

eir Mobile Simplicity Offer

- 1) The terms and conditions of the eir Mobile Simplicity Offer (the "Offer") are set out below. The terms and conditions are supplementary to eir's general terms and conditions (the "General Terms") of service and Fair Usage Policy, which is available at https://www.eir.ie/opencms/export/sites/default/.content/pdf/terms/Terms_and_Conditions_of_the_eir_Mobile_Service.pdf. In the event of a conflict, the terms and conditions of the Offer shall prevail. You agree to accept the terms and conditions of the Offer each time you top up and opt-in to the offer.
- 2) Only eir Mobile Pay As You Go Customers on Simplicity Offers, ("Customers") who top up by a minimum of €20 or more may avail of 4G capability under the Offer. Customers topping up by €10 during the Offer Period may avail of 3G service subject to additional charges. Under the Offer, Customers, depending on their top up amounts, at their opt-in will receive the following allowances:-
 - i. 3G Offers – Customers topping up by €10 can avail of the following 3G-enabled allowances:
 - ii. 7.5GB Data
 - iii. Or
 - i. Unlimited Calls
 - iv. 4G Offers – Customers topping up by either €20 or €30 can avail of the following 4G-enabled allowances;
 - i. €20 Unlimited Calls and 20GB Data
Or
 - ii. €20 Unlimited Texts and 20GB Data
Or
 - iii. €20 Unlimited Calls and Texts
Or
 - iv. €30 Unlimited Calls, Texts and 20GB Data
- 3) In order to avail of 4G service under a 4G Offer, Customers must be using a 4G compatible handset and a 4G SIM. A list of 4G handsets and applicable prices is as set out on the eir website at www.eir.ie/mobile/prepay/
- 4) Customer can only avail of 4G service when they are operating the service in areas in which 4G coverage is available. eir displays a map which gives an indicative guide to those areas where 4G coverage is available and can be accessed by clicking www.eir.ie/mobile/network
- 5) The Offer is subject to a fair usage policy of 5,000 minutes per 28 day period for voice calls, 5,000 texts per 28 day period for text messages and 7.5GB or 20GB per 28 day period for data. Any usage exceeding these limits or calls that exceed the maximum duration of 60 minutes will be charged at standard rates, the details of which can be found at https://www.eir.ie/group/pricing/eir_mobile/
- 6) If you are in a 2G/3G/4G compatible regions, speeds may vary depending on the number of other people using the network at once. As with existing mobile phone services, coverage can change in tunnels, dips, cuttings, mountains and wooded areas.
- 7) Once a Customer is registered for the Offer, the amount will be deducted from the Customer's account at the start of each twenty eight day period. A minimum balance of €10 in respect of the €10 offer and €20 or €30 in respect of the €20 and €30 Offers

respectively (the “Required Balances”) must be available on the account at the start of each twenty eight day period to apply the Offer for the next twenty eight days, otherwise the customer will be charged at the standard rates. See https://www.eir.ie/group/pricing/eir_mobile/ for details. The next time the Customer tops up by the Required Balances, the Offer is re-activated.

- 8) An automatic SMS will be sent to Customers the day before the Offer expires, reminding Customers to top up to continue to avail of the Offer. eir does not warrant or represent that it shall send such a reminder and it shall not be responsible for any liability incurred by Customers as a result of its failure to do so.
- 9) Customers should allow a maximum of up to one working day after topping up for the Offer to take effect.
- 10) Customers may be asked to power their handsets off or wait 24 hours for the implementation of 4G data speeds following the adoption of a 4G Offer
- 11) 4G is for mobile phone data use only
- 12) Data add-ons bought while on a 4G enabled offer can avail of 4G speeds
- 13) The Offer expires twenty eight (28) days after purchase. Unused minutes, texts and data allowances cannot be carried over from one twenty eight day period to the next.
- 14) The Offer 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. The Offer does not include data sharing and any such usage may be charged in accordance with eir’s applicable standard data rates.
- 15) Customers can use the Offer when roaming within the EEA. The Offer must be active in order for Customers to use their calls, texts and data whilst roaming in EEA countries. Data allowances are subject to fair usage allowances, see https://www.eir.ie/opencms/export/sites/default/.content/pdf/pricing/prepay_pricing.pdf for more details and applicable countries. Customers who do not have an active offer or exceed their allowances when roaming within the EEA will pay the same as their domestic standard rates.
- 16) Customers may only register for one offer at any one time. Customers can switch from this Offer to any other Simplicity offer or Simply Top Up offer by texting the relevant key word to 50104 or on Myeir.ie. Once the Customer has registered for another offer, the Customer will cease to avail of the benefits associated with the previous offer.
- 17) Existing eir Mobile customers can only avail of the offer if they are on, or move to, the eir Mobile Simplicity Offers during the Offer Period; however you acknowledge that you will lose any original discounts or offers under your former eir Mobile Plan once you move to the eir Mobile Simplicity Offers. Additionally, you will lose the benefits and entitlement to the eir Mobile Simplicity Offer should you move to eir Mobile’s Simply Top Up Offers.
- 18) Buy signing up to the Offer, you consent to eir contacting you by SMS to notify you of successful or unsuccessful opt-ins, activations, updates and changes in relation to the Offer as long as they are eligible and remain on the offer. 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 Offer.

- 19) Eligible customers acknowledge that the various offers available on eir Mobile's Simplicity Offers 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. Customers can switch to any other offer under this Plan by duly opting in to the alternative offer and ensuring that their account is topped-up in accordance with the requirements of such other offer. Upon opting-in to any different offer, a Customer's entitlement to this Offer shall automatically cease and the new offer shall be effected after topping-up in accordance with the terms of such offer. You acknowledge that it remains your responsibility to ensure that you are opted-in and you top-up by the correct amount for the applicable offer and customer error will not be reimbursed by eir.
- 20) eir reserves the right to vary or amend these terms and conditions or withdraw the Offer 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 the General Terms or these Offer terms), Fair Usage Policy or the Fair Usage Conditions hereunder
- 21) eir shall not be liable for any loss or damage, direct or indirect, howsoever arising from the Offer, its termination, withdrawal or amendment