

# An Post Mobile General Terms and Conditions

**anpost  
mobile**

**An Post Mobile**  
**General Terms and Conditions**

March 2025

# A) This Agreement

## 1. Your Agreement with us

- (a) Your Agreement is with An Post Mobile and the following Terms apply to your use of the Services. Your use of the Services is governed by these Terms together with (a) your Contract Summary (b) the terms and conditions of your specific Plan as set out in Schedule A and (c) our privacy policy which together form the Agreement. Any other An Post Mobile products and services including Add-ons, Equipment and any promotions may be subject to their own separate terms and conditions. All An Post Mobile terms and conditions can be found on [our website](#).

## 2. When our Agreement starts

- (a) Our Agreement starts on the date we accept your request to use the Services, 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 An Post Mobile network.

## 3. Our Service

- (a) We will use reasonable care and skill in providing the Services to you. However, the Services are only available within our coverage area. Information regarding our coverage area and estimated maximum mobile internet coverage in any particular geographical area is available on the [Comreg Website](#). Due to the nature of mobile services, we are not in a position to guarantee or offer any minimum service levels as to the quality and availability of the Service other than as set out in this Agreement. You may experience issues, from time to time, which impact the quality and availability of the Services. The Services may be affected by a number of local factors, such as building materials, tree cover, weather conditions, the number of people using the network, damage to the network and so on. We cannot guarantee that your Service will be uninterrupted, timely, secure, error-free, or that it will meet your specific requirements.
- (b) An Post Mobile's network performance is continuously monitored and during busy periods on our network traffic may need to be managed to ensure everyone has access to services. We endeavour to ensure that the service received by our customers is not impacted through a small number of users, or a particular promotion, placing high demand on network resources. In general, you will not notice any difference however if for any reason traffic is exceptionally busy you may experience a temporary impact on your service such as slower speed.

(c) Table 1 below sets out the estimated maximum download and upload speeds for your mobile internet service that we provide as part of your Agreement. An Post may publish updates to Table 1 from time to time, as required. However, your contracted estimated maximum speed is that which applied at the time your Agreement for services with An Post commenced.

**Table 1**

Network	Estimated Maximum Download	Estimated Maximum Upload
4G	10Mbps	3Mbps

(d) The estimated maximum speeds set out in Table 1 are those which you would realistically be able to achieve in different locations. However, it is important to highlight that the exact speeds experienced across the network may vary, depending on a number of factors outside of An Post's control including, but not limited to, your location, your surroundings, your device capability, your selected plan, network traffic, network coverage and network signal.

(e) If you experience any continuous or regularly recurring discrepancy between the actual performance of your speed, or other quality of service parameters and the performance indicated above, then please contact us and we will attempt to diagnose and resolve your issue. We will endeavour to resolve your issue as soon as possible within 10 working days. In exceptional circumstances longer resolution times may need to apply. Any complaints will be managed in accordance with our Code of Practice for Complaints Handling which is available [our website](#). If having gone through this process it is still not possible for An Post Mobile to remedy a situation where you are not continuously or regularly achieving the speeds that we have communicated and, where the relevant facts are established by a monitoring mechanism certified by ComReg, this may constitute non-conformity of performance for the purposes of triggering the right to seek potential remedies available to you under Irish law, whereby you may be entitled to issue legal proceedings for (a) damages; (b) restitution; or (c) rescission of your contract. Please note that such remedies are subject to the provisions of your Agreement with An Post and are without prejudice to any other rights you may have under law, including, without limitation, your rights under consumer protection legislation, such as the Consumer Rights Act 2022 and the Sale of Goods and Supply of Services Act 1980, or your rights at common law.

## 4. Changes to our Agreement

- (a) We will give you a minimum of one month's notice of any change(s) to your Agreement. Following receipt of a notification you will have the option to terminate the Agreement without penalty during that one month's notice period. The right to terminate this Agreement will not apply if the change(s) are (i) exclusively to your benefit, (ii) of a purely administrative nature and have no negative effect on you, or (iii) are directly imposed by law. You can send your notice of termination to us by email to [care@anpostmobile.ie](mailto:care@anpostmobile.ie). Your continued use of the Service after this one month notice period has expired represents your acceptance of any changes.

## 5. If you want to End our Agreement

### (1) Cooling-Off Period

- (a) If you entered this Agreement as a "distance contract" within the meaning of Consumer Rights Act 2022 i.e. online via the An Post Mobile website, then you have the right to cancel your order without giving any reason any time up to 14 days (the "Cooling Off Period") from:

**In respect of Sim Services** - the later of :-

- (i) the date of entering into this Agreement; or
- (ii) receiving confirmation in writing of your terms and conditions; and

**In respect of Equipment:**

- (i) the date your Equipment is delivered to you.

