

# Clear Mobile General Terms

## The Basics

1. Your Agreement for Service is with us, Clear Mobile. Other products, promotions or services may be subject to their own terms and charges. You can find all terms and important information at [clearmobile.ie/terms.html](http://clearmobile.ie/terms.html). We recommend that you download and save a copy of this document for your future records.

2. Your Agreement starts from when we accept your application (subject to you being 18 or over, resident in the Republic of Ireland and having passed any required credit checks) and connect you to the Network. We reserve the right to refuse any application. We will use reasonable efforts to connect you to the Network on your agreed Port date or within 5 working days of your successful application or as soon as is practicable.

3. Your agreement is provided to you on a rolling 30 day period, which will continue until either of us decides to end it in the ways allowed under "Suspension" or "Termination" below.

4. We may change, terminate or withdraw this Agreement, any part of the Services or our Price Plans for any commercial, legal, technical or operational reason. Where required by our statutory obligations; we will notify you (at least one month in advance of any change coming into effect) if we make any changes to your Agreement. This notification may advise you that you have the option to terminate this Agreement without penalty during that notice period, subject to payment by you of all Charges due to date. Your continued use of the Service after the notice period will mean you accept the amendment.

5. We may change Service delivery methods or platforms from time to time. This may require you to change your SIM Card, your equipment and/or equipment settings to continue to avail of the Services.

6. This Agreement is personal to you. You can only have one active SIM Card per account. Unless we agree, you cannot transfer or assign this Agreement to anyone else. We may, acting reasonably, freely transfer or assign this Agreement without notice and, in particular, we may freely transfer existing and/or future debts due to us without notice, save where not permissible by applicable statutory provisions.

7. Where you conclude a distance contract with us, under the EU (Consumer Information, Cancellation and Other Rights) Regulations 2013 you have the right to cancel this contract during the 14 day cancellation period without giving any reason. This cancellation period will expire 14 days after this Agreement starts. To cancel, you must notify us before the expiry of the cancellation period and you can do so on our Website by contacting us via live chat or by using the cancellation form. You understand and agree that the Service will be made available for you to use during the cancellation period should you decide to use it. You will be liable for price plan charges on a pro rata basis and any additional service charges incurred by you during this period. If you cancel; we will refund

to you all payments received from you (less any charges for services used and excluding the activation fee) without undue delay. To find out more information and to access the cancellation form, please visit our Website: [clearmobile.ie/terms.html](http://clearmobile.ie/terms.html).

8. If we need to send you notices under this Agreement, we will send them to you by email, SMS, phone, post, via your Clear Mobile Account, on your bill or by uploading them to [clearmobile.ie/html](http://clearmobile.ie/html). We will use the contact details you have provided to us and you must tell us about any changes to your contact details. We will treat any notices we send you by post, email or SMS text as having been received by you within a reasonable amount of time after we send them. You must send notices to us through your Clear Mobile Account or via live chat agent or in the ways we generally allow as set out in our Website.

9. This Agreement is governed by Irish law and subject to the jurisdiction of the Irish Courts. Any reference to any legislative act or provision will, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted or replaced. Where we exercise any of our powers under this Agreement, such exercise will not prejudice or affect the exercise of any other right or remedy which may be available to us.

10. This Agreement is the complete agreement between you and us. Our agents are not authorised to agree any provision inconsistent with these terms. Any provisions of this Agreement which are intended by their nature to continue, or to come into effect after termination or suspension, will survive termination or suspension of this Agreement and continue in full force and effect. If any of the terms of this Agreement are not valid or enforceable this will not affect the other terms. We may replace any term of this Agreement that is not valid with a similar term that is. Any waiver, concession or extra time we allow you is limited to the specific circumstances and case in which it was given and does not affect our rights in any other way.

## Our Mobile Service

11. We aim to provide you with the Service at all times however 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 Service; as with all radio based systems the Service may be affected by a number of local factors, such as building materials, tree cover and even weather conditions, the number of people using the network, the movement between locations, damage to the network and so on. Data reception or speed may not be as good indoors or in a car. We cannot guarantee that your Services will be uninterrupted, timely, secure, error-free, or that it will meet your specific requirements.

