eir business Mobile Services Schedule

The supply of Goods/Services under this Schedule is subject to the provisions of the eircom Limited "eir business" Master Terms and Conditions for the Supply of Goods and Services (the "**eir business Master Terms and Conditions**") and all definitions not defined in this Schedule shall have the meaning ascribed to them in the eir business Master Terms and Conditions at eirbusiness.ie/masterterms

1. DEFINITIONS

In this Service Schedule the following terms mean:

1.1 **"Advance Payment"** means a payment by the Customer (excluding Charges) which may be required before the Customer is authorised to use a specific Service to include, but not limited to, international calls, Roaming and Premium Rate Services;

1.2 **"Authorised Individual"** means an individual or individuals who have been delegated authority by the Customer to authorise transactions on behalf of the Customer;

1.3 **"Call"** means a transmission made over the Network for the purpose of communicating a voice or data message (which includes, without limitation, Short Message Service ("SMS"), Multimedia Messaging Service ("MMS"), and usage of Data Sessions;

1.4 **"Call Content"** means the content of any Call received or made by a Customer over the Network;

1.5 **"Customer"** the customer as set out on the Order;

1.6 **"Customer Authorisation Form"** means the form required to process a Move;

1.7 **"Data Session"** means a connection to the Internet or mobile Internet , established using GPRS, 3G/4G/5G/UMTS, or other technologies made available over the Network;

1.8 **"eir business SIM Card"** means the card, meaning a unique mobile telephone number, the related Unlocking Code and Personal Identification Number, used with a handset or other terminal or modem (e.g. PDA/dongle for mobile broadband) to access the Services;

1.9 **"End User"** means the Customer or any an employee of the Customer who is authorised by the Customer to use the Services;

1.10 **"Equipment"** means, unless otherwise specified the handset, or other terminal or modem (e.g. PDA/dongle for mobile broadband), the eir business SIM Card and/or other equipment which is provided by eir business to the Customer pursuant to this Service Schedule in connection with the Services;

1.11 **"Fair Usage Policy (FUP)"** has the meaning as set out in clause 5.8

1.12 **"Minimum Period of Service"** is specified on the Order form and in the absence of such specification a period of not less than twelve (12), months from the Operational Service Date. Each time the Customer adds additional End Users to the Service a new Minimum Period of Service shall automatically commence unless otherwise agreed in respect of that End User;

1.13 **"Mobile Broadband"** means the service which may be provided through specific Equipment, which in conjunction with a personal computer, enables connection to the World Wide Web over eir business's 3G/4G/5G Network;

1.14 **"Move"** means the transfer of a Number from the mobile network of a third party Service Provider, to the Network or a transfer from the Network to a mobile network of a third party Service Provider. "Move" and "Moving " shall be construed accordingly;

1.15 **"Network"** means mobile telecommunications networks and systems used to provide the Services including all the cables, exchanges, transmitters, receivers, computer hardware and software, and other equipment and facilities (excluding equipment owned by the Customer and by other users and Customers of the Services);

1.16 **"Number"** means the unique ten-digit Mobile Station International Subscriber Directory Number (MSISDN) programmed into an eir business SIM Card;

1.17 **"Order"** means the form signed by the Customer which is required to process a Move or new Customer activation;

1.18 **"Premium Rate Services (PRS)"** means premium rate services as defined in the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act 2010;

1.19 **"Previous Service Provider"** means the authorised Service Provider, other than eir business, which, immediately prior to the Customer entering this Agreement and Moving the Number, was supplying services to the Customer through the Number;

1.20 **"Price Plans"** means the various tariff structures applicable to the different Services offered by eir business as set out in the Order or as listed at eirbusiness.ie/mobile/price-plans

1.21 **"Roam/Roaming"** means a Service which allows an End User to use the Equipment on other networks, usually outside the Republic of Ireland;

1.22 **"Service Provider"** means an authorised mobile telephony service provider;

1.23 **"Territory"** means Ireland (excluding Northern Ireland);

1.24 **"Third Party Service"** means any service promoted or provided by third parties to the Customer over the Network;

1.25 **"Traffic Data"** means the information relating to the use of the Services processed 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 (including any identity of the eir business SIM Card), and/or the Networks used; and

1.26 **"Unlocking Code"** means the code to disable security settings that restrict the use of a phone handset to a specific SIM card or to a specific Service Provider's services.