- (b) This right is subject to us receiving the notice within the Cooling Off Period and, in the case of Equipment the return of all Equipment provided to us. Where you have used the products or services to avail of mobile services before the expiry of the Cooling Off Period you will be liable for any diminished value of the products or services. You will be liable for any diminished value of goods resulting from the handling of goods beyond that necessary to establish their nature, characteristics and functioning.
- (c) To exercise your right to cancel you must notify us before the expiry of the Cooling Off Period and you can do this using the cancellation form which is available [our website](#).
- (d) If you request the performance of this contract to commence during the Cooling Off Period and subsequently cancel the contract within that period, you will be liable to pay An Post reasonable costs for any Services provided up to the cancellation date. These costs will be proportionate to the extent of the Services rendered at the time of cancellation.

## **(2) During the Term**

Our Agreement with you is a contract of indeterminate duration meaning that it does not have a set or defined term. You are free to cancel this Agreement at any time either by emailing us at [care@anpost.mobile.ie](mailto:care@anpost.mobile.ie) and giving us 30 days' notice in writing or on the completion of the Porting process.

## **6. 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:
  - (1) You breach any of the provisions of Part C 1(a) of this Agreement;
  - (2) You breach any other term of our Agreement and do not put it right within 7 days of our asking you to;
  - (3) You fail any credit or fraud prevention check or where we reasonably suspect fraud or money laundering by you or someone using your Account;
  - (4) You repeatedly breach our fair usage policy where such a policy applies to your Plan or Add on.
  - (5) You give us information about yourself which we reasonably believe to be false or misleading;
  - (6) You fail to abide by the terms and conditions applicable to any Add on or promotion made by An Post Mobile;
  - (7) We are no longer able to provide the Services to you despite making all reasonable efforts to do so.

## **7. 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.

## **8. 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). Occasionally we may have to restrict your access to the network and/ the Services for short periods of time to carry out emergency work (for example if there are security or integrity incidents, threats or vulnerabilities). If we do so we will try to minimise the impact of this on you and restore your access to the network and/or the Services as soon as possible. We will use reasonable endeavours to notify you before this happens but sometimes this will not be possible.
- (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 for the Services as set out in Tables 2, 3 & 4 below and on [the An Post Website](#). The Charges may be updated by us in accordance with Part A. 4 of this Agreement.
- (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 online.
- (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 SIM cards is the standard price plan.
- (h) '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.
- (i) '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.
- (j) '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 Plan).
- (k) All Bundles/Plans/Promotion tariffs excludes all other call charges including premium, lo-call, and other special numbers.
- (l) All 'Add-ons' purchased 2024 for texts, calls and data will expire after 28 days. Any unused 'Add-on' minutes, texts or data (where applicable) will be lost after 28 days.

## Table 2

### Standard Charges (Out of Bundle)

Type of Call or Text	Rate per Minute or Message or MB	Time
Landlines - Republic of Ireland	€0.30	Any time
Mobiles - Republic of Ireland - any network	€0.30	Any time
Texts - Republic of Ireland	€0.15	Any time
Mobile Data - Republic of Ireland	€0.15 per MB	Any time



### Table 3

#### Directory Enquiries

Minimum Duration of Directory Enquiry Calls is 1 Minute at €1.50 per Minute

Number	Cost per Minute	Connection Cost	Minutes Included in Connection Cost
11818	€1.50	€1.50	1 Minute
11888	€1.50	€1.50	1 Minute
11850	€1.50	€1.50	1 Minute
11860	€1.50	€1.50	1 Minute
11811	€1.50	€1.50	1 Minute
11827	€1.50	€1.50	1 Minute
11890	€1.50	€1.50	1 Minute

### Table 4

#### International Calling From Ireland

Region	Calls to landlines	Calls to Mobiles	Texts
EU	€0.23 per minute	€0.23 per minute	€0.07 per characters
Band 1*	€0.50 per minute	€0.50 per minute	€0.20 per 160 characters
Band 2*	€1.00 per minute	€1.00 per minute	€0.20 per 160 characters
Band 3*	€2.00 per minute	€2.00 per minute	€0.20 per 160 characters

\*A List of the countries included in Bands 1, 2 & 3 are set out below in section F Definitions.

