialling 1905 or log into your "my eir" account.
- 11.10 If you do not wish to be contacted by eir Mobile post termination of this Agreement you should contact eir by calling 1905 or log into your "my eir" account.
- 11.11 eir Mobile reserves the right to contact the Customer regarding information specific to the Services, including service enhancements, network upgrades, process changes and general information relating to the Services.
- 11.12 Upon termination of the Agreement and subject to the Customer's preference eir Mobile shall, to the extent permitted by applicable law delete from its key systems, the Customer's Personal Data and any copies of it or of the information it contains. The provisions of this clause shall not apply to the extent that eir Mobile is obliged by applicable law to keep copies of the Personal Data.
- 11.13 eir Mobile may also authorise a Sub-Processor to process your Personal Data where required for the provision of the Services, save that suitable provisions for complying with Applicable Data Protection Law will be in any contract with a Sub-Processor.
- 11.14 eir Mobile may need to transfer your Personal Data outside the Republic of Ireland and the European Economic Area when eir Mobile requires a Sub-Processor to work on behalf of eir Mobile in order for eir Mobile to provide you with the Service.

11.15 If you are an existing eir customer, you consent to eir Mobile accessing your existing customer account details on eir's systems (name, address, credit information, etc.) for the purposes of Processing your eir Mobile application, administering your customer account and provision of the eir Mobile Service to you.

11.16 If you are a new Bill Pay Customer on or after 30th of November 2016 or if you are an existing Bill Pay Customer who enters into a new contract with eir Mobile on or after 30th of November 2016 please note if you allow your account to fall into arrears by not paying your bills in full and on time, information on your payment performance may be shared with other service providers of landline, broadband and mobile services through the provision of the information to a database operated by the service providers called Credit Insights. Other providers of services who also supply information on payment performance of their customers to the Credit Insights database may check this information when you apply for their services in the future to help them assess your credit worthiness. The information shared with Credit Insights includes name, address, date of birth and account details and will be held on the database for 6 years from the date you were shared with Credit Insights. This is a condition of your contract with us.

12. Equipment and Number

You do not own the mobile phone number allocated to you. We can change the number at our discretion and will not be liable for any loss or damage, direct or indirect, which might arise from such change.

The eir mobile SIM Card remains our property at all times. All other Equipment (excluding the eir Mobile SIM Card) shall remain the property of eir Mobile until the expiry of the Minimum Period.

You shall ensure that all eir Mobile instructions (including any instruction manuals relating to the Equipment) are following correctly in using the Equipment and we shall have no liability arising from your failure to follow such instructions. You will maintain the Equipment in good working order. You are solely responsible for the manner in which the Equipment is used.

eir Mobile shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by the Customer, other than the Equipment provided by us, for use in connection with the Services. Any such equipment must be compatible with the Services, these terms and conditions, must not cause damage or loss to the Services, the Network or the Equipment and must be used in accordance with the relevant instructions, safety and security procedures.

13. Move to eir Mobile and Keep your Number (FMNP)

By accepting the terms of the Customer Authorisation, you warrant and represent that you are the person Authorised to instruct eir Mobile to Move your number.

You acknowledge that:

The request to eir Mobile to Move constitutes a request to Move the number to eir Mobile:

Terms and conditions apply to the service being offered and you have read, understood and accepted these terms and conditions;

Only the Number will be Moved;

The Customer Authorisation constitutes notice of termination of any contract with your Current Network Operator, and revokes any previous notice to terminate service with your Current Network Operator, subject to the terms and conditions of that contract.;

The Move terminates service on the mobile number with your Current Network Operator;

The services provided by your Current Network Operator to you, including, without limitation, unused call credit or benefits, tariffs and terms and conditions of use that applied to your service will not be transferred to eir Mobile and eir Mobile does not undertake to provide these;

Any contractual and other obligations, charges and costs due to your Current Network Operator will remain due and owing and shall be subject to settlement by you with the Current Network Operator in accordance with the terms and conditions applying to the provision of that service;

Should you wish to continue using your existing handset, a Network Access Code (NAC), may need to be obtained from your Current Network Operator prior to Moving, in order for your new eir Mobile SIM card to work in your existing handset;

When Moving more than more mobile number, you may receive a call from your Current Network Operator in order to validate the request;

The process will be deemed to commence on the date of signing of the Customer Authorisation Form and it may not be possible to reverse once the Move has started;

If the signatory is not the Owner or the Authorised Representative of the Owner, or if fraudulent or misleading information is supplied, then the signatory will be personally liable for all or any loss or damage arising from the unauthorised transfer of the Number.