2. SERVICE DESCRIPTION

The eir business proposition consists of Mobile Voice and Mobile Data Services provided over the Network using a range of technologies including 2G, 3G, 4G and 5G. Mobile Voice enables Customers to make and receive voice calls when connected to the Network within the Republic of Ireland and outside the Republic of Ireland by Roaming on international partner networks where available. Mobile Data enables Customers to send or receive data when connected to the Network both within the Republic of Ireland. Mobile Voice and Data Services are available outside the Republic of Ireland on international partner networks where appropriate Roaming agreements are in place.

The Service also offers the following additional features:

2.1 **Bill Analyser**
eir business's Bill Analyser is an online billing analysis tool that enables Customers to analyse their Mobile and Fixed voice bills from a single portal and run reports across usage, costs and performance. Terms and conditions for Bill Analyser are available at, eirbusiness.ie/bill-analyser-terms.

2.2 **WiFi Calling**
WiFi calling is a service offered by eir business to mobile Customers on certain smartphones to allow them to make and receive calls over WiFi networks in any location worldwide, at the same cost as if they were making the call from Ireland. Terms and Conditions for Wifi Calling, which may be amended from time to time, are available at, eirbusiness.ie/wifi-calling-terms.

2.3 **Bulk Text**
Bulk Text is a Third Party Service which consists of an online application which facilitates the sending of bulk SMS's (single SMS to multiple subscribers) with a full suite of features including campaign set up, management and reporting. Terms and conditions for Bulk Text service, which may be amended from time to time, are available at, eirbusiness.ie/mobile/bulk-text-terms.

2.4 **Managed Access Point Name (APN)**
A Third Party managed APN service that provides Customers with a secure method to allow their End Users to connect to their corporate network using their mobile devices. The service provides a secure/non-public, shared APN with a self-service portal to allow Customers to manage their End Users. It also allows Customers to provide End User authentication and monitored Internet access.

2.5 **Indoor Coverage Solutions**
A range of indoor 2G, 3G and 4G coverage solutions are available as a Third Party Service for Customers and are provided for Customers who have a strong external coverage and poor internal coverage due to building materials used. These solutions boost internal coverage using repeaters installed on the Customer's premises.

2.6 **Mobile Device Management**
A Third Party Service software solution that enables Customers to secure, monitor, manage and support mobile smartphone, tablet and laptop devices. Mobile Device Management (MDM)

functionality typically includes over-the-air enforcement of security policies, distribution of applications as well as management of corporate email, security certificates and configuration settings. MDM can apply to both company owned and End User owned devices. Usage of MDM and other provided mobility services will require acceptance of specific End User Agreements for the procured or trialled service in question. Terms and Conditions for Mobile Device Management, which may be amended from time to time, are available at, eirbusiness.ie/mdm-terms.

2.6.1 **Mobile Device Data and Threat Management:** A Third Party Service software solution that enables Customers to manage data usage in real time and also actively monitor, in real-time, mobile data devices for security breaches. Usage of mobile Device Data and Threat Management services will require acceptance of specific End User Agreements for the procured or trialled service in question.

2.6.2 **Mobile Workforce Automation (WFA):** A Third Party Service software solution that enables Customers to manage field force staff via a mobile application downloaded to a mobile device. Typically this involves automated scheduling of tasks to field workers and automation via the mobile application of process steps that were previously manual (e.g. a timesheet form can now be completed and uploaded via the application). Usage of WFA applications will require acceptance of specific End User Agreements for the procured or trialled service in question.

2.6.3 **Data Cost and Threat Management:** A Third Party Service software solution that enables Customers to actively manage data usage and monitor security threats on mobile smartphone devices. Data cost and threat management operates via an application, downloaded to the smartphone device, which interacts with a proxy server on the Internet, that actively monitors all traffic going to the mobile device.

2.7 **Machine to Machine**
Machine to Machine (M2M) refers to SIM cards with specific data only Price Plans, inserted into devices that utilise the data connection for the purpose of communications between such devices and another end point. M2M is typically used to monitor, report and communicate between multiple machines or computer systems.

2.8 **Shared Data**
Shared data which is only available with certain Price Plans refers to data added to an account that can be shared across a number of End Users for either domestic or Roaming data.