## 2. Top Up

- (a) Services are paid for on a prepay basis by purchasing top up credit either online or at a Post Office or other specified retail outlets which you then add to your account. You must top up by the specified minimum amount in your Plan (in one go) every 28 days (or every 31 days if on Auto Top-up) to activate your Plan. When you top up by the specified minimum amount for example €18 for the €18 Plan, the bundle will activate. If you top up by a lesser amount this amount will be applied to your account balance as general credit outside of your Plan and the standard An Post mobile rates as set out in Tables 2, 3 & 4 above will apply in respect of your general credit. It is not possible to activate a Plan using existing credit you may have on your account balance.

- (b) Topping up by more than the specified minimum cost of your Plan will not extend your bundle for a longer period and any excess over and above the value of your Plan will be applied to your account as general credit. For example, if you are on a €18 Plan and you top up by €20, this top up will activate your €18 bundle and a further €2 will be applied to your account as general credit.
- (c) Where all credit on your account has been used you will not be able to send texts, use mobile data or make calls (with the exception of calls to the emergency services).
- (d) There is no carry forward of unused bundle allowance when your Plan expires or if you change Plans. Unused general credit however will carry over to your next Plan.
- (e) Unless you opt not to receive it, a reminder to top up to continue to avail of your Plan will be sent via SMS prior to expiry of the Plan period. An Post Mobile does not warrant or represent that it shall send such a reminder and it shall not be responsible for any liability incurred by customers because of its failure to do so.
- (f) International Top-up Bundles: Customers are able to pre-purchase International Minutes Bundles of either 100 or 400 international minutes: when calling from the Republic of Ireland to a mobile or landline number in another country. Details of International Add-ons are available on [our website](#).

### 3. Topping Up Your Plan

- (a) Each Plan lasts for 28 days (or 31 days if on Auto Top Up). However once your bundle has been exceeded, a further top up of general credit or an Add On purchase may be required before the expiry of the 28 day period.
- (b) If you top up by the relevant amount of your Plan (i.e. €18 for the €18 Plan) a second time before the end of the initial 28 day period, a second 28 day period will begin and both bundles will be active and available for use for their respective time periods. If you do not wish to have two bundles running concurrently, we recommend that you do not top up by the relevant amount of your Plan until the expiry of each 28 day period. Where a third top up by the relevant amount of your Plan is made within the same 28 day period, this will be applied as General Credit.

### 4. Switching your Plan

- (a) If you wish to switch from your Plan to a different Plan offered by An Post Mobile you can do so by contacting Customer Care via email to [care@anpost.mobile.ie](mailto:care@anpost.mobile.ie) or by phone at 0818 789 789.

## 5. Porting Out

- (a) If you port your number out from An Post Mobile you will lose any remaining credit immediately on the Port being completed. You are entitled to a refund, on request to us, of any remaining credit that you have put on your account. A request for refund must be received within 3 months of switching and an administration fee may apply to the processing of this refund. To request a refund please contact An Post Mobile Customer Care by email at [care@anpost.mobile.ie](mailto:care@anpost.mobile.ie).

## 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 and is provided by us to you as a consumer for your private, personal and non-commercial use. If you use the Services for commercial purposes, you will be in breach of this Agreement and will not be entitled to rely on consumer rights legislation.
- (viii) You may apply 'Add-on' 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 or Texts or use data (depending on the Add-on purchased) for a period of 28 days. The amount of the credit will reduce as a result of calls being made. No calls or texts 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). No data credit may be used once all credit has been used. You may continue to receive calls and texts for a period of 180 days following the date on which credit is last applied to your 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 texts, 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 as outlined in Part A.3 of these Terms.
- (c) Some Services (e.g. 4G) may only work with other compatible handsets and networks.
- (d) Where we supply you with goods; we have a legal obligation to supply goods that conform with this contract and in accordance with the Sale of Goods and General Supply of Services Act 1980 (as amended) and the Sale of Goods Act 1893 (as amended).

## 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 unauthorised 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) Your use of any roaming services (sending or receiving calls or texts or using data outside the Republic of Ireland) will be in accordance with the EU Roaming Regulations. Access to certain local networks will depend upon any arrangements between local network operators and us. Special charges may apply to the use of services outside of the Republic of Ireland. Under the EU Roaming Regulations, you can use calls, texts and data from your Plan while roaming in the EU in the same way you use the allocation domestically however this is subject to a fair usage limit. A fair usage limit applies to all Plans while roaming in the EU (and UK). Please

see Schedule A for details of fair usage limit for your Plan. All usage in excess of your Plan and/or the fair usage limit will be charged at the rates set out in Table 5 below. For all other destinations your Plan allocations cannot be used while roaming and you will be charged at the rates set out in Table 5 below while roaming. To find out more about using An Post Mobile abroad, please contact Customer Care or visit our Website.

