

Terms and Conditions for Telephone Service

1. The subscriber (hereafter referred to as the "Customer"), offers to hire from eircom Ltd having its registered company address at 1 Heuston South Quarter, St John's Road, Dublin 8, Ireland (hereafter referred to as "eircom") the telecommunications line and equipment described overleaf subject to these Terms and Conditions; the provisions of the Telecommunications Scheme in force, as amended from time to time (hereinafter referred to as the "Regulations"); and any legislation applicable thereto (together "the Agreement"). A copy of the Regulations may be inspected at eircom, 1 Heuston South Quarter, St John's Road, Dublin 8, Ireland; by visiting www.eircom.ie/pricing; or contacting the eircom Customer Information Services on freephone 1800 203105.
2. Use by the Customer or by another person (whether or not such a person is acting with the authority of the Customer) of any telecommunications service provided by eircom, shall be deemed to constitute an acceptance of this Agreement. This Agreement shall be deemed to commence on the date the service has been first provided and the services will continue unless and until terminated pursuant to this Agreement.
3. The Customer agrees (without prejudice to the Customer's right to terminate the Agreement in accordance with Clause 4 below) to pay on demand:
 - ❖ such charges as may be fixed from time to time by or in accordance with the Regulations in respect of calls made by means of the telecommunications line;
 - ❖ such charges as may be fixed from time to time by or in accordance with the Regulations in respect of facilities and other services obtained by means of the said telecommunications line; and
 - ❖ in advance, such telecommunications line and equipment rental charges as may be fixed from time to time by eircom.
4. The Agreement, subject to Clause 6 below, may be terminated in accordance with the Regulations or otherwise by either party giving to the other prior notice in writing requesting termination of the Agreement. If the Agreement is terminated, eircom will refund any monies owed to the Customer; after first deducting any monies the Customer owes to eircom under this Agreement or any other agreement which eircom has with the Customer. If no monies are due to the Customer, eircom reserves the right to seek any monies due by the Customer to eircom as a debt due to eircom.
5. At least fourteen days notice will be given to the Customer of any increase in either the charges for calls made from the telecommunications line rented by the Customer or in the rentals for the telecommunications line(s) or equipment. Full details of all eircom's current charges can be obtained by visiting www.eircom.ie/pricing or by contacting freephone 1901 (Residential Customers) or freephone 1800 601 701 (Business Customers).
6. The Customer agrees that any notice which may be given by eircom under this Agreement shall be deemed duly given or tendered to the Customer if published in the Irish national morning daily newspapers, whether such notice is seen by the Customer or not, or if sent by ordinary post, to the Customer's usual or last known place of address.
7. In the event of any period of restriction or temporary suspension of service for non-payment by the Customer of any monies due to eircom under this Agreement or any other agreement the Customer has for the provision of services by eircom, the Customer shall continue to pay the telecommunications line and equipment rental charges during such period and eircom reserves the right to set off such monies due to eircom from any monies due by eircom to the Customer (if any) or to recover payment as a debt due by the Customer to eircom.
8. eircom will provide the service by the date agreed with the Customer. Where a site survey is required, eircom will agree the date following a survey of the premises. Provision of the service is at all times subject to availability of

appropriate facilities and eircom reserves the right to decide on the method by which service will be provided. The Customer can obtain further information on the public switched telephone network ("PSTN") service and eircom's Customer Service Guarantee on www.eircom.ie or freephone 1901 (Residential Customers) or freephone 1800 601 701 (Business Customers). Under the terms and conditions of eircom's Customer Service Guarantee, in the event that eircom fails to connect the service within 10 (ten) working days of agreeing to do so, the Customer may claim a credit of 2 (two) months free rental charge, subject to the exclusions as set out in the Customer Service Guarantee. The appropriate credit will be applied to the Customer's next telephone bill.

9. The Customer must report a fault with the service by contacting freephone 1901 or by logging the fault on line on www.eircom.ie. If the Customer reports a fault in the service, eircom will use its reasonable endeavours to respond in accordance with the level of repair service which applies to that particular product as set out below:-
 - ❖ eircom provides a Customer Service Guarantee for PSTN fault repair, details of which are available at www.eircom.ie or by contacting freephone 1901 (Residential Customers) or freephone 1800 601 701 (Business Customers). Under the terms and conditions of eircom's Customer Service Guarantee, eircom will use reasonable endeavours to rectify, to the extent that it is reasonably possible, faults to the service within 2 (two) working days. Should eircom fail to achieve this, the Customer can claim credit of 2 (two) months line rental, subject to the exclusions as set out in the Customer Service Guarantee. The appropriate credit will be applied to the Customer's next telephone bill.
 - ❖ Details of the service delivery timelines and the fault repair processes for eircom integrated services digital network ("ISDN") service are outlined in the ISDN Terms & Conditions which can be obtained by visiting <http://business.eircom.net/SME/products/voice> or by contacting freephone 1800 601 701.
10. eircom will try to resolve any dispute with the customer as quickly as possible. All complaints received by letter, fax or e-mail will be acknowledged within two working days of receipt. The customer will be provided with a unique reference number and advised of the expected investigation and resolution timelines. Details of our complaint handling procedures and how to log a complaint are set out in eircom's Customer Care Code of Practice for Complaint Handling, which can be viewed by visiting www.eircom.ie. Or the customer can log a complaint by contacting our Customer Care Centre by phone on 1800 200 481 or by fax on 1800 200 480. In the event the parties cannot agree the customer may refer the dispute to any recognised dispute resolution service in accordance with the Customer Care Code of Practice for Complaint Handling.

Data Protection

1. eircom offers a calling line identification service that will allow your phone number to be seen automatically by the person you are calling. To see your number, the person you are calling must be signed up to the Caller Display and have the appropriate equipment. If you do not wish your number to be seen please contact us at 1901.
2. To keep you up to date about special offers, price reductions, new products and services, eircom and its related companies may retain and use your details in order to contact you from time to time, including after termination of the customer services Agreement. If you do not wish to be contacted, please contact us at 1901.
3. Third parties are allowed to use the National Directory Database (NDD) for direct marketing. eircom can place an indicator next to your NDD entry advising third parties that you do not wish your details to be used for this purpose. If you want an indicator placed beside your directory entry, please contact us at 1901 (Ex-directory customers automatically have this indicator).

4. The information within the Phonebook, (which is compiled from the National Directory Database) is also passed on to other companies who operate a telephone number information (Directory Enquiry) service.

During your application for telephone service:

- If you chose to be 'Listed' it means that your details will appear in the Phonebook and will also be available on Directory Enquiry Services
- If you chose to be 'Unlisted' it means that your details will not appear in the Phonebook but will be available on Directory Enquiry Services
- If you chose to be 'Ex-Directory' it means that your details will not appear in the Phonebook nor will it be available on Directory Enquiry Services. Your information will be flagged automatically for 'no marketing telephone calls' in the NDD

Regardless of which Telephone Directory option you chose when applying for service, if you have opted to have a 'no marketing telephone calls' indicator set against your telephone number in the NDD (Paragraph 3 above) you should not receive marketing calls from companies with whom you do not have a commercial or business relationship.