

Clear Mobile Wi-Fi Service Terms

By using Wi-Fi Calling you agree to accept these terms. Please read these terms carefully. If you don't agree with these terms, please don't use the service.

The terms in this agreement are between you and Clear Mobile (also, "Clear", "us", "we" and "our") regarding your use of our Wi-Fi Calling service ("Wi-Fi Calling") and are in addition to the Clear Mobile General Terms. For further details, please visit [Terms - Clear Mobile](#).

1. **How it works:** 'Wi-Fi Calling' is an integrated service that allows you to make and receive voice calls over a wireless internet connection such as your home broadband, office broadband or public Wi-Fi. This should help you to make voice calls in areas with low network coverage or no mobile signal. Customers must be using a handset that supports Wi-Fi Calling. Your handset must be connected to Wi-Fi and you must switch Wi-Fi Calling to the 'on' position in your phone settings. Once connected, your phone will automatically connect to a Wi-Fi network and allow Wi-Fi Calling in conditions when your mobile signal may not be strong enough. For more information on Wi-Fi Calling please visit our website; <https://clearmobile.ie/ournetwork.html>
2. **Charges:** In the same manner as a voice call over the Network, any voice calls made with Wi-Fi Calling will deplete the voice bundle allowance included with your Price Plan. If you exceed your bundle allowances, you'll be charged for a call using Wi-Fi Calling at the same rate you would be charged for a call over the Network. These charge rates can be viewed in your Price Plan terms on our website; <https://clearmobile.ie/terms.html> .
3. Voice calls over Wi-Fi use a wireless internet connection, so in addition to the standard call charges above, you'll also use data of the wireless network you're connected to. This means you remain liable for any data charges incurred for this usage. As Wi-Fi Calling requires a wireless internet connection, you will be liable to the owner of that wireless internet connection for any charges applicable in connecting to that wireless internet connection.
4. **Roaming.** The use of Wi-Fi Calling while roaming is not supported and in general will not work. If for any technical reasons you do make a call using Wi-Fi Calling when you are outside the Republic of Ireland then charges equivalent to that for making the call from the Republic of Ireland will apply.
5. **Ending or changing the service.**
 - a. You can deactivate Wi-Fi Calling by switching Wi-Fi Calling to the 'off' position in your phone settings. For more information on how to do this please visit our website; <https://clearmobile.ie/ournetwork.html>
 - b. We may suspend, end or change Wi-Fi Calling for any reason, including where repair or maintenance work is needed. We can withdraw Wi-Fi Calling, but will provide at least 30 days' notice if we do so.
 - c. We may change these terms at any time. If we do, we will give you a minimum of 30 days' notice.
6. **Service Limitations.**
 - a. The service is dependent upon the Wi-Fi network, as well as the general availability of the public telecommunications network. You acknowledge that there are factors outside of our control which will limit our ability to provide this service to you.
 - b. We cannot guarantee specific levels of performance and the call quality will depend on the number of other devices connected to the wireless internet connection.
 - c. Please note that calls made over Wi-Fi will be disconnected if the Wi-Fi signal is no longer available and you'll need to redial to continue with your call through our normal mobile network.
7. **Blocked calls.** We reserve the right to block communications over Wi-Fi networks, for example, in order to prevent fraud where required by court order.

8. **Warranty** The service is provided 'as is' and as far as we are able to under the law we exclude all representations, warranties, conditions and other terms not expressly stated in these terms, including any implied warranties or conditions as to non-infringement of third party rights and fitness for a particular purpose in relation to your use of the service and related software.
9. **Our responsibilities to you**
- a. We are legally responsible to you if our negligence causes death or personal injury or we act fraudulently.
 - b. We will not be liable to you for any indirect or consequential loss or for any damages whatsoever whether foreseen or unforeseen, including but not limited to:
 - i. loss of income or profits;
 - a. ii. loss of use of the service;
 - b. iii. loss of data; lost business, revenue, anticipated savings, goodwill or missed opportunities;
 - c. or any loss or damage that is not directly caused by us or which we could not reasonably expect at the time you entered into this agreement.
 - d. We will not be legally responsible to you if we cannot provide the service because of something outside of our reasonable control.
 - e. Unless our negligence causes death or personal injury, our maximum liability to you will not be more than €200 for each claim or a series of related claims.
 - f. The terms of this agreement will not affect any rights which you may have as a consumer under any applicable law and which we cannot exclude by agreement with you.
10. **Customer Contact & Complaints.** If you have any questions concerning these terms, or you would like to contact us for any other reason, please go to www.clearmobile.ie/support.html. If you have any complaints, please log into your Clear Mobile Account or call the Complaints Line.
11. **General.**
- a. This is the entire agreement between you and us for the Wi-Fi Calling service. Should any provision of the terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the terms, and the application of that provision shall be enforced to the extent permitted by law.
 - b. This agreement is under Irish law. Any disputes can be dealt with the by courts in Ireland.