**Table 5**

**Roaming Charges**

<b>Roaming Charges (maximum charges inclusive of VAT)</b>					
<b>Region</b>	<b>Call any mobile or Landline</b>	<b>Receiving a call</b>	<b>Sending a text</b>	<b>Receiving a text</b>	<b>Mobile Data</b>
<b>EU &amp; UK</b> Min 60 second charge	<b>€0.19</b> per minute	<b>Free</b>	<b>€0.03</b> per 160 characters	<b>Free</b>	<b>€1.30</b> per GB any time
<b>USA &amp; Canada</b>	<b>€1.50</b> per minute	<b>€1.50</b> per minute	<b>€0.30</b> per 160 characters	<b>€0.30</b> per 160 characters	<b>€6.15</b> per MB any time
<b>All other Countries</b>	<b>€2.00</b> per minute	<b>€2.00</b> per minute	<b>€0.30</b> per 160 characters	<b>€0.30</b> per 160 characters	<b>€6.15</b> per MB any time

**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 and this Agreement will be terminated. 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](http://www.fonfix.ie).

## 13. Internet Service

- (a) (1) The An Post Mobile SIM allows you to access the internet and its content (subject to your data allowance, where applicable) either by Downloading or by Streaming to a Mobile Phone, SIM enabled Tablet or similar mobile device. It is Your responsibility to ensure the Services are available in the area(s) you expect to use the Services. 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 Services for reasons beyond our reasonable control.
- (a) (2) We cannot guarantee service on phones not purchased from An Post Mobile or on other devices (e.g. Wi-Fi Routers or similar devices). The internet service is available on all An Post Mobile smart 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:
  - (1) Your mobile phone or tablet (or any similar access device) is compatible and enabled to access the internet and receive the selected Content.
  - (2) Internet coverage is adequate in the area(s) where you expect to use the device.
  - (3) (Where the Content is to be downloaded) you have sufficient memory capacity available to receive and save the Content once downloaded;
  - (4) your mobile phone remains switched on and connected to the network for the duration of the download/streaming.
  - (5) 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 some premium rate services are not automatically blocked on our network.
- (b) You must ensure that the Services are not used for any unlawful or improper purpose. An Post Mobile reserves the right to terminate this Agreement for breach of this term.
- (c) Access to making premium rate calls is not automatically blocked and these numbers can be called where a credit balance is available to cover the cost of the call, this service can be blocked by calling Customer Service. Access to the mobile internet service can be disabled by calling Customer Services; the mobile internet service cannot be partially disabled. Sending premium rate SMS services are not possible on the An Post Mobile network.
- (d) If you wish to un-subscribe from a premium rate service you have signed up to you need to contact that premium rate service provider directly to un-subscribe from the service.

## 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. In dealing with your complaint An Post Mobile will follow the process outlined in the An Post Mobile Code of Practice for Complaints Handling which is available on [our website](#).
- (b) If at the end of this procedure you feel your complaint has not been addressed properly, you can contact Comreg, the Communications Regulator.

## 18. Accessibility

We're committed to making our Services easy to use by everyone, including our customers with disabilities. For more information, please see [our website](#).

## D) PRIVACY AND SECURITY

Privacy and use of personal information

1. We will use your personal information:
  - a. for the purposes of supplying the An Post Mobile services as described in this Agreement, including sending you service messages in connection with the An Post Mobile Services and network;
  - b. for the purposes of compliance with our legal obligations;
  - c. for marketing purposes (where you have agreed, or we are otherwise permitted and you have not objected); and
  - d. for such other purposes set out in our data protection policy or to which you may have consented.
2. We will handle your personal information in accordance with our data protection policy. Our data protection policy is set out on [our website](#). It includes details of the personal information that we collect, how it will be used, and who we pass it to.

Any queries or complaints regarding our use of the personal data and/or the exercise of your individual rights should be addressed to:

**The Data Privacy Office, An Post, GPO, O'Connell Street Lower, Dublin 1, D01 F5P2** or by email to [privacyoffice@anpost.ie](mailto:privacyoffice@anpost.ie).

## E) GENERAL

- (a) You must let us know if you change your name, address, telephone number or email address.
- (b) We do not exclude or restrict our liability for
  - (1) death or personal injury caused by our negligence
  - (2) fraud, or
  - (3) 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 6th Floor EXO Building North Wall Quay 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.

## F) Definitions

**An Post Mobile:** An Post Mobile is a registered trading name of An Post, a company incorporated in Ireland (registered company number 98788) having its registered office at GPO, O'Connell Street, Dublin 1.

**Add-on(s):** an optional extra which you can buy for access to, or reduced charges for, certain calls, texts or data services during any single month.

