

General Terms & Conditions for Customers

A: OUR AGREEMENT

1. When our Agreement starts

Our Agreement starts on the date we accept your request to use An Post Mobile, which is the earlier of

- (a) when you place Credit on your Account or
- (b) when you first use your Mobile Phone or SIM Card on the Network.

2. Changes to our Agreement

We can change our Agreement by placing amended versions of the documents which make up our Agreement on the Website and giving you reasonable notice of this. If you do not agree to the changes, you should stop using An Post Mobile. If you continue to use An Post Mobile after the date on which the changes come into effect, you will be taken to agree to them.

3. Ending our Agreement

3.1. During the Cooling-Off Period

(a) You may return and get a full refund on your Mobile Phone within 14 days of buying it (“the Cooling-Off Period”) if:

- (b) the Mobile Phone is undamaged and the original packaging and contents are intact; and
- (c) If you have bought a Mobile Phone from us in a Post Office, you can return it to that store within 14 days. If you have bought a Mobile Phone from us through our Website, you can arrange to return it by calling Customer Care. You will be liable for the costs of return for online sales.

3.2 How we can end our Agreement

- (a) We may end our Agreement at any time by emailing you and giving you 30 days’ notice in writing.
- (b) We may also end our Agreement immediately if:
- (c) You breach an important term of our Agreement;
- (d) You breach any other term of our Agreement and do not put it right within 7 days of our asking you to;
- (e) You fail any credit or fraud prevention check or where we reasonably suspect fraud or money laundering by you or someone using your Account;
- (f) You give us information about yourself which we reasonably believe to be false or misleading;
- (g) We are no longer able to provide the Services to you despite making all reasonable efforts to do so.

3.3 Rights continue after our Agreement ends

The ending of our Agreement shall not affect any rights of action or liabilities that may already have come into existence before it ends. In particular, you will be charged for all Charges incurred made prior to your termination.

3.4 How we can suspend or limit the Services

We may suspend or restrict your use of the Services immediately if:

- (a) You do any of the things listed above which would allow us to end our Agreement;
- (b) You breach our Agreement
- (c) You breach any legal requirements which may apply to your use of the Services;
- (d) You tell us that your Mobile Phone or SIM Card has been lost or stolen;
- (e) We need to carry out repairs, maintenance or improvements to the Services (and we will try to restore the Services as soon as we can);
- (f) We are told to by the Government, the emergency services or any other competent or lawful authority;
- (g) You are abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or property, or that of our agents; or
- (h) You do anything or permit anyone else to do anything which we reasonably think adversely impacts An Post Mobile; or
- (i) It appears to us that there is an unusual use of the An Post Mobile Service (for example, the volume or destination of calls increases significantly).
- (j) Where more than one user is set up under an Account, we may suspend use by any or all of those users.

B: CHARGES

1. Charges

(a) You agree to pay the Charges shown on the Website for the Services. The Charges may be changed under Part A of these Terms and Conditions.

- (b) Calls are charged at an initial connection charge or minimum charge for one minute, and then in one second increments, rounded up to the nearest second and then rounded up to the nearest cent.
- (c) Each time you use your Mobile Phone and you incur Charges, the Credits associated with your Account will be reduced by the Charges incurred. It is up to you to decide how much Credit to load onto your Account. If your Account has no Credits you will still be able to receive incoming Calls, but you will not be able to make outgoing Calls or access any Content
- (d) Charges will include VAT where applicable.
- (e) All charges are rounded up to the nearest second, then up to the nearest cent.
- (f) A text message is billed for every 160 characters used, when you go over 160 characters it is billed as another message. Texts exclude premium rate texts
- (g) The automatic tariff on all An Post Mobile Phones and SIMs is Standard price plan.
- (i) 'Anyone' refers to calls (including calls to voicemails) made to any person on any Republic of Ireland network (mobile and landline and including An Post Mobile) in the Republic of Ireland.
- (ii) 'Anytime' means that the charge is the same regardless of the time of day, or day of week. The cost is the same for daytime, evening and weekends.
- (iii) 'Flat Rate' means that the same price is charged all the time and is the same to everyone you call or text (as included in the price plan).
- (iv) The Talk & Text tariff excludes all other call charges including premium, lo-call, and other special numbers.