2.9 **Device Enrollment**
Bulk deployments of mobile devices may be ordered via the (i) Apple Automated Device Enrollment (ADE), delivered through Apple Business Manager (ABM)) (ii) Android Zero-touch Enrollment program or (iii) Samsung Knox Mobile Enrollment (KME). In respect of any Apple ADE, Samsung KME or Android Zero-touch products supplied under this Agreement, eir business reserves the right to cease supply of these products on 60 days' written notice to the Customer.

2.10 **eir Mobile Security App**
The eir Mobile Security App is an application that protects mobile users of both Android and iOS devices, from online attacks, viruses, spyware and potential sources of threaths and data misuse. The Customer may request to add the eir Mobile Security App to it's eir business account via an eir business Account Manager or via eir business customer support at eirbusiness.ie/contact-us. The terms and conditions relating to the eir Mobile Security App can be found here: eirbusiness.ie/mobile/security-app

3. AGREEMENT

3.1 In the event of any conflict between the terms and conditions of this Service Schedule and the eir business Master Terms and Conditions, these terms and conditions will prevail.

3.2 By completing the Order, the Customer confirms that all the information therein relating to it is accurate and that the Customer accepts that the Goods and Services shall be provided in accordance with this Service Schedule, the eir business Master Terms and Conditions , the Commercial Schedule, the Fair Usage Policy, the terms and conditions of any applicable Price Plan, promotion or service options and any other terms expressly stated to form part of the Service.

4. COMMENCEMENT AND DURATION

4.1 eir business will provide the Services from the Operational Service Date when eir business accepts the Order and the Services shall continue in full force and effect until the Agreement expires or the Agreement is properly terminated by the Customer or by eir business as permitted by the Agreement. Acceptance of the Customer as a Customer is at eir business's sole discretion and eir business shall have no obligation to provide the Customer with any reasons if eir business decides not to accept the Customer as a Customer.

4.2 The Customer may not terminate the Services during the Minimum Period of Service. If the Services are terminated by the Customer during the Minimum Period of Service, the Customer is liable to a termination charge calculated as the sum of the monthly Charges which would otherwise be payable from the date of such termination by the Customer until the end of the Minimum Period of Service. On expiry of the Minimum Period of Service either party may terminate the Services on the giving of thirty (30) days prior written notice to the other.

5. CONDITIONS OF USE

5.1 In order to access the Services using the Equipment the End User must be in an area of the Network covering the Services concerned.

5.1.1 In addition, both The quality and availability of the Services are affected by factors which could cause radio interference, such as

(a) valleys, mountainous terrain, trees, buildings, or other topographical physical obstructions,

(b) atmospheric conditions,

(c) technical faults in the Network including in other telecommunications networks through which the Services may be relayed or other matters beyond eir business's control.

(d) building fabric in the case of indoor use whereby building insulation can negatively impact service and speed.

5.1.2 Certain features/services are dependent on,

(a) Equipment capability (handset, modem/dongle etc.)

(b) distance of End User from a base station

(c) number of End Users active on connected to a base station

(d) location of the Equipment if using indoors

(e) modem WiFi signal strength if using a modem

(f) the End User being located within a 3G, 4G or 5G network and may be unavailable if the End User travels, or is, outside of such a network.

Certain functionality (e.g. video calling) may only be available if the End User is calling another person who is also 3G/4G/5G enabled and within a 3G/4G/5G network.

5.1.3 eir business cannot guarantee that the End User will reach the maximum speed advertised. Speed of Internet connection assumes Network and components are working at optimum speeds and capacity. Delays and jitters in the transmission of data or packet loss can result in a Data Session running slowly, not loading web pages or causing problems with services like VOIP and VPNs. If there is packet loss or delay in a Data Session certain applications may suffer from momentary interruptions of video or audio or alternatively the time to complete a task (such as downloading a file) becomes longer.

5.1.4 Information regarding eir business's estimated maximum attainable mobile internet speed in any particular geographical area is available on the mobile coverage maps published on the eir business Mobile web site from time to time. There are a number of factors that can influence the speed of the Customer's line and the quality or performance of the Service. These are set out at clause 5.1.1.

5.1.5 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 terminate the Service 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 5.1.5 "continuous or regularly recurring" means that the Customer has raised the matter with eir business in accordance with eir business Mobile's Customer Care Code of Practice for Complaint Handling, eir business 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 business.

5.1.6 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.

5.2 eir business may issue reasonable instructions concerning the use of the Services including concerning self-installation of the Services and details as to minimum system requirements.

