

Terms & Conditions for the provision of telecommunications services by eircom mobile

1. Definitions

In this Agreement the following terms mean:

“**Acceptable Use Policy**” means the policy setting out the conditions of use for the Services as published by eircom mobile from time to time and available on www.eircom.ie/mobile or by request to 1 Heuston South Quarter, St. John’s Road, Dublin 8 as such policy may be amended from time to time;

“**Advance Payment**” means a payment by the Customer (excluding Charges) which may be required before the Customer is authorised to use specific Services to include, but not limited to, International Calls, Roaming and Premium Rate Services;

“**Application**” means 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);

“**Bill Pay Service**” means the postpaid eircom mobile service whereby the Customer is charged for Services already availed of;

“**Business Day**” means a day (other than a Saturday or a Sunday or public holiday in Ireland) on which clearing banks are generally open for business in Dublin;

“**Call**” means a transmission made over the Network for the purpose of communicating a voice or data message (which includes, without limitation, short text messages (“**SMS**”), multi-media messages (“**MMS**”), and usage of Data Sessions);

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

“**Charges**” means the charges for the Services, whether Bill Pay Service or Pre Pay Service, as specified on www.eircom.ie/mobile, including, but not limited to, connection charges, monthly rental, or tariff charges, call charges, modem 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**” means the individual or entity named on the Application and any person reasonably appearing to us to be acting with such individual’s or entity’s authority;

“**Customer Authorisation Form**” means the form required to process a Move;

“**Customer Code of Practice**” means the code of practice relating to the use of the Services and the Network as available on www.eircom.ie/mobile as may be amended from time to time;

“**Data Session**” means a connection to the internet or mobile internet (“**WAP**”) established using GPRS, 3G/UMTS, or other technology made available over the Network;

“**Deposit**” means a payment made by the Customer to us before or after connection to the Network, as security for payment of Charges;

“**eircom Group Company**” means eircom Limited or any company controlled by, or controlling, eircom Limited, including without limitation Meteor;

“**eircom mobile SIM Card**” means the card, bearing a unique mobile telephone number, the related personal 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;

“**Equipment**” means, unless otherwise specified, the handset or other terminal or modem (e.g. PDA / dongle for mobile broadband), the eircom mobile SIM Card and/or any other equipment which is provided by eircom mobile to the Customer pursuant to this Agreement in connection with the Services;

“**Fair Usage Policy**” mean the fair usage policy as applicable to the Services as displayed on www.eircom.ie/mobile as may be amended from time to time;

“**Location Data**” means the information indicating the geographic position of the Equipment;

“**Minimum Period**” means the period of 12 months or 18 months (as stated under the Application or applicable Tariff Plan) commencing on the later of the date on which the Service is first made available to the Customer pursuant to this Agreement or from any re-execution or new execution of this Agreement or written acceptance of new terms;

“**Move**” means the transfer of the Number used by you on a mobile network of a third party Service Provider, to the Network or from the Network to a mobile network of a third party Service Provider and “**Move**” and “**Moving**” shall be construed accordingly as the context requires;

“**Network**” means the Meteor 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 (excluding equipment owned by the Customer and by other users and customers of the Services);

“**Number**” means the unique ten-digit Mobile Station International Subscriber Directory Number (MSISDN) programmed into an eircom mobile SIM Card;

“**Pre Pay Service**” means the pre paid eircom mobile service whereby the Customer is charged for Services to be availed of;

“**Previous Service Provider**” means the authorised Service Provider, other than eircom mobile, which, immediately prior to the Customer entering this Agreement and Moving the Number, was supplying services to the Customer through the Number;

“**Promotion**” means any promotional offer available to the Customer (as may be published from time to time and available on www.eircom.ie/mobile);

“**Roam/Roaming**” means an optional Service which allows you to use the Equipment on other networks, usually outside the Republic of Ireland;

“**Service**” means the services specified by you in your Application to be provided by eircom mobile to you on the terms and subject to the conditions of this Agreement;

“**Service Provider**” means an authorised mobile telephony service provider;

“**Tariff Plans**” means the various tariff structures applicable to the different Services offered by eircom mobile and available to the Customer (as published by eircom mobile periodically and available on www.eircom.ie/mobile);

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

“**Traffic Data**” means the information relating to your 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 the identity of the eircom mobile SIM Card) and/or the Networks used; and

