

eir Mobile Top-Up Direct Terms and Conditions

1. The following terms and conditions form part of eir Mobile's Top-Up Direct Service ("the Service"). eir's general terms and conditions, to which you have also agreed and eir Mobile's Acceptable Usage Policy ("AUP") available at www.eir.ie combined with these terms below constitute a legally binding agreement between eir ("we/us", "eir") and the Customer ("you/the Customer") for the use of the Service.

2. eir operates the Service in conjunction with a third party service provider, Vesta Payment Solutions Ltd. This Service enables Customers to directly add credit ("Top-Up") to a eir Mobile Pay As You Go ("PAYG") prepaid mobile via permitted payment devices listed below. This Service can be used from an eir mobile by calling 1740, texting "Top Up" to 50022 followed by the amount you wish to Top-Up and the last four digits of your payment device, calling 1890 818 085 from all other fixed and mobile services or by visiting eir.ie (non-PAYG Customers) or www.eir.ie

3. All Customers who wish to use this Service must first register their payment details via 1740 or 1890 818 085 or via the website to set-up an account for the Service whereby you will register your payment device (i.e. your credit/debit card details) and for security and fraud purposes, receive a Username/Password (Non-PAYG Customers) or receive a Top Up Code (PAYG Customers).

4. You must always provide your payment details, mobile phone number and Top Up Code (PAYG Customers) or Username/Password (Non-PAYG Customers) to access and Top Up an eir Mobile PAYG mobile. Note, after three (3) failed attempts to enter an incorrect Top Up Code or Username/Password you will be locked out of your Top Up Direct account whereby you must call us on 1740 or 1890 818 085 to verify and confirm your identity and account details for further access. We will reset your Top-Up Code or Username/Password, however for security and fraud reasons, it is your responsibility to change this immediately.

5. Once you have successfully registered for the Service, funds will be automatically deducted from your selected payment device and credited to the applicable eir Mobile PAYG mobile when Top-Up is ordered through this Service.

6. The minimum Top-Up amount allowed in one transaction is €5.00. The maximum Top-Up amount allowed in one transaction is €60.00. Where no amount is stated in an SMS Top-Up, this will default to and we will credit the account by €20.00. The maximum credit balance allowed on an account at any one time is €200.00. The maximum value of Top Up Direct transactions recorded on a Top Up Direct account per month is €600.00.

7. You may use the following types of payment devices to Top-Up an eir Mobile PAYG account:

- a. VISA (all countries);
- b. MasterCard (all countries); and
- c. Laser/Debit Card (Republic of Ireland only)

8. Until further notice, you cannot use any other payment devices with this Service.

9. Top Up credit is non-refundable, non-exchangeable and non-transferable.

Scheduled Top-Up Services

10. Automatic top up and Scheduled Gifting (“Automatic top up Service(s)”) are available to Customers registered with the Service. You may set up a Scheduled Top Up Service whereby you add credit to either your own PAYG eir mobile (“Automatic top up”) or you add credit to another eir Mobile PAYG mobile (“Scheduled Gifting”). This can be set up so that the Top Up is applied on the same day each week or same date each month.

11. To avail of and register for an Automatic top up Service you must have an Irish mobile number with a Caller Line Identification (CLI) number. To register you must contact us outlined above at Clause 2. You do not have to be an eir Mobile Customer to use the Automatic top up Service. Only one (1) Automatic top up can be set up per mobile number. For the purpose of Schedule Gifting, a maximum of five (5) mobile numbers may be set-up on your registered Top Up account at any one time.

12. You acknowledge that funds will be automatically deducted from your selected payment method and credited to the registered Top Up Direct account when Top-Up is ordered through the Automatic top up Services on the same day each week or date each month and on a rolling basis until and unless you cancel your Scheduled Top Up in accordance with Clause 14 below.

13. Once you have successfully set up Automatic top up, we will send you an SMS to notify you that your registration was successful. This will be followed by a further SMS on the day or date you selected your account to be Topped Up to confirm the Automatic top up amount credited to your registered Top Up Direct account.

14. Once you have successfully set up Scheduled Gifting, we will send you an SMS to notify you that your registration was successful. Each time the phone you set up to receive the scheduled gifted credit (“giftee”) is topped up you will receive an SMS to state the Top Up amount you sent to the Giftee and how much was deducted from your payment device. We will only send the person you registered an SMS to notify them of the amount credited to their mobile phone on the day or date you selected.

15. To amend or cancel your Automatic top up Service, you must give eir a minimum of 24 hours notice, by contacting us on 1740 or 1890 818 085 or via the web and advising our CSR’s that you wish to amend or cancel your Scheduled Top Up Service, before this will be applied and take effect to your registered Top Up Direct account.

16. Calls to 1740 and SMS to 50022 from eir mobiles to access the Service are provided free of charge if made from within the Republic of Ireland and selected countries whilst roaming. Standard roaming rates will apply to calls and texts to the Service numbers above made whilst roaming from all other countries. See eir.ie for full details as to our roaming rates, charges and a list of those selected countries that are free of charge to the Service numbers above. You are advised via 1740 that the Service may not be available whilst roaming in certain countries, with which eir has no roaming agreement or which are listed on eir.ie. eir makes no representation, warranty or guarantee that same will be available. Call charges also apply for calls to the Service using the 1890 818 085 number, which is only accessible within the Republic of Ireland. Details of such call charges, which may be changed from time to time, are listed at eir.ie.

17. eir operates this Service in conjunction with and uses third party service providers, agents and contractors. You acknowledge and accept that eir and its associated third parties must collect personal

data, including without limitation, credit information, from you to register and use the Service and Scheduled Top Up Services. You acknowledge and expressly consent that eir and its associated third parties may collect, process and disclose your personal data, including without limitation disclosing your registered mobile number to your giftee via SMS to notify them of their Scheduled Gift or Once off Top Up Gift. eir and its associated third parties will always process your personal data in strict accordance with the Data Protection Acts 1988 and 2003.

18. eir will not be liable or responsible to you or any third party for any loss or damage you may suffer in relation to your use of this Service and the acts or omissions of our third party service providers, agents or contractors, including without limitation, the processing of customer refunds via the Service. As the registered account owner of that mobile number you are only authorized to set up, amend and otherwise cancel the Service or Automatic top up Services and therefore, accept sole full responsibility for using the Service and Scheduled Top Up Services in accordance with these terms and conditions and hence, keeping your account details and Top Up Codes and Usernames/Passwords safe and secure from loss or theft. In addition, eir will not be liable or responsible for any failure in the Service that may arise as a result of any power disruption or technical fault. eir reserves the right to vary or amend these terms and conditions of the Service in whole or part at any time, where in its opinion there is a valid commercial, technical or operational reason. eir will endeavor to give you reasonable prior notice of any changes to the Service, or its terms and conditions, however please continually check our website for updates to these terms and conditions, as your continued use of this Service will be taken as acceptance of any future changes.