



MyGoMo Terms and Conditions

These terms and conditions are between us GoMo and you, an individual user of the "MyGoMo" service. You should note that we may modify or amend these terms and conditions at any time, with or without notice to you, by posting a copy of the modified or amended terms and conditions at www.gomo.ie/terms/

You agree to the modified or amended terms and conditions if you continue using the "MyGoMo" service following the date they are posted.

These terms and conditions relate to the "MyGoMo" service specifically, to visitors to the "MyGoMo" section of the GoMo website, and to use of "MyGoMo" log-on details and profile information. By creating or using a "MyGoMo" account, you are agreeing to these terms and conditions, and the GoMo Privacy Policy referred to below, each as amended from time to time. Any access or use of "MyGoMo" is undertaken at your own risk.

Registration, Information and Log On Details

In order to access and use the "MyGoMo" service, registration will be required. Only GoMo customers can so register. To register as a user, you are required to provide us with certain details requested by us, such as account number or mobile number. The information so provided, and all other information associated with your "MyGoMo" profile and provided by you, (together "Account Information") must be (and you are responsible for ensuring that it remains) accurate, complete and up to date. You warrant that all Account Information provided relates to an account owned by you. You agree to indemnify us in the event of any claim made against us or loss suffered by us as a result of a breach of such warranty. Your username will be the email address provided by you and a corresponding password must also be chosen. It is advisable that the email address that you provide for your username be a valid email address that you use and check regularly. We reserve the right to immediately and without notice withdraw, bar or suspend the provision of part of or all services to you if the username provided by you is, in our opinion, illegal, offensive, discriminatory, in bad taste or immoral.

You are responsible for the security and proper use of your username and password. It is each registered user's responsibility to change their password immediately if they believe it has been compromised. In addition, we advise you to change your username and password frequently, even if those details have not been compromised. You should notify us as soon as practicable if you become aware of or suspect unauthorised use of

a password. You should note that you are fully liable for all use of your password, including any unauthorised use. If such information is disclosed to any third parties, we shall not be liable for any loss or damage that may result therefrom. In this regard, your attention is drawn to the section below titled Multiple User Accounts. You are liable for all use made of services through your account, whether authorised by you or not, until you have notified us of unauthorised use and we have stopped access to the relevant account.

Users of the "MyGoMo" service may, amongst other services, check certain account details and make payments against their account. While we employ industry standard security procedures designed to prevent unauthorised interception of customer information, including credit or debit card information, you should note that there are certain inherent risks associated with internet communications, credit card and debit card use. We hereby expressly disclaim, insofar as is legally permissible, responsibility for any loss or damage arising out of any interception of customer information and/or loss or delay of transmissions between you and Ion, including those processed as part of the "MyGoMo" service. In the event of loss, theft or unauthorised use of any information or details of your credit or debit card, you should notify your bank and relevant card provider.

You should note that GoMo's security procedures include the storage of your credit and/or debit card information. This information is used for processing your payments.

Contents of Site and Intellectual Property

All content on "MyGoMo", including the text, graphics, artwork, designs, photographs, images, trademarks, logos, interfaces, structure, expression, "look and feel" and arrangement of the content, is owned, controlled or licensed by GoMo. All content contained on or within "MyGoMo" is, to the fullest extent possible, proprietary to GoMo, and is protected (as applicable) by copyright, patent and trademark laws and/or various other intellectual property laws. No right, title or interest in any of our intellectual property is transferred to you by use of or access to "MyGoMo" and you may not make any use of our intellectual property, except as permitted under these terms and conditions. We reserve all rights to "MyGoMo".

Licence

Solely as required or desirable in order to provide the "MyGoMo" service you grant us and our designees a worldwide, royalty-free, perpetual, irrevocable, non-exclusive and fully sub- licensable and transferable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display your Account Information, in whole or part, and/ or to incorporate it in other works in

any form, media, or technology. You represent and warrant that you have all necessary rights, consents and permissions to your Account Information necessary to grant this licence.

Privacy Policy

Our Privacy Policy and our terms and conditions which are located on our website set out how we may use information provided by you when accessing and using "MyGoMo". Please read our Privacy Policy located at www.gomo.ie/privacy

And our service terms and conditions located at www.gomo.ie/terms/.

Cessation of Access to "MyGoMo" Profiles

In the event that you cease to be our customer, your access to your "MyGoMo" account will be disabled and you will no longer be able to access your "MyGoMo" Account Information.

Multiple User Accounts

Usage and certain other information (including account information) relating to multiple persons receiving services from us or our affiliates under the same account ("Connected Parties") will be visible within the "MyGoMo" profile(s) to which that account is linked. "MyGoMo" users and Connected Parties must therefore note that in such circumstances they can have no expectation of privacy as between "MyGoMo users" and Connected Parties with regard to any aspect of their account(s) and they hereby expressly consent to the disclosure of their Account Information (including data, talk, webtext or SMS text usage of others on their account) to all other users linked with the relevant "MyGoMo" account.