“**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. Agreement

- 2.1 These terms and conditions together with your Application, the Acceptable Use Policy, the Fair Usage Policy, the Customer Code of Practice, the terms and conditions of any applicable Tariff Plan, Promotion or service options and any other terms expressly stated to form part of this Agreement constitute a legally binding agreement (the “**Agreement**”) between eircom Limited of 1 Heuston South Quarter, St. John’s Road, Dublin 8 (“**we/us/eircom mobile**”) and the Customer (“**you**” or “**Customer**”) for the provision of any Services by eircom mobile to the Customer whether as agent for Meteor Mobile Communications Limited (trading as Meteor) of 4030 Kingswood Avenue, Citywest Business Park, Naas Road, Dublin 24 (“**Meteor**”) or otherwise.
- 2.2 By completing the Application, you confirm that all information therein relating to you is accurate and that you accept these terms and conditions of service.

3. Commencement and duration

- 3.1 This Agreement is effective from (i) in the case of Bill Pay Services the time we have accepted your Application; or (ii) in the case of Pre Pay Services the time the Customer is given access to the Network, and shall continue in full force and effect thereafter until properly terminated by you or by eircom mobile as permitted by this Agreement. Acceptance of you as a Customer is at our discretion and no reason will be provided to you if we do not accept you as a Customer.
- 3.2 You may not terminate this Agreement during the Minimum Period. If the contract is terminated by you during the Minimum Period, you are liable to a termination charge calculated as the sum of the monthly Charges which would otherwise be payable from the date of such termination until the end of the Minimum Period. On expiry of the Minimum Period either party may terminate this Agreement on the giving of 30 days prior written notice to the other party.
- 3.3 Pre Pay Services may also be terminated if you fail to apply a minimum of €5.00 of purchased call credit to the Service at least once every 330 days, though for a further 30 days you will continue to receive incoming service. During this 30 day period the suspension will be lifted if a minimum of €5.00 of purchased call credit is applied to the Services. Upon expiry of this 30 day period we 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. You will lose any call credit remaining on your account at the time the Services are terminated.

3.4 If you are a consumer concluding a distance contract within the meaning of the EC (Protection of Consumers in Respect of Contracts made by means of Distance Communication) Regulations 2001 you shall, on written notice to us and subject to returning all Equipment to us, have the right to terminate the Services within seven Business Days of us accepting your Application, subject to you not having used the Services. The Customer shall remain liable for any Charges incurred prior to such termination.

3.5 This Agreement is personal to you. You may not assign this Agreement without the prior written consent of eircom mobile. We may assign, novate or create security over this Agreement to any eircom Group Company or to any third party without consent.

4. Service

4.1 We will use reasonable efforts once you have received your eircom mobile SIM Card to connect and activate your eircom mobile SIM Card within one Business Day, or as soon as practicable thereafter and to make Services available to you at all times. In order to access the Services using the Equipment you must be in an area of the Network covering the Services concerned. Certain features / services are dependent on your being located within a 3G network and may fall from use, or be unavailable, if you travel, or are, outside of such network. In addition, both quality and availability of the Services are affected by factors which could cause radio interference, such as physical obstructions, atmospheric conditions, technical faults in the Network including in other telecommunications networks through which the Services may be relayed or other matters beyond our control. We cannot guarantee that you will reach maximum speed advertised. 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.

4.2 eircom mobile may issue reasonable instructions concerning the use of the Service including concerning self-installation of the Service and details as to minimum system requirements.

4.3 Reliance on Call Content is at your sole risk. eircom mobile shall not be liable for any Call Content sent or received by you. eircom mobile makes no representation as to the quality, accuracy, correctness, completeness or suitability of any Call Content. You acknowledge that Call Content may be protected by copyright, trademark or other intellectual property rights.

4.4 eircom mobile makes no representation and gives no warranty as to the performance of any Third Party Services. We may withdraw access to 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 Third Party Services. eircom mobile may be required to bill you for such services. This provision includes, but is not limited to, the use of the Services to access third party websites not controlled by eircom mobile. eircom mobile accepts no responsibility for same, their content or services and no endorsement or approval of such sites by eircom mobile may be implied.