Agreement by eir Mobile to Move your number is subject to the validation of the information that you provide and the status of your service with your Current Network Operator. eir Mobile may refuse, or be unable, to process your instructions if:-

The information provided on this Customer Authorisation Form is incorrect or misleading.

The information provided in relation to the Number is not compatible with information held by your Current Network Operator.

There are overdue amounts and outstanding to our Current Network Operator,

eir Mobile does not warrant, or represent the Move will be completed within a particular timeframe.

There may be a period where no Services are available, from either your Current Network Operator or from eir Mobile. eir Mobile will not be liable or responsible for making good any loss, damage, costs or expenses or other liability whether incurred directly, indirectly or as a consequence of loss of these Services. All conditions, warranties and representations, implied by law are excluded to the extent permitted by law.

14. Suspension and Termination of Services

We may terminate or suspend the Services wholly or partially at any time at our Option for any reason including (but not limited to):

If the Network requires modification or maintenance or for security reasons.

If you do not comply with or eir Mobile in its reasonable opinion considers that you are not complying with, the terms of this Agreement, including without limitation clause 6 relating to non – payment of any sums due by out (in which case we reserve the right to charge for reconnection and/or to require revised payment terms or an advance payment or a deposit).

If you are using the Service for commercial resale use; including (but not imitated to) using the Services to make calls to or from any Mobile Gateway. 'SIM box' or similar or related devices.

If you are using the Services, the Equipment (including your eir Mobile SIM Card) or your Number in any way which breaches any security or other safeguards or in any other way which harms or interferes with the Network, Services or the network or systems of any third parties.

Where eir Mobile reasonably believes that you represent a credit risk or are unable to comply with payment obligations; in such cases we reserve the rights to request an interim payment before service will be restored.

If, having made reasonable efforts, we cannot contact you.

Where eir Mobile is of the reasonable opinion that you have provided false or misleading information on your Application, or

If you breach any provision of clause 5 or any provision of the Fair Use Policy.

If we reasonably believe that your account may be used for fraudulent activity based on your usage pattern/in which case you will remain liable to pay all outstanding charges.

For Pay As You Go Customers, if you choose not to apply a minimum of €5.00 of purchased call credit to the Service at least once every 150 days, though for a further 30 days you will continue to receive incoming service. We will lift the suspension during this 30 day period if you top-up by a minimum of €5.00 using any top-up method. Thereafter and up to 13 months from the last top up with purchased credit we will lift the suspension if you contact customer care to top up by a minimum of €5.00 of purchased call credit. Upon expiry of the 13 month period, eir Mobile may unilaterally terminate this Agreement without notice. We will attempt to advise you of an impending suspension if you fail to meet the minimum requirement for applying call credit to the Services. If the Services have been suspended because of a failure to apply such a minimum top-up, eir Mobile will remove any credit remaining on your account

after 240 days from the last top-up event. Additionally, if your account is terminated for any reason, you will lose any call credit remaining on your account at the time the Services are terminated.

You will remain liable for Charges during any period of suspension.

15. Term and Termination

Term and Termination

Term (Bill Pay Customers Only):

The Term of this Agreement shall be for the Minimum Period, running from the date of connection to the Network. This Term and the Minimum Period will be extended for a further period of at least 12 months following any upgrade of your Equipment, which will include the re-execution or new execution of terms, or your acceptance in writing of any new terms and conditions, or extended by a different period as may be agreed in writing by eir Mobile. On expiry of the Term, either party may terminate this Agreement on the giving of 30 days written notice and, in the absence of such notice this Agreement shall be deemed to continue on from month to month to month on the Terms and Conditions herein.

If the contract is terminated during any Minimum Period, you are liable to a termination charge calculated as the sum of the monthly Tariff charges which would otherwise be payable until the end of the relevant Minimum Period.

The above references to Term and Minimum Period do not apply to Bill Pay Lite, which may be terminated by either party, at any time, on the giving of 30 days written notice. In the event that this amount of notice is not received by eir Mobile, you acknowledge that you are liable to a termination charge amounting to one month's Tariff Charges on such tariff and all and any usage on such account until termination.