5.3 Reliance on Call Content is at the Customers sole risk. eir business shall not be responsible for any Call Content sent or received by the Customer. eir business makes no representation as to the quality, accuracy, correctness, completeness or suitability of any Call Content. The Customer acknowledges that Call Content may be protected by copyright, trademark or other Intellectual Property Rights.

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

5.5 Prior approval by eir business is required if the Customer wishes to avail of PRS which can be requested on the Order or by an Authorised Individual contacting the relevant eir business Service Desk number or email address as detailed in 10.1.

5.6 Customer may only make calls to countries which are not on the list of International Barred destinations which are available at eirbusiness.ie/mobile/int-barred-destinations.

5.7 The Services available while Roaming shall depend upon the arrangements between local operators and eir business. eir business reserves the right to change such arrangements from time to time for commercial or geopolitical reasons; such changes will happen without notice and it is the Customer's responsibility to check prior to travelling.

5.8 eir business has developed the Service and the related Price Plans by reference to average customer profiles and estimated customer usage of the Service (particularly the estimated volume and length of free calls likely to be made by users). If, at the absolute discretion of eir business, eir business is of the opinion, that an End User's usage of the Service materially exceeds these estimated use patterns over any month, eir business may contact the Authorised Individual to advise that the End Users usage exceeds eir business's Fair Usage Policy. If the excessive usage continues after receipt of a request to desist from or alter the nature of such usage, eir business reserves the right to suspend, at its absolute discretion, modify or restrict an End Users use of the Service or to withdraw Ender User access to the Service. eir business Fair Usage limits are set out in clause 13 below.

6. EQUIPMENT AND THE NUMBER

6.1 The Customer does not own the Number(s) allocated to it as Numbers are allocated to eir business by the Irish telecommunications regulator, Comreg. On request, eir business will port the Numbers to a different provider on termination of the agreement in bulk or on an individual Number basis, provided all outstanding Charges are paid in full in respect of that Number.

6.2 The eir business SIM Card remains the property of eir business at all times. All other Equipment (excluding Equipment purchased without an associated Price Plan) shall remain the property of eir business until the expiry of the Minimum Period of Service.

6.3 The Customer will ensure that all eir business instructions (including any instruction manuals relating to the Equipment) are followed correctly in using the Equipment and eir business shall have no liability arising from Customer's failure to follow such instructions. The Customer will maintain the Equipment in good working order. The Customer is solely responsible for the manner in which the Equipment is used.

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

7. CUSTOMER OBLIGATIONS

The Customer agrees as follows:

7.1 to provide all information, as may be reasonably required by eir business, to enable eir business to deliver the Services to the Customer and/or in relation to the investigation of any alleged offences relating to the use or provision of the Services;

7.2 not to use (or allow others to use) the Services, the Network or the Equipment:

7.2.1 for any improper, indecent, unlawful, immoral or fraudulent purpose;

7.2.2 to cause any nuisance, injury, offence, or annoyance to any person or for the transmission of material which is, may be or is intended to be defamatory, offensive, abusive, obscene, indecent or menacing;

7.2.3 in a manner which may impinge in any way upon other Customer's ability to use or access the Services or which may damage or put at risk the Network or the Equipment or which, in eir business's absolute discretion makes excessive or unusual demand on the Services or Network;

7.2.4 for the infringement of the Intellectual Property Rights, including but not limited to copyright, of any person;

7.2.5 in a manner which does not comply with any relevant legislation or licence or with any instructions or direction given by eir business from time to time;

7.2.6 in any way which infringes the proprietary rights in any software;

7.2.7 in a manner contrary to this Agreement;

eir business reserves the right to notify any relevant agencies or authorities where the Customer is in breach of the obligations in this sub clause or otherwise;

7.3 that the Services are provided solely for the Customer's use and the Customer will not resell or attempt to resell the Services (or any part of them) to any third party without the prior written consent of eir business;

7.4 that in the case of eir business supplied handsets the Customer will only use such handsets on the Network and not on the network of any other Service Provider (save for Roaming) unless the Customer has been provided with an Unlocking Code by eir business (for Unlocking Code requests please telephone the eir Service Desk number as detailed in 10.1). A Charge may apply for unlocking a handset;

7.5 to maintain the confidentiality of all user details assigned to the Customer to enable the Customer to use the Services or access the Network;