4.5 You can only Roam once your request to Roam has been approved by us. Roaming can be requested on your Application or by contacting our Customer Care team on 1800 29 97 99 (for businesses) and 1800 69 00 00 (for consumers). The Services available while Roaming shall depend upon the arrangements between local operators and eircom mobile.

5. Equipment and the Number

5.1 You do not own the 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.

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

5.3 You shall ensure that all eircom mobile instructions (including any instruction manuals relating to the Equipment) are followed 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.

5.4 eircom mobile shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by the Customer, rather than the Equipment provided by us, 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.

6. Your obligations

You agree as follows:

6.1 to provide all information, as may be reasonably required by eircom mobile, to enable us to deliver the Services to you and/or in relation to the investigation of any alleged offences relating to the use or provision of the Services;

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

(a) for any improper, indecent, unlawful, immoral or fraudulent purpose;

(b) 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;

(c) 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 the absolute discretion of eircom mobile makes excessive or unusual demand on the Service or Network;

(d) for the infringement of the intellectual property rights of any person;

(e) in a manner which does not comply with any relevant legislation or licence or with any instructions or direction given by eircom mobile from time to time; or

(f) in a manner contrary to this Agreement (including the Acceptable Use Policy, the Fair Usage Policy and the Customer Code of Practice);

6.3 to indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings howsoever arising from or in connection with use of the Service, the Network or the Equipment in breach of clause 6.2;

6.4 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 eircom mobile;

6.5 to only use an eircom mobile handset on the Network and not on the network of any other Service Provider (save for Roaming) unless you have been provided with an Unlocking Code by us (please contact our Customer Care team on 1800 29 97 99 (for businesses) and 1800 69 00 00 (for consumers). A Charge may apply for unlocking your handset;

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

6.7 to comply with the reasonable requests and directives of eircom mobile concerning the use of the Services;

6.8 to promptly notify eircom mobile in writing of any change of name, address or other contact details from these provided in your Application;

6.9 to tell us immediately if your Equipment (in particular your eircom mobile SIM Card) is lost or stolen or your eircom mobile SIM Card is damaged. You will remain liable for all Charges incurred until you do so. We will provide a replacement eircom mobile SIM Card to you and will charge you €15 for the replacement eircom mobile SIM Card;

6.10 to promptly pay all Charges in accordance with clause 7; and

6.11 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 authorise 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.

7. Payment, Charges and Tariff Plans

7.1 You are liable to pay for all Charges incurred through your eircom mobile SIM Card whether or not incurred by you personally. Whilst eircom 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 and SMS messages that are not delivered.

7.2 Services may be available on the basis of different Tariff Plans with different rates of Charges. We may vary the Charges at any time at our discretion. In the event that Charges are varied we will post notification of such changes on our web site, in-stores and/or notify you through the Services (e.g. SMS), by e-mail or by post. You may therefore not receive notification if we have no contact details for you. Details of Tariff Plans and Charges are available on www.eircom.ie/mobile or by request to 1 Heuston South Quarter, St. John's Road, Dublin 8.

7.3 eircom mobile reserves the right, in its sole discretion, at all times to migrate customers to other Tariff Plans, to amend or vary the terms and conditions of a Promotion or to withdraw or terminate a Promotion, generally in whole or part, at any time from any Customer, on reasonable notice. For the latest terms and conditions of a Promotion, please visit www.eircom.ie/mobile.

7.4 The Customer will be liable to pay VAT on the Charges.

7.5 We will invoice Bill Pay Services monthly in advance for fixed Charges, and monthly in arrears for connection, calls, text messages (SMS), data units and other non-fixed Charges. Payment is due on the date specified on the invoice. We 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. We will send all invoices and notices to your billing address shown on your Application unless you tell us in writing of any change.

7.6 Every invoice and notice from us to you will be deemed served 48 hours after posting or on earlier proof of delivery. 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 through the Services (e.g. SMS), by e-mail, by post or by telephone in relation to overdue payments and to fix a credit limit on your account and to discontinue the Services without notice if the limit is exceeded.

7.7 Customers of Bill Pay Services may apply to change from one Tariff Plan to a higher Tariff Plan with effect from the beginning of any charging period by giving us at least 30 days advance written notice or calling customer care. You can only change to a lower Tariff Plan after 6 months have passed since you signed up to your current Tariff Plan or last upgraded your handset, unless eircom mobile, in its sole discretion, specifies otherwise.