**Band 1 Countries:** Albania, Andorra, Armenia, Australia, Azerbaijan, Belarus, Bosnia-Herzegovina, Canada, Faroe Islands, Georgia, Kazakhstan, Kyrgyzstan, Macedonia, Monaco, Moldova, New Zealand, Russia, San Marino, Tajikistan, Turkey, Turkmenistan, USA, Uzbekistan.

**Band 2 Countries:** Algeria, Anguilla, Antigua & Barbuda, Argentina, Aruba, Burundi, Bahamas, Bahrain, Bangladesh, Barbados, Belize, Bermuda, Brazil, Brunei Darussalam, Burundi, Cameroon, Cayman Islands, China, Colombia, Congo, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, Gabon, Ghana, Grenada, Guadeloupe, Guam, Guatemala, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Jamaica, Japan, Jordan, Kenya, Kuwait, Lebanon, Lesotho, Liberia, Libya, Malawi, Malaysia, Mariana Is., Mexico, Morocco, Mozambique, Namibia, Netherlands Antilles, Nevis, Nigeria, Oman, Pakistan, Palestine, Philippines, Puerto Rico, Qatar, Reunion Island, Rwanda, Saudi Arabia, Senegal, Singapore, South Africa, South Korea, Sri Lanka, St. Kitts,

St. Lucia, St. Vincent & The Grenadines, Syria, Taiwan, Tanzania (Zanzibar), Thailand, Trinidad & Tobago, Tunisia, Turks & Caicos Islands, Uganda, United Arab Emirates, Uruguay, Venezuela, Vietnam, Virgin Islands, Zambia.

**Band 3 Countries:** Afghanistan, Angola, Ascension, Benin, Bhutan, Bolivia, Botswana, Burkina Faso, Cambodia, Cape Verde, Central African Rep, Chad, Chile, Christmas Islands, Cocos, Comoros And Mayotte, Cook Islands, Costa Rica, Cuba, Diego Garcia, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Falkland Islands, Fiji, French Guiana, French Polynesia, Gambia, Greenland, Guinea (Rep. Of), Guinea Bissau, Guyana, Haiti, Honduras, Ivory Coast, Kiribati, Laos, Liechtenstein, Madagascar, Maldives Islands, Mali, Marshall Islands, Mauritania, Mauritius, Micronesia, Midway Island, Mongolia, Montenegro, Montserrat, Myanmar, Nauru Is., Nepal, New Caledonia, Nicaragua, Niger, Niue, Norfolk Is. & Antarctica, North Korea, Palau, Panama, Papua New Guinea, Paraguay, Peru, Pitcairn Is., Rodriguez Is., Samoa, Sao Tome & Principe, Serbia, Seychelles, Sierra Leone, Solomon Is., Somalia, St. Helena, St. Pierre And Miquelon, Sudan, Surinam, Swaziland, Togo (Togolese Rep), Tokelau, Tonga, Tristan De Cunha, Tuvalu, Vanuatu, Wake Is., Wallis & Futuna Islands, Western Samoa, Yemen, Zaire, Zimbabwe.

**Charges:** the charges for the Services as published on the website and as set out in Tables 2, 3, 4 and 5 of this Agreement.

**Content:** Any information (whether textual or visual), software, photos, video, graphics, audio and other material appearing on or available through the An Post Mobile Services including all information supplied by third parties.

**Contract Summary:** the contract summary provided to you prior to the conclusion of your contract with An Post Mobile summarising the details of the services to be provided to you.

**Customer Care:** the customer support and care channels which we offer to you, which can be contacted via email at [care@anpost.mobile.ie](mailto:care@anpost.mobile.ie) or by phone at **0818 789 789 from the ROI or +353 17057700 from abroad.**

**Equipment:** the mobile phone supplied to you by An Post Mobile

**EU Roaming Regulations:** Regulation (EU) 2022/612 of the European Parliament and of the Council of 6 April 2022 on roaming on public mobile communications networks within the Union (recast).

**Plan:** the price plans made available by us for Services chosen by you the details of which are set out in Schedule A.

**Porting:** the transfer of a phone number for use from one network to another network.

**Terms:** these general terms and conditions on which you agree to avail of the Services.

**Services:** the mobile data, calls and /or texts services you choose to receive from us from time to time including your Plan and any optional extras or Add-ons.

**SIM Card:** the subscriber identity module card or digital subscriber profile (eSIM) which allows you to receive and use the An Post Mobile Services.

**Website:** [www.anpost.com/mobile](http://www.anpost.com/mobile)

**an post  
mobile**