7.6 to comply with the reasonable requests and directions of eir business concerning the use of the Services;

7.7 to promptly notify eir business in writing or contact the eir business Service Desk as detailed in 10.1. to inform eir business of any change of name, address or other contact details from these provided in the Order;

7.8 to notify the eir business Service Desk as detailed in 10.1 if Equipment (in particular the eir business SIM Card) is lost or stolen or the eir business SIM Card is damaged. The Customer will remain liable for all Charges incurred until the Customer does so. eir business will provide a replacement eir business SIM Card to the Customer and the Customer may be liable to pay a charge of up to fifteen euro, including VAT (€15 inc. VAT) for the replacement eir business SIM Card;

7.9 to promptly pay all Charges in accordance with clause 8;

7.10 to ensure that all persons having access to the Services or the Equipment comply with this Agreement. The Customer is responsible for the acts and omissions of its employees and agents and any other person the Customer authorises or allows to use the Services or the Equipment from time to time and the Customer shall be liable for any failure by such person to comply with this Agreement;

7.11 not to use the Services in any manner which is contrary to the Irish Cellular Industry Association's Code of Practice; and

7.12 If the Customer opts for APN Services:

7.12.1 eir business shall not be responsible for any loss of revenue or corporate data arising due to security breaches on the APN;

7.12.2 eir business shall not be liable for corporate policy infringement arising due to a Customer's employees by-passing the Managed APN;

7.12.3 In the event of cancellation by Customer of the Managed APN subscription the charges shall continue to apply until the expiry of the Minimum Period of Service; and

7.12.4 It is the responsibility of the Customer to manage and host the VPN agent application.

8. PAYMENT, CHARGES AND PRICE PLANS

8.1 eir business will commence billing for all recurring Charges once the eir business SIM is activated. The eir business SIM will be automatically activated 20 Business Days from the date of delivery unless the Customer self-activates the eir business SIM by inserting the eir business SIM into the handset supplied and making a call or commencing a Data Session.

8.2 The Customer must pay for all Charges incurred through eir business SIM Cards related to the Order. eir business will make every effort to ensure that all messages are delivered, however the Customer will be liable for all Charges in respect of any MMS and SMS messages that are not delivered.

8.3 eir business may vary the Charges of any of its Price Plans at any time at its discretion. In the event that Charges are varied notification of such changes will be posted at eirbusiness.ie/mobile/price-plans, and/or notified to the Customer by SMS, by e-mail or by post.

8.4 eir business reserves the right, in its sole discretion, at all times to migrate the Customer to other Price Plans, to amend or vary the terms and conditions of a Price Plan or to withdraw or terminate a Price Plan, generally in whole or part, at any time from any Customer, on reasonable notice.

8.5 eir business will invoice for the Services monthly in advance for fixed Charges, and monthly in arrears for connection, calls, SMS messages, data units and other non-fixed Charges. Payment is due on the date specified on the invoice. eir business reserve the right to include Charges from a prior billing period in any invoice where the time period for calculation of the appropriate usage rate makes this necessary. eir business will send all invoices and notices to the Customer billing address shown on the Order unless the Customer informs eir in writing or calls the Service Desk as detailed in 10.1. to inform eir of any change.

8.6 Every invoice and notice from eir business to the Customer will be deemed served 48 hours after posting, or on earlier proof of delivery. eir reserve the right to contact the Customer directly

through SMS, by e-mail, by post or by telephone in relation to overdue payments and to fix a credit limit on the Customer's account and to discontinue the Services without notice if the limit is exceeded.

8.7 Subject to eir business's approval the Customer may apply to change to a different Price Plan during the Minimum Period of Service with effect from the beginning of any billing period. The Customer can change to a different Price Plan without approval after the conclusion of the existing Minimum Period of Service, with effect from the beginning of any billing period, or upon settlement of termination charges for the Customer's prior Price Plan in accordance with clause 12, unless eir business specify otherwise, and where, at the time of requesting or effecting the change, the Customer does not have unpaid amounts owing.

8.8 eir business may apply a limit to the amount of unpaid Charges that the Customer may incur and may alter this limit from time to time and may consolidate Customer accounts for the purpose of aggregating any balance due. The Customer remains liable for all charges incurred by multiple users on the account.

9. REPAIRS

9.1 eir business's policies concerning repairs, which may be amended from time to time are available at eirbusiness.ie/mobile/returns-and-repairs-policy and shall apply to the Order.