12. We continuously monitor network performance and during busy periods we may need to manage traffic to ensure everyone has access to our 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

(e.g. large bandwidths or exceptionally high call volumes over long periods). In general you will not notice the difference however if for any reason traffic is exceptionally busy you may experience a temporary impact on your service such as slower speed. For more information on our network, see [clearmobile.ie/ournetwork.html](http://clearmobile.ie/ournetwork.html).

13. Where network is available, our estimated maximum attainable 4G download internet speed is 5Mbps and upload internet speed is 3Mbps. Our estimated maximum attainable 3G download internet speed is 1Mbps and upload speed is 0.5Mbps. Please note you are not guaranteed to experience this maximum speed; the actual speed you experience will depend on a number of factors including your location and surroundings, your device capability, your selected price plan, network traffic, network coverage and network signal. Certain quality of service impacts such as increased latency jitter and packet loss can also cause delay and slow down your internet access service. Your Price Plan may come with a maximum mobile data speed cap which is designed to match how you use your data. Please see your selected Price Plan for details.

14. If you experience any continuous or regularly recurring issue with the speed communicated for your internet access service then please contact us and we will attempt to diagnose and resolve your issue as per our Code of Practice. If, having gone through our assurance process, it is not possible for us 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. You may choose to exercise your rights under consumer protection legislation such as the Sale of Goods and Supply of Services Act 1980 which provides remedies for refund or repair etc., or to exercise your rights under common law for remedies such as restitution or rescission of contract. These remedies may include, but are not limited to, rectification of the issue, the selection of an alternative service, the offer of a discount or you may choose to terminate your service without penalty. In any event, our liability to you will not exceed the limit set out in these terms.

15. We may modify or suspend the service wholly or partially, with or without notice, if such action is deemed necessary by us; or if we are requested by an authorised authority; or are required to do so by legislation; or for other technical, maintenance, security reasons such as security incidents, threats or vulnerabilities; or other valid reasons. All reasonable efforts will be made to minimise such service disruptions. You will have to pay for all Charges during any such service disruptions unless we decide otherwise.

16. Reliance on call, SMS or data session content is at your sole risk. We will not be liable for any content sent or received by you. We make no representation as to the quality, accuracy, correctness, completeness or suitability of any content. You acknowledge that call, SMS or data session content may be protected by copyright, trademark or other intellectual property rights. You agree not to manipulate, distort, adapt, modify or forward

any other content without the prior consent of the holder of the rights in such content. We do not accept responsibility for the security of data sessions; when you conduct a data session, you do so at your own risk and are solely responsible for adopting such appropriate security measures against unauthorised access to and interference with your SIM Card or your equipment (or associated software/hardware and data) as may be necessary.

**17.** We make no representation and give no warranty as to the content, quality, availability, suitability or timeliness of any Third Party Service. We reserve the right to suspend or withdraw access to Third Party Services on a temporary or permanent basis at any time. Third Party Services are used at your sole risk and we are not liable for any loss or damage suffered by you arising from the use of such services. We may be required to bill you for such services. This clause includes, but is not limited to, the use of Services to access third party websites not controlled by us. We accept no responsibility for their content or services and no endorsement or approval of such sites by us may be implied.

**18.** We may issue reasonable instructions or policies, either directly to your SIM Card or by making available on our Website, concerning the use of the Services as may be necessary in the interests of; safety, quality of service, other customers, telecommunications services as a whole, or for any other valid reason. If a fair usage policy applies to your Service (or part thereof) this will be detailed in your Price Plan. You agree to comply with any policy (including any amended policy) as issued by us from time to time that applies to your use of the Services and a copy of these policies can be viewed on our Website.

**19.** You have a right to an entry, without charge, in the National Directory Database (NDD) at any time. On your request to us; we will include your name, address and your Phone Number in the list we sent to the NDD and, unless advised by you, request that you will not be included on the NDD opt in direct marketing list. We shall display your Phone Number to called persons unless you request otherwise, which you can do by contacting us.