C: SERVICES

1. Your use of An Post Mobile

- (a) You must use the Services in accordance with the law, our Agreement and any other reasonable instructions we give you. In particular, you may not, nor may you allow anyone else to, use An Post Mobile (whether to make a Call, send or receive a Message, upload or download Content, or whether connected to a computer):
 - (i) for any unlawful purpose;
 - (ii) in any way which is, or is intended to be, malicious, fraudulent or a hoax (including to the emergency services);
 - (iii) to breach our rights or the rights of any third party (for example, copyright);or
 - (iv) in any way which may damage or affect the operation or quality of An Post Mobile, the Internet or any other telecommunications system.
 - (v) If you do not comply with any provision of this paragraph, you will compensate us for all liabilities, claims, and damages, losses and costs (including legal costs) which we may suffer as a result.
 - (vi) You must keep confidential all passwords you have nominated in connection with your Agreement. We cannot disclose information about your account to anyone until we are satisfied as to their identity, and they have correctly quoted any passwords to us.
- (b) You agree:

- (i) to provide us with such information as we reasonably request in connection with this Service Agreement and that all factual information you provide to us is correct:
- (ii) You agree that you are procuring the SIM card, mobile handset and the An Post Mobile Service solely for your own use and that you will not re-sell or otherwise act as any form of distributor in respect of the SIM Card, mobile handset or the An Post Mobile Service.
- (iii) You must use the Service in accordance with your Agreement and any other reasonable instructions we give you. Whilst we provide the Service to you, you authorise us to act on your behalf in all dealings with any provider (as applicable) with whom we consider it necessary or useful to deal with in connection with the Service.
- (iv) If the SIM card or your mobile handset is lost, stolen, damaged or destroyed you will be responsible for any charges incurred until you have informed us.
- (v) If you do not comply with any provision of this paragraph, you will compensate us for all liabilities, claims, damages, losses and costs (including legal costs) that we suffer as a result.
- (vi) You must tell us immediately if anyone makes or threatens to make any claim against you because of your use of An Post Mobile.
- (vii) An Post Mobile is a consumer service. If you use An Post Mobile for business or commercial purposes you will indemnify us for all claims in respect of liabilities, damages, losses and costs (including legal costs) made by any other third party against us, arising from your use of An Post Mobile for business or commercial purposes.
- (viii) You may apply Credit to Your Account by means of any of the methods made available by An Post Mobile from time to time and may thereafter make Calls for a period of 180 days. The amount of the Credit will reduce as a result of Calls being made. No Calls may be made once all Credit has been used (with the exception of Calls to the emergency services and to the number 1747 or such other number as we may specify). You may continue to receive Calls for a period of 180 days following the date on which Credit is last applied to the Account. It is up to you to decide how much Credit to load onto Your Account. If Your Account has no Credit You will still be able to receive incoming Calls, but You will not be able to make outgoing Calls or access any Content or use Roaming.

2. Our duty to you

- (a) We will at all times use the reasonable skill and care of a competent service provider in providing the Services to you in accordance with and subject to our Agreement, but we shall not be responsible for any delay or failure to provide An Post Mobile for reasons beyond our reasonable control.
- (b) Services may not be available in certain areas of the Republic of Ireland due to Network availability.
- (c) Some Services (e.g. media messaging or 4G) may only work with other compatible handsets and networks.

3. If your Mobile Phone or SIM Card is misused or stolen

- (a) An Post Mobile will have no liability to you or any other person for the loss, theft, accidental damage or unauthorised use of your Mobile Phone or SIM Card.
- (b) Every An Post Mobile SIM Card remains our property. You must take adequate precautions to prevent

damage to, unauthorised use or theft of your SIM Card.

(c) You must inform Customer Care immediately by telephone if your Mobile Phone is lost, stolen, damaged, destroyed or likely to be used in an unauthorised manner so that we can cancel your Mobile Phone or SIM Card and prevent further unauthorized use.

(d) If your Mobile Phone or SIM Card is stolen you will, until you notify us, be liable for any Credit on your Account that is used.

4. International Services

(a) Some Services may be available outside the Republic of Ireland only if we have a roaming agreement with the foreign network (and these Services will be subject to different Charges). To find out about using An Post Mobile abroad, please contact Customer Care or visit our Website.

(b) The minimum charge for calls made abroad is one minute followed by one minute increments. Calls received whilst abroad as quoted per minute above are charged in one second increments. To prevent misuse of the Services, we will disconnect your call after 60 minutes. After we have disconnected the call you will be able to set up a new call.

5. Directory Services

Upon request by you, we will include your name and Mobile Phone number in the National Directory Database. You may, when you request us to include your name and Mobile Phone number on the National Directory Database, also request that we indicate your preference on the National Directory Database to receive third party marketing calls on your Mobile Phone.