Restrictions on Use

"MyGoMo" is solely intended for your personal use. You may use the contents of "MyGoMo" only in accordance with these terms and conditions. "MyGoMo" may not be copied, reproduced, distributed, republished, uploaded, and posted, transmitted in any way or otherwise dealt with without our prior written consent. You may not misuse "MyGoMo" (including without limitation, by hacking. We may (in our sole discretion) suspend or revoke your "MyGoMo" registration if these terms and conditions are breached by you

Linking

"MyGoMo" may contain third party information and links to third party web sites, wherever we deem it practical such third party information is marked. Links to third party web sites are solely for your convenience. If you use these third party links, you leave "MyGoMo" and our terms of use and all terms and conditions of our website and/or "MyGoMo" cease to apply. We do not control, and take no responsibility whatsoever for such third party web sites, nor do we endorse, authorise or approve the third party content thereof. We do not represent or warrant that the information accessible on those websites via "MyGoMo" is accurate, complete or current or that the use of that third party web site is free of risk or other damage. Accordingly we shall not be liable for any loss or damage arising from use of reliance upon information contained within such third party web sites, which are subject to separate terms of use.

Services

In addition to these terms of use, other terms and conditions may apply to specific services that may be available from "MyGoMo" through your account. You can of course stop using the services at any time. Prior to requesting any services, or content available through our websites (and acknowledging that same is bound and protected by intellectual property rights which you agree is not to interfere with or breach), you should ensure (i) that your access device is compatible and appropriately enabled to receive the selected materials (if you are unsure as to whether this is the case, you should check); and (ii) that you have, where materials are to be downloaded, sufficient memory capacity available to receive and save those materials. We reserve the right in our sole discretion at any time to refuse you access to the services, terminate your account with us, remove or edit content or services. In addition to anything else we can do, we reserve the right to immediately and without notice withdraw, bar or suspend the provision of part of or all services to you or end our agreement with you under these terms of use with immediate effect if you breach any provision of these terms of use and/or we believe the services are being used in a prohibited manner, even if you are unaware that the services are being used in such a way.

Disclaimers

We provide "MyGoMo" and its contents on an "as is", "where is" basis with no warranties, representations, conditions or other terms whatsoever, express or implied. To the fullest extent permitted by law, we and our directors, officers, employees and agents expressly disclaim all warranties, representations, conditions or other terms in respect of "MyGoMo", express or implied including, but not limited to, the implied warranties of merchantability, correspondence to description, fitness for a particular purpose, or non-infringement.

"MyGoMo" content and services may be impaired by geographic, atmospheric or other conditions or circumstances beyond our control including, without limitation, congestion, network coverage, dropped connections, the performance of your computer and the maintenance of secure network connections. Due to the nature of interactive facilities and the internet generally, we give no representations or warranties that "MyGoMo" content or services provided, will be timely or free from delays, interruptions or errors.

Whilst we have made - and will continue to make - great efforts to provide accurate, current and complete information, we cannot guarantee that the information (including but not limited to translation of "MyGoMo" content into various languages other than English) contained or referenced in "MyGoMo" or future information supplied is adequate, accurate, reliable or complete and we disclaim all liability and responsibility for such information and possible errors or omissions in the contents of "MyGoMo". We do not represent or warrant that the access, use, functions or content will be uninterrupted or error-free, that the contents will be correct, accurate, reliable, meet your requirements, or that there will be no delays, failures, errors or omissions or loss of transmitted information, that no computer viruses will be transmitted or that no damage will occur to your IT systems. You agree that you download or otherwise obtain content from "MyGoMo" at your own discretion and risk and that you are solely responsible for protecting your data and/or equipment (and for any damage or loss thereto) and for taking appropriate precautions to scan for computer viruses, worms, Trojan horses or other malicious code.

Limitation of Liability

Except where prohibited by law, in no event will we be liable to you for any loss or damage, whether direct, indirect, consequential, incidental, special, exemplary or punitive, including but not limited to loss of profits, loss of business, loss of opportunity, loss of data, whether such claim is based on warranty, contract, tort (including negligence) or equity, howsoever arising out of or in connection with your use of or inability to use "MyGoMo" or any action or decision made by you in reliance on "MyGoMo" and its contents or any unauthorised use or reproduction of this website and/or its contents. This limitation shall also apply to performance or non-performance of "MyGoMo" generally or any other information that appears on or is advertised through any links to or from "MyGoMo".

Indemnity

You agree to indemnify and hold us, our officers, directors, employees, agents, shareholders and affiliates, harmless from any demands, loss, liability, claims or

expenses (including legal costs), made against us by any third party due to or arising out of or in connection with your use of "MyGoMo".

Miscellaneous

There shall be no waiver of any terms and conditions unless such waiver is in writing and signed in advance by or on behalf of us. If any of these terms and conditions are unlawful, unenforceable or void, such terms and conditions shall be deemed severable and will not affect the validity and enforceability of the remaining provisions of these terms of use.

"MyGoMo" and the content and services available therein may be updated from time to time. We may vary any content or the technical specification of any aspect of "MyGoMo" at any time without notice. We reserve the right to withdraw any service at any time or to suspend or restrict access to the whole or any part of "MyGoMo" for repair, maintenance, updating or upgrading or for the introduction of new facilities or services at any time. We will attempt to limit the frequency and duration of any such suspension or restriction.

Disputes, Governing Law and Jurisdiction

If you wish to raise an issue with us in relation to these terms and conditions, you should contact us. Contact details for customer enquiries are available on www.gomo.ie/help-support/

The "MyGoMo" service is governed by the laws of Ireland. The Irish Courts shall have exclusive jurisdiction over all claims and/or disputes arising or in relation to out of or in connection with the "MyGoMo" service and its use.

Feedback and Contact Us

We welcome users' feedback in relation to our web site. Please contact us here www.gomo.ie/help-support/ to give us comments. Please note that any comments posted on our websites will be deemed non-confidential and used on an unrestricted basis.