Termination:

eir Mobile can terminate this Agreement immediately and without notice;

If you do not rectify the reason underlying the suspension of Services pursuant to clause 14 within 30 days of suspensions;

If you fail to pass such credit checks or exceed any credit limit specified by eir Mobile;

If you breach any of the terms of this Agreement or if any information supplied by you to eir Mobile is false or misleading;

If Services have been terminated for any reason identified under clause 14;

If eir Mobile receives a valid request to Move your number from eir Mobile to another Service Provider. You will remain liable for all Charges and other costs due to the date of termination including any applicable termination charges plus any additional interest which accrues.;

If you are adjudicated as bankrupt, becomes insolvent or makes any composition or arrangement with or assignment for the benefit of creditors;

If any meeting of the Customer's creditors is called pursuant to section 587 of the Companies Act 2014 or if the Customer enters into liquidation receivership or examinership or any steps are taken to appoint a liquidator, receiver or examiner to the customer.

In the event of changes notified by eir Mobile to these terms and conditions, you may terminate this agreement, without charge, by serving notice in writing prior to the date of implementation of such changes. You will be deemed to have accepted any implemented changes, by continuing to use the Services.

Upon termination of the Agreement, for any reason, we shall disconnect your Equipment from the Network, you will forfeit and lose any existing call credit applying on your account and eir Mobile will be entitled to ascribe your existing number to another customer or your original/new Network Operator. Exercise of our entitlements shall not prejudice or affect the exercise of any other right or remedy which may be available to eir Mobile.

16. Exclusion of Liability

We will have no liability to you (or to anyone claiming through you) for any direct or indirect or consequential loss (whether or not foreseen or foreseeable) suffered, including loss of profit or loss of goodwill by any reason whatsoever and without prejudice to the generality of the foregoing by reason of (in addition to circumstances stated previously herein):

The suspension or termination of this Agreement or the interruption of, or failure of, eir Mobile in providing the Services, including the connection of any Call made to or by the Equipment.

Any Call made to, or by, the Equipment being overheard or intercepted by a third party.

Any data transmitted to, or by, the Equipment, or Network, being altered, deleted, corrupted or lost.

If we are unable to perform an obligation or provide the Services to you as a result of any factor outside of our control, including but not limited to Acts of God, industrial action, default or failure of a third party, war or Governmental action.

The effects upon you or other users of your Equipment, or upon any electronic or radio systems in equipment, vehicles or aircraft in your vicinity, of any emissions or transmissions to, from, by or through our Network and/or your Equipment.

Any inaccurate or misleading or unlawful information provided to you via the Services.

The acts and/or omissions of other Network Operators.

Unauthorised access to your Equipment. eir Mobile strongly recommends that sensitive information such as Bank PINS, Credit Card Numbers etc, are not stored on the Equipment.

All conditions, warranties and representations implied by law in relation to our provision of Services are excluded to the extent permitted by law. Your rights under the Sale of Goods Act 1893 (as amended) and the Sale of Goods and Supply of Services Act 1980 are not affected.

17. Disputes

If any dispute arises between us concerning the operation or the interpretation of this Agreement, we agree to use all reasonable endeavours to resolve any such dispute through our Customer Care Department but remain at liberty to pursue any lawful means in order to resolve the issue. In certain instances customers may be due compensation or refund arising from use of the Services. A detailed dispute mechanism can be found in eir Mobile's Code of Practice at www.eir.ie. Contact details for all Customer Enquiries can be found on www.eir.ie

18. Severability

All the terms and provisions of this Agreement are distinct and severable, and if any term or provision is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it shall to that extent be deemed not to form part of this Agreement, and the enforceability, legality and validity of the remainder of this Agreement will not be affected; provided that, in any case where as a result of the operation of this clause the rights or obligations of a party are materially altered to the detriment of the party, that party may terminate this Agreement within 30 days from the date of the relevant decision of the relevant court, regulatory or other competent authority. Any waiver, concession or extra time we allow you is limited to the specific circumstances and case in which it was given and does not affect our rights under the Agreement in any other way.

19. Survival and Entire Agreement

Any provisions of this Agreement which are intended by their nature to continue, or to come into effect after termination or suspension, shall survive termination or suspension of this Agreement and continue in full force and effect.

This Agreement (including all related terms and conditions of the Services) constitutes the entire understanding between the parties relating to the subject matter hereof.

20. Jurisdiction

These terms and Conditions and the Agreement shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Courts of Ireland.