

Clear Mobile Website Terms

Using our website, buying online and your Clear Mobile account

1. The Basics

These terms govern your use of the content and services on this site clearmobile.ie and all associated web pages. These terms and (where applicable) the relevant additional terms that you accept as part of the registration or purchasing process for a service or product (such as the Clear Mobile General Terms) and (if applicable) any third party terms, form the entire understanding between you and us concerning your use of the site and services. **You should read these terms carefully before using the site. By using this site you accept these terms.**

This site is operated by or on behalf of Clear Mobile. The site and, in particular, prices may be updated from time to time. You should check the site and read these terms to ensure you have the latest information. If you have any questions about the site, please contact our live chat agents on the site.

2. Buying online

This site offers you the opportunity to purchase our products and services over the internet.

When you order products and services from this site, we treat this as an offer from you to purchase such products and services. We may refuse to accept such orders for any number of reasons - such as a failure to meet credit check criteria, unavailability of products or services or product or pricing errors. On receipt of your order we'll send you an email describing the products and services you've ordered. These communications confirm we've received your order, but don't represent any acceptance of your offer to purchase products and services from us. We're not legally obliged to provide the products and services to you during the offer process (before the contract is completed). The contract between you and us will only be completed when we connect you to the Network.

We reserve the right at our sole discretion to limit the number of any products and services that may be purchased in any transaction or impose any purchasing limits that we may require from time to time.

When you submit an online order for our products or services, the activation fee will be debited from your card. If we're unable to supply the products or services to you, we'll notify you and refund the relevant amounts if payment has been debited from your card.

We will deliver your order to the address specified on the order within the Republic of Ireland. Delivery is made via An Post and delivery dates are estimates only. As we process your order we'll inform you if any products or services on your order turn out to be unavailable or delayed for any reason.

Our returns policy gives you 14 days to change your mind, this means you can cancel and return your order within 14 days from when you receive it, whatever the reason. Please see this policy on clearmobile.ie/terms.html.

3. Prices and Payment

All prices and charges are quoted in Euro and include VAT unless we tell you otherwise. Prices are subject to change from time to time. Despite our best efforts, sometimes information, discounts, promotions, e-vouchers and prices on this site may be incorrect. However, we do try to check these as part of our order processing and if we spot an error we'll contact you.

We only accept payment via credit or debit card. You confirm you are legally and fully entitled to use any credit or debit card used for a purchase and that sufficient funds are available to cover any charges incurred by you.

4. Your Information

The security and protection of your personal information is important to us. Please read our Privacy Policy which explains why and how we use your personal information, plus our Cookies Policy for how we use cookies on this site and for details on your rights in relation to such information.

5. Registering for services, passwords and your Clear Mobile account

Information provided by you on registration or as part of the purchasing process must be true complete and accurate. Please notify us of any changes to, or mistakes in, your details.

To access your Clear Mobile account, you will be required to register and choose a password. You're responsible for the security of your user name and password and all actions that take place as a result of access to the service via them. A breach of these terms under your user name or password will be treated as a breach by you and your Clear Mobile account is to be used only by you. We recommend you change your password regularly. If the security of your Clear Mobile account or password is compromised, please notify us immediately. In the unlikely event that such information is disclosed to unauthorised third parties, we shall not be held liable for any loss or damage that may result. If you forget or lose your password, you can reset your password on the site. We may change your user name or password at any time and we'll notify you by using the contact details you've provided.

You can use your online Clear Mobile account to view and amend certain information in relation to your Clear Mobile Service; for example you can view your bills, manage your payment method and manage your permissions and preferences.

6. Your Obligations

You agree to comply with all reasonable instructions or requests of ours or an authorised authority in relation to this site, any Service or the investigation of any offences and to abide by all applicable laws and regulations (including copyright and intellectual property laws),

licences, codes of practices and usage policies of connected networks.