**20.** You can use the Services to access emergency services by calling '999' or '112' free of charge. In accordance with mandatory regulatory requirements, your caller location data may be passed to the emergency services. However, your ability to access emergency services in this way is dependent on the type of service you are using and you may be restricted from accessing emergency services because of operational and technical circumstances beyond our control, such as battery and coverage.

**21.** You may use the service while located outside the Republic of Ireland. However, access to local networks will depend upon the arrangements between local Network Operators and the Network. Roaming relies on the telecommunications systems of foreign networks, over which we have no control. We cannot therefore offer any guarantees about Roaming services. Special charges will apply to such use of the Services outside of the Republic of Ireland and all charges can be viewed on our Charges webpage. We reserve the right to modify, suspend or vary the roaming service without notice at any time for

technical, operational, regulatory or legal reasons.

**22.** Under EU Roaming Regulations, you can use your domestic allocation of calls and texts while roaming in the EEA in the same way you use the allocation domestically. For any other service usage when Roaming in the EEA; standard rates will apply. You can use your domestic data allowance in the Republic of Ireland and the EEA subject to fair use in line with the EU Roaming Regulations. Where your fair use data allowance has been fully consumed, a surcharge rate will apply. No carryover of any unused allowance is permitted. Your applicable fair use allowance is detailed in your Price Plan on our Website. All additional rates are set out on our Charges webpage.

**23.** Roaming on this Service is intended for periodic travel. It isn't meant for users roaming on a semi-permanent or permanent basis. In line with EU Roaming Regulations; we may take action to prevent abusive or anomalous use of roaming services. You must be normally resident or have stable links entailing a frequent and substantial presence in the Republic of Ireland and we may request reasonable proof of same.

**24.** There is a regulated data roaming spend cap in place to ensure your roaming usage shall not exceed the regulated amount per billing period; please see your Price Plan for the cap amount. The cap will apply to all roaming usage whether inside or outside the EU. When the cap is applied any data that is course of being downloaded may be lost. You can decide to lift this cap at any time by contacting us.

**25.** For any other destination outside of the EEA allocations cannot be used while roaming and you can view applicable charges on our Charges webpage.

### Your Obligations

**26.** You are responsible for the acts and omissions of all persons using the Services and SIM Card under this Agreement. Without any prejudice to any provision of this Agreement, you agree:

**a.** to use the Service as a consumer for your own 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. You may not resell the Service;

**b.** to use the Services in accordance with this Agreement, any other reasonable requests or instructions we (or an authorised authority) give or make available to you and you understand that failure to comply with same entitles us to disconnect the Services;

**c.** the information on your application form is accurate and you will provide any further information and assistance, as may be reasonably requested by us. Such requests may relate to our ability to enable the delivery of Services to you; to investigate any faults or issues; and to investigate to the manner of using or provision of the Services, including any alleged offences;

**d.** to not use, or permit the use of, the Service or the SIM Card for any improper, abusive, indecent, obscene, unlawful, harmful, unauthorised, defamatory or fraudulent purpose or to cause any injury, offence or annoyance to any person or in a way that

breaches another person's rights or for any commercial purpose (including the sending of automated or unsolicited messages to any person);

**e.** to not use, or permit the use of, the Service or the SIM Card so as to cause the operation of the Network or the quality of service to be jeopardised, negatively impacted, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;

**f.** to only use approved equipment with the Network, to comply with all laws, regulations and user guides governing its use and to remain solely responsible for the manner in which the SIM Card is used;

**g.** to promptly pay all Charges via debit or credit card and to promptly notify us of any change of name, address, other contact details or cessation of the Service by you;

**h.** to tell us immediately if our SIM Card is lost or stolen or damaged. You will remain liable for all Charges incurred until we are aware of same. We will provide a replacement SIM Card and we may charge you for this replacement SIM as set out in Charges. The loss or inability to use the SIM Card does not automatically terminate this Agreement or your liabilities; and,

**i.** to indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings, howsoever arising from any breach of this clause.