9.2 Should a handset fail to operate correctly under normal usage, the handset will be returned to our authorised handset repair partners and repaired under Warranty only.

10. SERVICE LEVEL AGREEMENT

10.1 **Service Desk Support Hours**

Telephone support and email support is available during the following times (IST in summer, UTC in winter):

Hours of cover	08:00-18:00 Mon-Fri (exc. Bank Holidays)	24*7 (inc. Bank Holidays)
All Customers:	Phone: 1921/1800 255 255 From abroad dial: +353 1 711 6011 email: mobile@eirbusiness.ie	Phone: 1921/1800 255 255 From abroad dial: +353 1 711 6011 email: mobile@eirbusiness.ie

10.2 **Mobile Care Service Level Targets**

10.2.1 Telephone support: Calls answered within 10 seconds

10.2.2 Incident acknowledgement: Incidents are acknowledged within 30 minutes of logging

10.2.3 Case management:

All incidents and requests are logged, tracked, and managed through to resolution with full audit trail and reference ID

- Tickets are categorised to ensure correct handling and routing
- Tickets are assigned unique reference numbers for tracking and audit purposes
- Tickets are assigned to relevant internal or 3rd party team for investigation, processing & Fulfilment
- Confirm will be provided to the customer that the service has been completed and operating as expected
- Provide a period of heightened monitoring and escalation where necessary
- Progress will be tracked to completion and escalation or expedited handling will be applied where necessary.

eir business will use reasonable endeavours to resolve incidents as quickly as practicable based on service impact and severity.

10.3 **Escalation Management**

10.3.1 eir business recommends that Customers consider the following conditions when triggering the escalation process:

- Where incident or change is in jeopardy or has already breached Service Level Targets (SLT).
- If Customer believes that either the nature or impact of the issue is more serious than initially thought.
- If Customer is dissatisfied with the progress of a particular incident or outage.

10.3.2 Escalations relating to Service issues can be initiated by contacting the Service Desk and requesting an escalation via the Operations Manager who will discuss the situation with the person requesting the escalation and take whatever action is agreed between them. Escalations will be dealt with according to the escalations matrix at eirbusiness.ie/escalations-matrix

10.3.3 For escalations relating to non-Service issues, Customer should refer to their account manager.

10.3.4 It is at the discretion of the Customer to decide whether or not an issue requires escalation. The Customer may request the assistance of their account manager at any time during the escalation process.

10.4 **Loss of Phone/Device**

Service can be immediately barred via Self Service Portal, or contacting the Service Desk as set out in 10.1

10.5 **Change Request Management**

Standard change requests include such items as the addition of a new Customer user, deletion of an existing Customer user, password re-set and change of billing address. Standard changes can be made over the phone with an agent by calling the relevant number in 10.1 above.

Requests for changes that require design authority or out of hour's activity to complete are not within the scope of a standard change.

11. MOVE TO EIR BUSINESS

11.1 By accepting the terms of the Order, the Customer warrants and represents that the Authorised Individual is the person authorised to instruct eir to Move the Number(s) on behalf of the Customer.

The Customer acknowledges that:

11.1.1 only the Number(s) will be Moved;

11.1.2 the completion of the Order shall constitute notice of termination of any agreement with the Customers' Previous Service Provider(s), subject to the terms and conditions of that agreement;

11.1.3 the services provided by the Customer's Previous Service Provider to the Customer, including, without limitation, unused call credit or benefits, tariffs and terms and conditions of use that applied to the Customer's service will not be transferable or transferred to the Services;

11.1.4 contractual and other obligations, charges and costs due to the Customer's Previous Service Provider will remain due and owing and shall be subject to settlement by the Customer with the Previous Service Provider in accordance with the terms and conditions applying to the provision of that service; and

11.1.5 the process will be deemed to commence on the date of signing of the Order and it may not be possible to reverse the process once the Move has started.

11.2 If the signatory is not the Authorised Individual and the person legally entitled to request the Service Provider to Move the Number or a person or entity authorised to complete the Order, 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.

11.3 eir business may refuse to process the Customer instructions if:

11.3.1 the information provided on the Order is incorrect or misleading;

11.3.2 the information provided in relation to the Number is not compatible with information held by the Customer's Previous Service Provider;

11.3.3 there are overdue amounts outstanding to the Customer's Previous Service Provider. eir does not warrant or represent that the Move will be completed within a particular timeframe. There may be a period where no Services are available, from either the Customer's Previous Service Provider or from eir business. eir business 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 the unavailability of the Services or services from a Previous Service Provider.