6. Calling Line Identification

The Network will display your Mobile Phone number on the receiving handset (calls, texts etc.). If you wish to change this, refer to your Mobile Phone's user guide.

7. Account Validity and Mobile Number Reclaim

(a) Your An Post Mobile phone number and SIM Card is valid and will remain active for as long as you are using your Mobile Phone regularly.

(b) If you do not make a Credit Top Up to your Account for 6 months, your Account and any outstanding Credit on your Account will be suspended. If this happens you may reactivate your Account by calling Customer Care. We will reactivate your Account, and any previously unused credit you had on your Account will be available to you again.

(c) After your Account has been suspended, you have a further one month during which you can have it reactivated by calling Customer Care. If you do not ask us to reactivate your Account we will assume that you no longer need it (as you will not have used it for 7 months) and it will be fully deactivated. This means your SIM Card will no longer work, you will lose any unused Credit you may have had, and your Mobile Phone number can be claimed back by An Post Mobile and given to another customer.

8. Number Porting

We will transfer your existing number for you within 2 hours of starting the process, at a time to be agreed with you.

9. Mobile Phone Locking

(a) Your Mobile Phone may be locked to the An Post Mobile Network. You must not insert another operator's SIM card into the mobile without an unlocking code (which is not your PIN code). We will on request provide an unlocking code after a qualifying period. Failure to enter the correct unlocking code may result in your Mobile Phone becoming permanently blocked. We accept no responsibility for Mobile Phones blocked in this way. Please Contact our customer care team for further information on the qualifying period, applicable conditions.

(b) This clause does not apply if you have purchased a SIM Card only and, at the time of purchase of the SIM Card, you are connected to a network other than the An Post Mobile Network.

10. Delivery

(a) We will endeavour to deliver any products you order from the Website within 72 hours of your account order within the island of Ireland, where this is practical. However, products are subject to availability and delays may sometimes occur that are outside of our control. Any dates specified for delivery are therefore approximate only. If delivery is delayed for more than 21 days, you have the right to contact us and refuse to accept the products. In these circumstances, we will refund any money paid by you for those products and any delivery monies you have been charged. However, we will not be responsible for any other losses, costs, damages or charges that you may suffer if we delay in supplying or do not supply those products. At the time of delivery you will be required to validly sign-off on the delivery of the products, after which time the products become your sole responsibility. Any breakages or damages must be reported within 24 hours of purchase/delivery.

11. Mobile Phone Repairs

If your Mobile Phone develops a fault then you should contact the manufacturer in the first instance. The contact details for the manufacturer can be found on the Mobile Phone user guide or from Customer Care from any other phone.

12. Returns and Exchanges

(a) If your Mobile Phone becomes faulty within the first 14 days of purchase, then you are entitled to a fully boxed replacement phone, or a refund, as you prefer.

(b) If you bought your phone online, please call Customer Care.

(c) If you bought your phone in a Post Office, then you should return it at the Post Office. Please have your receipt with you as proof of purchase and ensure that all elements of the phone are included with the packaging i.e. charger, SIM card, battery, Welcome Guide and phone handbook.

(d) If you prefer, you can also log your repair directly with the repair company on www.fonfix.ie

13. Internet Service

(a) Our Internet service enables you to access Content either by Downloading or by Streaming to a Mobile Phone, personal computer, personal digital assistant or other access device. This service is automatically available on all An Post Mobile phones, unless you ask us to suspend it.

(b) Downloading is where a copy of the Content is installed onto your Mobile Phone for future use by you in accordance with the applicable terms and conditions.

(c) Streaming is a live feed of data from an external source to your Mobile Phone where no copy of the Content is installed onto your Mobile Phone (other than temporarily to display the Content).

(d) Where Content is delivered by way of downloading, you may save the Content on your Mobile Phone but (unless expressly permitted) you are not allowed to save the Content elsewhere; and each separate request by you to download that Content (i.e. each copy sent to you) will be charged separately.

(e) Where Content is delivered by way of streaming: you are not allowed to save the Content and each request for that Content (i.e. each viewing) will be separately charged.

(f) Prior to your requesting our Internet service, you should ensure that: (a) your Mobile Phone is compatible and appropriately enabled to receive the selected Content. (b) (Where the Content is to be downloaded) you have sufficient memory capacity available to receive and save the Content once Downloaded; (c) your Mobile Phone remains switched on and connected to the Network for the duration of the Download/Streaming.