7.8 We can seek an Advance Payment and/or Deposit to enable you to Roam or to access some or all of the Services or Third Party Services. In addition, pending credit checking, we may seek an Advance Payment and/or Deposit to enable you to Roam or to access the Services or Third Party Services. We may set off such amounts against any amounts due by you to eircom mobile or any eircom Group Company, including Meteor.

7.9 eircom mobile may apply a limit to the amount of unpaid Charges that you may incur and may alter 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.

7.10 In the event that payments under this Agreement are overdue, eircom mobile reserves the right to suspend or disconnect the Services and/or other telecommunications services, including fixed line services, supplied by an eircom Group Company to the Customer.

7.11 You agree that we may freely transfer existing and/or future debts to or from any accounts held by you with any other eircom Group Company 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 (or continuing accuracy) thereof.

7.12 If you are a customer of a Pre Pay Service and have 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 any balance owed to us.

7.13 As a Pre Pay Service Customer, you are entitled to a maximum amount of €280 call credit on your account at any one time.

8. Insurance

We may offer you insurance to cover accidental damage to and loss of certain of the Equipment. This policy will be subject to its own terms and conditions and will be 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

eircom mobile's policies concerning repairs and refunds, which may be amended from time to time, are available at www.eircom.ie/mobile and shall apply to this Agreement.

10. Directory Services and Caller ID

Unless you specify otherwise we will exclude you from the National Directory listing when you avail of an eircom mobile Service. The Network may allow the display of your telephone number on receiving handsets, unless you have requested us to refrain from doing so.

11. Use of Customer Information

11.1 This clause 11 sets out how eircom mobile and each eircom Group Company comply with our obligations under the Data Protection Acts 1988 and 2003.

11.2 We collect and process personal data for legitimate business purposes undertaken by eircom Group Companies which are connected with the delivery of the Services to you. 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. We may also process your personal data for the following purposes:

- (a) to monitor or record calls to or from our customer services department for training and quality purposes and in order to track reported problems;
- (b) to prevent, detect and investigate fraud or any other criminal activity;
- (c) to investigate improper use of the Services or the Network; or
- (d) to assess and profile your network and billing history for Tariff Plans, statistical and customer service purposes.

11.3 Your data may be shared with third parties such as other network operators or lawful authorities for these reasons.

11.4 Subject to the preferences you express when applying for the Services, eircom mobile and each eircom Group Company may contact you by post, telephone, e-mail, SMS or otherwise through the Services, both during and after termination of this Agreement, in order to inform you about new products and services, developments, Promotions, special offers and any discounts which may be of interest to you. This may include our own products and services, those provided by related companies and those provided by third parties. You may opt out of receiving such communications at any time by phoning 1800 29 97 99 (for businesses) or 1800 69 00 00 (for consumers) or texting "unsub" to 50003

11.5 You have the right to obtain a copy of any personal data which we hold about you. If you wish to avail of this right, please submit a written request to eircom mobile, 1 Heuston South Quarter, St. John's Road, Dublin 8. You also have the right to correct any details relating to you which are incorrect.

11.6 While your personal data will normally be held within the European Economic Area ("EEA"), if you travel with your mobile device outside of the EEA, you consent to the processing and transfer of your personal data outside of the EEA to the extent necessary to continue to provide you with the Service.

12. Move to eircom mobile – Keep Your Number

12.1 By accepting the terms of the Customer Authorisation Form, you warrant and represent that you are the person authorised to instruct eircom mobile to Move the Number. You acknowledge that:

- (a) only the Number will be Moved;
- (b) the completion of the Customer Authorisation Form shall constitute notice of termination of any agreement with your Previous Service Provider, subject to the terms and conditions of that agreement;
- (c) the services provided by your Previous Service Provider 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 transferable or transferred to your eircom mobile Services;
- (d) contractual and other obligations, charges and costs due to your Previous Service Provider will remain due and owing and shall be subject to settlement by you with the Previous Service Provider in accordance with the terms and conditions applying to the provision of that service; and
- (e) 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 the process once the Move has started.

12.2 If the signatory is not the person legally entitled to request the Service Provider to Move the Number or a person or entity authorised to complete the Customer Authorisation Form, 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.