12. SUSPENSION AND TERMINATION

12.1 eir business may terminate or suspend the Services wholly or partially at any time at its option on any of the following grounds:

12.1.1 if the Network requires modification or maintenance or for security reasons or if for technical reasons it is not possible to provide the Services;

12.1.2 any breach by the Customer of these terms and conditions of this Agreement including but not limited to the following

(a) if the Customer does not comply with, or eir in its reasonable opinion considers that the Customer is not complying with, the terms of this Agreement, including without limitation clause 7 or non-payment of any sums due by the Customer (in which case eir reserve the right to charge for reconnection and/or to require revised payment terms or Advance Payment or Deposit);

(b) if the Customer is using the Services for commercial resale use;

(c) if the Customer is using the Services, the Equipment (including the eir SIM Card) or the Customer 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;

(d) where eir business reasonably believes that the Customer is unable to comply with payment obligations;

(e) if, having made reasonable efforts, eir business cannot contact the Customer;

(f) where eir business is of the reasonable opinion that the Customer has provided false or misleading information on the Order; or

(g) if the Customer breaches any provision of clause 5.

12.2 The Customer will remain liable for Charges during any period of suspension.

12.3 eir business may terminate this Agreement immediately:

12.3.1 if the Customer does not rectify the reason underlying the suspension of Services pursuant to clause 12.1 within 30 days of suspension;

12.3.2 if the Customer fails to pass such credit checks or exceed any credit limit specified by eir business;

12.3.3 if the Customer fails to pay any sums due under this Agreement by the due date;

12.3.4 if the Customer breaches any of the terms of this Agreement or if any information supplied by the Customer to eir is false or misleading;

12.3.5 if eir business believe, on reasonable grounds, that the Customer is unable to pay the Charges; and

12.3.6 if eir business receive a valid request to Move the Customer Number from eir to another Service Provider. The Customer will remain liable for all Charges and other costs due up to the date of termination, including any applicable termination Charges, plus any additional interest which accrues.

13. FAIR USAGE POLICY LIMITS

13.1 FUP limits are applied to all unlimited Price Plans based on a mix of different destinations. The FUP limits are applied per End User per billing period. PRS calls are excluded from FUP limits as they are charged separately.

13.2 Any roaming in the EEA is subject to Regulation (EU) No 531/2012, as amended by Regulation (EU) 2015/2120 and Commission Implementing Regulation (EU) 2016/2286 (Retail Roaming Guidelines).

13.3 Within the EEA, End Users are not permitted to permanently Roam. Such End Users are subject to a time and volume based Roaming FUP which may result in a surcharge on Roaming calls, SMS and Data usage if the total duration of Roaming presence exceeds the total duration of domestic presence i.e. within the Republic of Ireland, and the total volume of Roaming usage exceeds the total volume of domestic usage, in any given four month period. Customers will be advised two weeks in advance of the imposition of such Roaming surcharges. This is in addition to any volume based roaming limits that may apply to the data allowance associated with your Price Plan.

13.4 For outbound international calling and roaming outside of the EEA, the expectation is that 80% of monthly usage of data, minutes and texts will be internal to the Republic of Ireland. Outbound international calling and texting and/or non-EEA roaming data, calling or texting usage may be deemed by eir to be excessive if it exceeds 20% of overall monthly usage for that usage type (data, minute or texts).

13.5 If, at the absolute discretion of eir business, eir business is of the opinion, that an End User's usage of the Service materially exceeds these estimated use patterns over any month, eir business may contact the Authorised Individual to advise that the End Users usage exceeds eir's Fair Usage Policy. If the excessive usage continues after receipt of a request to desist from or alter the nature of such usage, eir business reserves the right to suspend, at its absolute discretion, modify or restrict an End Users use of the Service or to withdraw End User access to the Service.

13.6 The FUP limits in relation to data usage are as set out in the Order for each relevant Price Plan. Should End User data usage exceed any of the relevant FUP limits data speeds may be reduced or additional Charges may apply as set out in the Order.

eir business reserves the right to amend the FUP limits as may be required to protect its network or defend against fraud on international partner networks.