### Billing and Charges

**27.** Details of our Price Plans and all Charges are published on our Charges webpage: [clearmobile.ie/charges.html](http://clearmobile.ie/charges.html). All Charges include VAT unless otherwise stated. Any unused portion of the monthly allocation associated with a Price Plan cannot be carried over to the next billing period. Our Price Plans may be amended or withdrawn for any commercial, technical, operational, legal or regulatory reason.

**28.** Charging rates and methods may vary depending on the type of call, data or text sent or received. You must pay all Charges incurred through your SIM Card whether or not incurred by you personally and for all costs incurred in enforcing this Agreement through one of the payment options we make available to you.

**29.** A once off non-refundable SIM Card activation fee applies to the Service and will be charged upfront as part of the order process; see our Charges webpage.

**30.** You are responsible for the management of your device configurations and should be aware that certain settings, updates and connections can incur data usage and charges. To avoid unexpected charges, in particular while roaming, you can disable automatic updates and connections.

**31.** Usage of Services outside of your Price Plan allowance will be charged for at the rates on our Charges webpage. Certain Services are charged on the basis of the volume or type of transmissions sent and/or received by your SIM Card over the Network. Our determination of the volume of transmissions will be conclusive. Volume indications given on handset screens may not be accurate. If there is a minimum charge for each session conducted using your SIM Card and such session is terminated for any reason,

the minimum charge may apply again if it is re-established.

**32.** Each 160 characters (or part thereof) of each text message in the English language is charged as a separate text message. The number of characters allowed per text message may be reduced where the default language is changed from English. Whilst we will make every effort to ensure that all text messages are delivered, you will be liable for all charges in respect of any text messages that are not delivered.

**33.** We charge for your Price Plan in advance but cannot do this for usage of the Services. Therefore, on your bill, the Price Plan charge is for the upcoming month and the usage charges are for the month just passed. We will endeavour to ensure all charges are billed in a timely manner however in certain circumstances (e.g. roaming) there may be a dependency on third parties to provide usage details.

**34.** Your bill will be provided on a periodic basis (usually monthly) and will state the amount you owe to us and the due date of payment. For bill transparency and to help you monitor your level of consumption you can view your bill online using your Clear Mobile Account.

**35.** By default, your bill is provided to you online via electronic format. We will send you a notification when your online bill is available to view. You can access your online bill by signing into your Clear Mobile Account. This is a password protected secure area where you can view, print and/or download your bill in pdf file format. The last 12 months of bills will be available online and this functionality is available to all Customers. As you receive data services as part of your Price Plan you verify you can access and use your online bill. If for any reason you cannot reasonably access your online bill please contact us and we will provide you with a paper bill free of charge. This will be sent to the address provided at the time of application (or any other address notified to us) and will be deemed received on the second postal day after the date of posting. We may for operational reasons change our billing methods and periods and issue interim bills if or where necessary. A charge will apply for additional copies of a bill; see our Charges webpage.

**36.** We have a capped spend limit on out of plan charges of €30 per billing period. We will endeavour to notify you at 80% of this limit and again at 100% at which point you will no longer be able to access any charged for Services. You will still have full access to your remaining Price Plan inclusive allowance. You can request the spend cap to be removed by contacting us on our Website via live chat. Please note the maximum spend limit is hard capped at €300 per billing period. We reserve the right to amend the spend cap and the maximum spend limit. Advance payments may also be required, which will be credited to your account. No interest will accrue on any deposit or advance payment.

**37.** All Charges and other payments must be paid by the due date specified on the bill. You may be charged a failed payment fee (provided the failure is not caused by us) if you do not pay your bill by the due date specified on the bill; see our Charges webpage. Failure to pay your bill by the due date may lead to your account accruing an outstanding balance

which may lead to service suspension and/or termination as set out below.