12.3 eircom mobile may refuse to process your instructions if:

- (a) the information provided on the Customer Authorisation Form is incorrect or misleading;
- (b) the information provided in relation to the Number is not compatible with information held by your Previous Service Provider;
- (c) there are overdue amounts outstanding to your Previous Service Provider. eircom mobile 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 your Previous Service Provider or from eircom mobile. eircom 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 the unavailability of the Services or services from a Previous Service Provider.

13. Exclusion of Liability

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

- (a) the suspension or termination of the Services or this Agreement or the interruption of or failure of eircom mobile to provide the Services including connecting any Call made to or by the Equipment or failing to make a mobile broadband connection through the Equipment;
- (b) any Call made to or by the Equipment being overheard or intercepted by a third party;
- (c) any data transmitted to or by the Equipment being altered, used or lost;
- (d) any failure, interruption, delay, suspension or restriction in performing its obligations under this Agreement arising as a consequence of circumstances outside its reasonable control (including but not limited to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority (whether local, national, international or supranational), an act of default of any third party, supplier, agent or other person, strikes, work stoppages or labour disputes;
- (e) the effects upon you or other users of the Equipment, or upon any equipment, vehicles or aircraft in your vicinity, of any emissions or transmissions to, from, by or through the Network and/or the Equipment;
- (f) inaccurate or misleading or unlawful information provided to you via the Services;
- (g) the acts and/or omissions of other Service Providers;
- (h) any error or omission in any directory published by us, or on our behalf, containing Customer details (including without limitation the national directory database of subscribers for publicly available telephone services); or
- (i) unauthorised access to the Equipment. eircom mobile strongly recommends that sensitive information such as bank PINS, credit card numbers etc, are not stored on the Equipment.

13.2 eircom mobile has no control over the telecommunications systems of other networks and makes no representation and gives no warranty as to the performance or provision of the Services when being relayed through such networks or when Roaming.

13.3 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 (as amended) are not affected.

14. Suspension and Termination

14.1 eircom may terminate or suspend the Services wholly or partially at any time at our option for any reason including:

- (a) if the Network requires modification or maintenance or for security reasons or if for technical reasons it is not possible to provide the Services;
- (b) if you do not comply with, or eircom mobile in its reasonable opinion considers that you are not complying with, the terms of this Agreement, including without limitation clause 6 or non-payment of any sums due by you (in which case we reserve the right to charge for reconnection and/or to require revised payment terms or Advance Payment or Deposit);
- (c) if you are using the Services for commercial or resale use;
- (d) if you are using the Services, the Equipment (including your eircom 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;
- (e) where eircom mobile reasonably believes that you are unable to comply with payment obligations;
- (f) if, having made reasonable efforts, we cannot contact you; or
- (g) where eircom mobile is of the reasonable opinion that you have provided false or misleading information on your Application.

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

14.3 eircom mobile may terminate this Agreement immediately:

- (a) if you do not rectify the reason underlying the suspension of Services pursuant to clause 14.1 within 30 days of suspension;
- (b) if you fail to pass such credit checks or exceed any credit limit specified by eircom mobile;
- (c) if you fail to pay any sums due under this Agreement by the due date;
- (d) if you breach any of the terms of this Agreement or if any information supplied by you to eircom mobile is false or misleading;
- (e) if we believe, on reasonable grounds, that you are unable to pay the Charges;

(f) if we receive a valid request to Move your number from eircom mobile to another Service Provider. You 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;

(g) if you are adjudicated as bankrupt, become insolvent or make any composition or arrangement with or assignment for the benefit of creditors; or

(h) if any meeting of the Customer's creditors is called pursuant to section 266, of the Companies Act 1963 (as amended) 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.

14.4 Upon termination of the Agreement we shall disconnect your Equipment from the Network. Exercise of our entitlements shall not prejudice or affect the exercise of any other right or remedy which may be available to eircom mobile.

15. Disputes

If you wish to raise a dispute with us in relation to this Agreement, please refer for full detail on the applicable procedure to the Customer Code of Practice available at www.eircom.ie/mobile. Contact details for customer enquiries are available on www.eircom.ie/mobile.

16. Miscellaneous

16.1 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 authority 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.

16.2 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 shall continue in full force and effect.

16.3 This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof.

16.4 This Agreement shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Courts of Ireland.