We may at any time, acting reasonably, block or suspend your access to the site. Unless we tell you otherwise, you are not allowed to:

- make available the site and content (or any part of it) for any commercial or unlawful purpose;
- replicate the homepage or create a separate border around any part of the site and content (also known as framing);
- attempt to gain unauthorised access to or interfere with this site, other users, computer systems or connected networks;
- disguise the origin of any transmitted communication or impersonate any other person or entity;
- distribute or access any content that is obscene, threatening, inappropriate, in breach of confidence or privacy, in breach of any intellectual property rights, unlawful, or in our opinion objectionable; or,
- make excessive traffic demands, deliver spam of any kind, collect, or process information about users of the site or otherwise distribute unauthorised or unsolicited advertising, engage in unlawful multi-level marketing, or engage in any other behaviour intended to restrict or prevent other users from using the site and content, or which is likely to damage our reputation or the reputation of any third party.

7. Protection of this site and intellectual property rights

All intellectual property rights in any material or content contained in or accessible via the site is either owned by us or has been licensed to us for use. If you wish to use the site beyond the scope of these terms you must first obtain the written permission of the owner of the rights in that material.

We grant you a non-exclusive, non-transferable right to use the site, content and services for personal, non-commercial purposes and subject to your compliance with these terms. You may copy content in an unchanged form for private use if and to the extent that is permitted by the copyright owner. You're not entitled in respect of any content to allow third parties to access it unless and to the extent expressly permitted; or to change the site in any other way.

You grant us a perpetual, irrevocable, payment-free, worldwide license to reproduce, transfer, modify, adapt and/or publish any content provided by you to us, as we see reasonably fit and without notice to you, in compliance with applicable laws.

8. Third party websites

Certain links on this site lead to sites maintained by third parties over which we have no control and we make no representations as to the accuracy, completeness, truthfulness or any other aspect of the information contained on such sites or sites linked to such sites. Any links to such sites are provided for convenience only and are to be availed of at your own risk.

9. Limitation of liabilities

This site, content and services are supplied to you on an 'as is' basis and we make no warranties, express or implied, regarding their satisfactory quality, fitness for a particular purpose, reliability, timeliness, accuracy, completeness, security or that they are free from error unless specifically set out in the terms accompanying such content or service or that the site will be available to you at any given time.

you and we both consent to the non-exclusive jurisdiction of the Irish courts.

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We try to ensure that the information within the site is accurate, but your access to the site and services and any action you carry out on the basis of information you obtain from or via the site is carried out entirely at your own risk and we accept no liability for any losses that you may suffer as a result.

Unless otherwise stated, neither Clear Mobile nor any third parties involved in the provision of the site or Services shall be liable for any losses or damage (other than death or personal injury caused by negligence), costs or expenses (including indirect loss or consequential loss of use, data, profits, business or anticipated savings) arising out of or in any way connected with:

- your use of, reliance upon or inability to use the site, the Service or content;
- your dealing with any third parties, including but not limited to advertisers, promoters, vendors or service providers;
- any errors, defects, interruptions, malfunctions or delays in the site or the provision of any Service;
- reliance placed on any information (including without limitation, information concerning companies, share prices, investments or securities) material, data, communication or messages obtained, accessed or transmitted through the site or any Service;
- the loss, corruption or overwriting of any information, material, data, communication or message;
- any unauthorised access to or alteration of your computer system, software, messages, information or data otherwise arising out of the use of the site or any Service;
- the suspension or termination of the site or any Service (or any part thereof);
- any circumstance that is outside of our reasonable control; or
- any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into our agreement with you.

10. General

We may modify, suspend or discontinue the site, or any part of same, at any time with or without notice to you and without liability to you. Discontinuation may occur for any valid technical, operational or commercial reason.

If any part of these terms is determined to be legally invalid or unenforceable, such provision will be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms will continue unaffected. You or we will not be prevented from taking any further action if you or we fail to enforce the rights granted under these terms. These terms will be governed by and interpreted in accordance with Irish law and