**38.** You must pay your bill by direct debit to a nominated credit or debit card which must be provided by you at the time of application. You must ensure that your account has a valid debit or credit card associated with it at all times. You may update your payment method by logging into your Clear Mobile Account.

**39.** We reserve the right, at any time, to set-off any sum owing by you to us against any sum due by us to you, whether under this or any other agreement with us.

#### **SIM Card and Phone Number**

**40.** You do not own the Phone Number we provide you with as part of the Services. We reserve the right at any time to alter or replace the Phone Number allocated to you or any other name, code or number whatsoever associated with the Service.

**41.** We will issue you, and license you to use, a SIM Card to access the Services and for no other purpose, on the condition that the SIM Card shall remain our property and shall be returned to us upon request. We may charge you for the cost of checking, repairing or replacing a SIM Card; see Charges webpage.

**42.** Where we supply you with goods; we have a legal obligation to supply goods that conform with this contract.

#### **Switching Operators**

**43.** By entering this Agreement and requesting to Port the mobile number you provide to us; you warrant and represent to us that you are the account holder, legitimate owner or authorised representative of that mobile number in your existing Network Operators records.

**44.** You acknowledge and agree that:

**a.** This is a request to port to Clear Mobile.

**b.** We may vary the Porting requirements from time to time. If this Agreement has been signed and a later Porting date has been requested, the service and your obligations pursuant to this Agreement will not commence until the selected Porting date;

**c.** If you wish to Port to us, you must complete the application form or online Porting process. Ports may be requested up to 30 days in advance of the required Porting date;

**d.** You cannot withdraw your instruction to Port once the Porting process has commenced. Ports may be cancelled (prior to commencement of Porting process only) by contacting us to request the cancellation. The status of the Port at the time of cancellation will determine the inter-operator processes and the ability to cancel; and,

**e.** Your request to Port will terminate service on the provided mobile number with your existing Network Operator; and revokes any previous notice to terminate service with your existing Network Operator, if any.

**45.** You acknowledge that on Porting:

**a.** only your Phone Number will be Ported;

**b.** services offered by your existing Network Operator will not necessarily transfer or be available on the Network, this will include the loss of voicemail messages, SMS messages, data or facsimile services;

**c.** unused credit and benefits will not transfer and will be lost;

**d.** termination charges (and/or other outstanding contract obligations) may apply with your existing Network Operator and you are liable for these;

**e.** you may need to get SIM Card security or network locking functions removed by your existing Network Operator or get new equipment. Your existing handset may not be type-approved on our Network and performance or functionality may vary as a result of this, certain settings may require updating;

**f.** for multi-line ports you or your authorised representative may be contacted by your existing Network Operator seeking to confirm that the port is authorised; and,

**g.** Ports may be rejected if information you provide is incorrect, inaccurate, false, misleading or does not match the data held by your existing Network Operator; the Phone Number in your possession has been reported lost or stolen; your Phone Number has been returned to the pool of available Phone Number's following cessation of use or if you give fraudulent, false or misleading information you acknowledge that you will be personally liable and responsible for such information and you may, in appropriate cases, be referred to the lawful authorities for prosecution.

**46.** We do not warrant, represent or undertake that your Phone Number will be Ported within any specified timeframe or at all, however, we will endeavour to Port your Phone Number within the shortest possible time on the date we have agreed and in any case within 1 working day of same. Please contact us in the event of Porting delay and we will deal with your query, and advise on any potential compensation or refund arrangements, in accordance with procedures set out in our Code of Practice.

**47.** Porting away from us will be treated as a termination of this Agreement.

**48.** During the Port process there may be a period of outage of your mobile service and/or any related or ancillary services. We will not be liable or responsible for any damage, loss, costs or expenses or other liability in contract or otherwise direct or indirect incurred as a result thereof. This does not affect your statutory rights.

#### **Use of Your Personal Information**

**49.** This section is in conjunction with our Privacy Policy, which is in addition to and forms part of these terms, and is available on [clearmobile.ie/aboutus/privacy.html](http://clearmobile.ie/aboutus/privacy.html).