(g) Access to secure financial transactions may be dependent on the make and model of your Mobile Phone and the third party supplier of Content.

14. Accessing Content

(a) You will comply with the terms and conditions and/or acceptable use policies of any third party Content providers.(b) Your dealings with third parties using the Services unless explicitly stated by us, are solely between you and the person with whom you are dealing. We are not responsible for any losses or damages that may arise from any such dealings. (c) We do not accept responsibility for third party websites nor are we liable for their Content. You are responsible for all information that you upload, email or otherwise transmit via your Mobile Phone and/or the Internet.(d) Content may be protected by copyright, trade mark registration or other intellectual property rights, so you are prohibited from editing or modifying Content, copying, distributing or forwarding the Content to one or more third parties or allowing third parties to access it, without the consent of the owner of such copyright, trade mark or other intellectual property rights.

15. Malicious Calls

If you receive malicious or nuisance calls, please call Customer Care.

16. Adult Content and Premium Rate Services

(a) Adult Content and premium rate Services are not automatically blocked on our Network. Access to the mobile internet service can be disabled by calling Customer Care; the mobile internet service cannot be partially disabled. Access to Premium Calls and SMS services can be restricted by calling Customer Care.

(b) If you are under 18 you are not allowed access Adult Content. If you are aged 18 or over and wish to access Adult Content, you must meet the requirements of the An Post Mobile age verification process.

17. Complaints

(a) If you have an issue with any aspect of the Services, please call Customer Care from any other phone and we will do our best to resolve it.

(b) Should your complaint not be resolved to your satisfaction following this procedure, you may ask for

the complaint to be escalated within An Post Mobile.

(c) If at the end of this procedure you feel your complaint has not been addressed properly, you can contact Comreg, the Communications Regulator.

D: PRIVACY AND SECURITY

1. Privacy and use of personal information

(a) We will use the information we hold about you including your name, address, your Mobile Phone number and spending (“your information”) to manage our relationship with you, conduct research on your use of the Services, help us make informed business decisions and inform you of An Post Mobile offers and services. If you would prefer us not to inform you of offers and services, please let us know by contacting customer care. If you change any of your details please let us know.

(b) If you use a credit or debit card for any An Post Mobile service, we may request additional information regarding your credit or debit card details for security purposes.

(c) We may monitor and record calls made to or by customer care for training purposes and to improve the services we offer you.

(d) We will pass your information to any successors in title to our business and suppliers that process data on our behalf. We may also use and disclose information in aggregate (so that no individual customer is identified) for marketing and development purposes. We will not pass your information to anyone else.

(e) We will comply at all times with data protection legislation and any other legislation relating to the protection of personal information.

(f) You have the right to access personal information that we hold about you. To obtain a copy of the personal information, please write to us at the following address: Data Protection Officer, An Post Mobile, 2B GPO, O’Connell St, Dublin 1 enclosing your name and postal details.

(g) If you are under 18 years of age, your parent or guardian may register with An Post Mobile as an authorized person on your Account. We may provide certain limited personal information about your Account, including your usage, to the authorized person and will allow the authorized person to make certain changes to the Account or Service. When you are over 18 years of age, you may instruct us to cancel the authorized person’s access to your Account.

E: GENERAL

(a) You must let us know if you change your name, address, telephone number

(b) We do not exclude or restrict our liability for (a) death or personal injury caused by our negligence (b) fraud, or (c) any of our liabilities that cannot by law be restricted.

(c) If you transfer ownership of your Mobile Phone and SIM to another person they will be subject to this Agreement. We can transfer all or any part of our Agreement with you at any time provided the service you receive is not significantly reduced.

(d) If at any time we do not require you to comply with any part of your Agreement with us, this does not prevent us from asking you to at a later time.

(e) If any part of our Agreement is found to be invalid by any Court or other regulatory or competent body, the invalidity will not affect the rest of the Agreement, which shall remain in force.

(f) Any notices or communications that you send to us must be sent to customer care at An Post Mobile 2B, GPO, O'Connell St, Dublin 1. Any notices or communications that we send to you will be sent by text message to your Mobile Phone Number. All notices or other communications will be deemed to have been received 24 hours after sending.

(g) Our Agreement is governed by Irish law and any disputes about our Agreement will be decided exclusively in the Irish courts.

(h) Our failure to exercise or enforce any right or provision of the terms of use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

(i) The section titles in the terms of use are solely used for the convenience of the parties and have no legal or contractual significance.