**50.** We will comply with all of our legal obligations without limitation under the Data Protection Legislation. We will collect and process personal data for legitimate business purposes that are connected with the delivery of the Services to you as set out in our Privacy Policy. By entering this Agreement, you acknowledge that your personal data will be used for the legitimate business purposes of Clear Mobile as set out in the Privacy Policy and which may include the following:

**a.** processing your application,

**b.** conducting credit and anti-money laundering checks,

**c.** supplying you with our products or Services,

**d.** administering your account,

**e.** calculating usage, charges and invoicing,

- f. customer services and the efficient management of call and traffic data, monitoring and recording calls to or from our care support service for training and quality purposes,
- g. customer record purposes and in order to track reported problems;
- h. to prevent, detect and investigate fraud or any other criminal activity;
- i. to investigate improper use of the Services or the Network;
- j. to contact you about our special offers and promotions, unless you have opted out of direct marketing communications; or
- k. to review aggregate usage behaviour on the network and billing history for pricing, statistical and customer service purposes.

51. The use of your information for purposes other than those outlined in this Agreement will be subject to your consent as given in your application form and your authorisation. If you wish to change your data preferences at any time, please do so by contacting us at [clearmobile.ie/myaccount.html](mailto:clearmobile.ie/myaccount.html).

52. Personal data will be retained for a reasonable period in a secure environment in accordance with our legislative obligations under the Data Protection Legislation.

53. We may find it necessary to disclose certain Customer information to our group companies, other Network Operators and our agents and also to third parties as described in our Privacy Policy.

54. We will respect your rights (as defined by Data Protection Legislation). If you wish to exercise your rights, please visit [clearmobile.ie/aboutus/privacy.html](http://clearmobile.ie/aboutus/privacy.html)

55. We will, as part of any dispute resolution process between us and you, disclose such personal data as it deems reasonable and necessary, to the arbitrator/mediator in confidence.

### Suspension & Termination

56. We may immediately, without notice, suspend or terminate the Service wholly or partially for any valid reason, including without limitation, where:

- a. you do not comply with, or we in our reasonable opinion consider that you are not complying with, the terms of this Agreement;
- b. you breach any provision of the "Your Obligations" section;
- c. you engage in any activity (or permit any activity) which we, in our sole discretion determine or consider (a) to be contrary to this Agreement, existing legislation or regulations applicable to provision of the Service or (b) is or is likely to have an adverse impact on the quality of the service or the integrity of the Network. Such activities may include (but are not limited to) using the service to make Calls to or from any mobile gateway, 'SIM box' or similar or related devices;
- d. you fail to pay us any monies due under this Agreement on the due date specified in any bill or we reasonably believe that you are, or will be, unable to comply with payment obligations, or represent a credit risk as may be determined by us from time to time;
- e. if the Network requires modification or maintenance or for security or technical reasons it is not possible to provide the Services; or,
- f. we are unable to contact you following reasonable efforts.

57. During any period of service suspension, you will remain liable for all Charges unless we decide otherwise. We reserve the right to reconnect you to the Network and to charge you for each reconnection and/or require revised payment terms (including security payments).

58. This Agreement may be terminated by either party at any time by giving at least 30 days' notice or on the completion of the Porting process.

59. Where the Agreement is terminated all charges will continue to accrue and be payable until the date of termination, depending on the circumstances. If you Port from our Service, you accept that usage charges for the immediate billing period prior to Porting out will be applicable, plus any other relevant charges or outstanding amounts on your account. In certain circumstances we may become aware of outstanding charges after the date of the bill issued on termination (e.g. roaming charges that are subsequently advised to us by our roaming partners), in these circumstances, we will be entitled to raise subsequent bills and you will be obliged to discharge all such bills by the due date specified on the bills.

60. Aside from any other provision contained in this Agreement, we may, by written notice via email or SMS, terminate this Agreement with effect from the date set out in the notice, and cease to provide the service, where:

- a. there is a failure by you to observe or perform any term or obligation set out in these terms, this Agreement or any relevant law;
- b. you fail to rectify the reason which has given rise to a suspension of the Service under our Suspension & Termination clause, within 14 days of the suspension being imposed;
- c. you supply us at any time with false, inaccurate or misleading information;
- d. you are adjudicated bankrupt, become insolvent or make any composition or arrangement with or assignment for the benefit of creditors; or,
- e. if for any reason we are unable to provide the Service.

61. Upon suspension or termination of the Agreement, we will disconnect your SIM Card from the Network.

62. Subject to Clause 21; the Services are supplied for domestic use in the Republic of Ireland. We will monitor the use of any newly activated SIM Cards on the Network to ensure the SIM Cards are being used in Ireland. In circumstances where there is no usage in Ireland following activation, we reserve the right to deactivate the SIM Card without further notice.

### Liability

63. We will exercise such reasonable skill and care in the provision of the service as may be expected of a reasonably competent Network Operator. Except as expressly stated in this Agreement, all conditions, terms, warranties and representations (whether express or implied by law) in relation to the provision of the Service are excluded to the fullest extent permitted by the applicable law. As you are a consumer, the terms of your Agreement will not affect any statutory rights which you may have under any law and which

we cannot limit or exclude under any contract or agreement with you.

64. We will have no liability to you (or to anyone claiming through you) for any direct or indirect or consequential loss suffered (whether or not foreseen or foreseeable), including loss of profit, or loss of goodwill for any reason. Scenarios where this applies include, but are not limited to, the following:

- a. failure, interruption, delay, suspension or restriction in providing the Service which is due to any act of God, civil commotion, pandemic or epidemic, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority (whether local, national, international or supranational), an act of default of any supplier, agent or other person, strikes, work stoppages or labour disputes or any other cause whatsoever which is beyond our reasonable control or any other Service issue or cause whatsoever;
- b. any unlawful or unauthorised use of or access to the Network, Service or SIM Card by you or third parties;
- c. any claim arising out of any act or omission by you, your servants, or agents, or arising out of any reliance placed by such persons on content;
- d. any valid suspension of the service or termination of the Agreement;
- e. any claim arising in relation to the provision (or non-provision), maintenance or use of telecommunications lines, channels, equipment, networks or services or arising out of transmissions being dropped or connections being lost for any reason; and/or;
- f. any loss, theft or malfunction of the SIM Card.

65. We will not be liable for any indirect or consequential loss or damage whatsoever (whether it is foreseen or unforeseen) including but not limited to loss of profits, data, revenue, business, anticipated savings, or goodwill. Nothing in these terms will have the effect of excluding or limiting our liability for death or personal injury resulting solely from its act or omission. Otherwise, any liability we have to you under this Agreement will not exceed the sum of €2,000 per claim.

66. We will not be liable for the effects upon you, or upon any electronic or radio systems in equipment, vehicles or aircraft in your vicinity, of any emissions or transmissions to, from, through or by the Network and/or the equipment.

67. We accept no liability whatsoever for; (i) any product or service advertised or promoted, offered or sold by third party service providers for use on the Network or otherwise, including any mobile phone or device used in conjunction with the service, or; (ii) any omissions and/or errors which may be included in any marketing communications in this regard.

### Customer Support, Code of Practice and Complaints

68. The various customer support and maintenance services provided by us change from time to time; details of the most up-to-date services are available at [clearmobile.ie/support.html](http://clearmobile.ie/support.html).

69. If you are a customer with special needs (for example an elderly or disabled customer) we can provide you with information material in other formats, such as braille, audio

or large print by contacting us. You can also view our accessibility statement on our Website.

**70.** If you are unhappy about the Services or if you wish to raise a dispute with us in relation to anything in this Agreement, please log into your Clear Mobile Account or call the Complaints Line. Our Code of Practice contains information on our complaints procedures, on the settlement of disputes and on how to request a refund or compensation from us for failures by us to meet contracted service quality levels or, where applicable, in the case of security incidents threats and vulnerabilities. It also provides information on accessing the EU online dispute resolution platform. If, at the end of the complaints process, you feel your complaint has not been properly addressed, you can contact the Commission for Communications Regulation at [www.comreg.ie](http://www.comreg.ie) or the Competition and Consumer Protection Commission at [www.ccpcc.ie](http://www.ccpcc.ie).

### Definitions

**Agreement:** the legally binding agreement between you and us comprising these terms, the terms set out in your application form, your Welcome Letter, our Privacy Policy, your Price Plan, your contract summary and any additional service specific or promotional terms chosen by you.

**Call(s):** a transmission made over the Network for the purpose of communicating a voice or data message (which includes, without limitation, short text messages and usage of Data Sessions).

**Charges:** the charges for the Services, as published on [clearmobile.ie/charges.html](http://clearmobile.ie/charges.html), including, but not limited to, activation charges, Price Plan charges, out of plan charges, Call, SMS or data charges, any applicable additional usage charges calculated according to the rates prevailing from time to time, administrative charges and charges for Third Party Services which you may choose to receive.

**Clear Mobile:** Clear Mobile is a trading name of Vodafone Ireland Limited, a private company limited by shares, whose registered office is at Mountain View, Leopardstown, Dublin 18, Ireland under company number 326967, which includes the terms "we" "us" and "our".

**Clear Mobile Account:** a password protected online area on our Website at [clearmobile.ie/myaccount.html](http://clearmobile.ie/myaccount.html) where you can view and manage your account.

**Customer/ You:** the individual or entity who accepts these terms and, where applicable, uses the Service and/or signs the application form and remains an active Customer on the Network, or any person reasonably appearing to us to be acting with such authority.

**Code of Practice:** available on [clearmobile.ie/aboutus.html](http://clearmobile.ie/aboutus.html)

**Complaints Line:** the customer support line available to register a complaint by calling 1800 111 129 (International: +353 203 8830) – this call is not charged.

**Data Protection Legislation:** Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the GDPR), the Data Protection Acts 1988 and 2018, any other relevant data protection and privacy law and any amendment, replacement or supplement thereto, from time to time.

**Data Sessions:** a connection to the internet or mobile internet established using GPRS, 3G/4G/UMTS, or other technology made available over the Network from time to time.

**EEA:** European Economic Area.

**EU Roaming Regulations:** Roaming Regulation 2012 (EU) No 531/2012 as amended.

**Network:** all of the Clear Mobile and other mobile telecommunications networks and systems used to provide the Services, including all of the cables, exchanges, transmitters, receivers, computer hardware and software, and other equipment and facilities by which the Services are provided (excluding equipment owned or used by the Customer and by other users and Customers of the Services).

**Network Operator:** a licensed mobile telephony service provider.

**Phone Number:** Mobile Station International Subscriber Directory Number (MSISDN) - the unique mobile phone number programmed into a SIM card.

**Port/Porting/Ported:** transfer of a Phone Number for use from one network to another network.

**Price Plan:** the price plans for a billing period made available by us for Services chosen by you. All Price Plans, with associated details and charges, are viewable on our Charges webpage.

**Privacy Policy:** our privacy policy which can be viewed on [clearmobile.ie/aboutus/privacy.html](http://clearmobile.ie/aboutus/privacy.html).

**Roam / Roaming:** a Service which allows you to use your SIM Card on other Network Operator's networks, usually outside the Republic of Ireland, subject to the EU Roaming Regulations.

**Service(s):** means any service that we provide to you under this Agreement including airtime service enabling access the Network (allowing you to make or receive calls and messages and to send and receive data).

**SIM Card:** means, unless otherwise specified, the card provided to you by us which contains your Phone Number and enables you to access our Services.

**Third Party Services:** any service promoted or provided by third parties to the Customer over the Network.

**Website:** [clearmobile.ie.html](http://clearmobile.ie.html) or any such other website or URL which we may dictate to you from time to time.

**Welcome Letter:** a document which we may provide to you which contains information on your Agreement.

**Version: 14/01/2021**