



Fibre Broadband Service Terms and Conditions

Agreement

- 1.1 Your agreement is with GoMo and these terms and conditions together with your Application apply to our provision of the Broadband Service to you.
- 1.2 The Broadband Service is provided to you as a consumer and is for your own private, domestic, personal and non-commercial use at your Home.

Commencement and duration

- 2.1 This Agreement is effective from the time we accept your Application (and have confirmed that you are 18 or over, have provided valid proof of identity/address/eircode and such evidence of residency in Ireland as we may require, and you have passed any required credit check) and shall continue in full force and effect until properly terminated by you or by us as permitted by this Agreement. Acceptance of you as a customer is at our sole discretion and we shall have no obligation to provide you with any reasons if we decide not to accept you as a customer.
- 2.2 We make the Broadband Service available to you on the terms and conditions of this Agreement and we will connect you to our Network as soon as we can so that you can access the Broadband Service.
- 2.3 The Broadband Service is subject to a minimum contract term of 30 days (the "Broadband Service Minimum Period"). The Agreement will continue for at least the Broadband Service Minimum Period although you may cancel the Broadband Service before the end of the Broadband Service Minimum Period in accordance with clause 2.5.
- 2.4 The Agreement and the Broadband Service may be terminated by you or by us at any time after the end of the Broadband Service Minimum Period on the giving of at least thirty (30) days' notice to the other in accordance with clause 14 subject to:
 - (a) clause 10.9 which shall govern the termination of this Agreement and the Broadband Service where you wish to switch to an alternative broadband service provider; and

- (b) clause 6.4 which shall govern the termination of this Agreement and the Broadband Service in the event of any continuous or regularly recurring discrepancy between the actual performance of the Broadband Service and the Speeds set out in clause 6.2.

Where you issue a termination notice to us, the termination will take effect on the next billing date for the Charges after the issue by you of the termination notice (which may be sooner than the expiration of the thirty (30) day period following the issue by you of the termination notice). In the event that we do not receive thirty (30) days' notice of termination from you in accordance with clause 14, you acknowledge that you may be liable to pay us a termination charge amounting to one (1) month's Charges.

- 2.5 In the event that you are a consumer concluding a distance contract with us, within the meaning of the Consumer Rights Act 2022 you shall, on giving notice to us in accordance with clause 14, have the right to cancel the Broadband Service within fourteen (14) days of the commencement of the Agreement, which shall in the case of provision of the Broadband Service be the day the Broadband Service is activated by us for the very first time.
- 2.6 We will notify you at least one (1) month in advance in accordance with clause 14 of any material change(s) to your Agreement or to the Broadband Service, or to the Charges for the Broadband Service you are using. If you do not accept such change(s), you may without charge cancel this Agreement by notifying us in accordance with clause 14 within one (1) month of us telling you about any change(s), to let us know that you want to cancel. The right to cancel will apply except if the change(s) to the Agreement and or to the Broadband Service are (1) exclusively to your benefit, (2) are of a purely administrative nature and have no negative effect on you or (3) are directly imposed by European Union or national law. You will be deemed to have accepted any implemented change(s) by continuing to use the Broadband Service after the date of the change(s).

Installation

- 3.1 In order for you to receive the Broadband Service your Home must (1) be located within a geographic area covered by our Network and (2) be capable of a standard Broadband installation as determined by us.

- 3.2 On the acceptance of your Application and the placing of an order for your Broadband Service we will use reasonable efforts to connect and activate your Broadband Service as soon as practicable.
- 3.3 We will provide you with a timeline within which we will seek to deliver the Broadband Service, and that timeline may vary from customer to customer depending on the circumstances affecting the delivery mechanism of the Broadband Service to your Home. The dates are estimates only and we cannot guarantee that we will meet such dates.
- 3.4 The Broadband Service shall be provided to you by way of either (1) a Full-Install or (2) a Self-Install.
- 3.5 The requirement for a Full-Install will be confirmed, in advance, by us. You will be notified of an initial appointment date and time (within our normal working hours) for the installation of your Broadband Service. If you wish to reschedule this initial appointment, you can do so by contacting us via your “MyGoMo” page on our website by no later than the previous Business Day prior to the appointment.
- 3.6 For a Full Install our agents will contact you directly as our engineer will require access to your Home to install your Broadband Service. You must allow our engineer access to your Home so that they can install the Broadband Service, connect the Broadband Equipment and carry out any works necessary for the provision of the Broadband Service. You must have your Home ready and safe for our engineer to arrange the installation of the Broadband Service.
- 3.7 With a Full Install our engineer will conduct an initial overview and survey of your Home to ensure that your Home can be provided with the Broadband Service. Our engineer will discuss with you the best and neatest way to install the Broadband Service at your Home. To receive the Broadband Service, our engineer may need to run a fibre cable from our Network in the street and clip it to the outside wall of your Home. The engineer may also have to drill a small hole in your wall and bring the cable into your Home and attach it to the Broadband Equipment. The engineer will agree with you the best location for your Broadband Equipment (including your modem) to be set up and ensure the Broadband Service is up and running.
- 3.8 Additional work may be required depending on the connection to be made from your Home to our Network in the street. For example, we may need to install cables,

ducts and poles at your Home, and we may need to dig on your property to do this. The engineer will discuss with you if work of this nature is required.

- 3.9 By allowing a Full Install to take place, you accept that we may leave certain Broadband Equipment installed at your Home, for example, the external and internal wiring, fixings and an ONT and that such Broadband Equipment will remain at your Home upon termination of this Agreement.
- 3.10 We shall make commercially reasonable endeavours to install the Broadband Service to your Home. We will not install the Broadband Service where extensive construction over and above standard needs is required. If we reasonably determine that the installation is not standard and is unable to proceed, we will cancel your order for the Broadband Service and refund any monies you have paid in full.
- 3.11 You acknowledge that we do not have to install the Broadband Service and/or any Broadband Equipment at your Home if we consider it is not safe to carry out the work for health and safety reasons or your Home is otherwise not suitable for installation.
- 3.12 The installation of the Broadband Service and the Broadband Equipment both outside and inside your Home may require the agreement or consent of third parties, for example your local authority if civil installation works need to be carried out on the public road in front of your Home, your landlord if you are a tenant at your Home or your neighbour(s) if you share a driveway or if ducts, poles and fibre optic cables need to be installed or located in, or cross, their property. You are responsible for ensuring that all such agreements and third-party consents have been obtained before we install the Broadband Service and the Broadband Equipment at your Home. You agree that you will indemnify us in respect of any claim of trespass by a landlord or any third party in circumstances where you have failed to obtain the appropriate consent as required under this clause. If you fail to obtain any required third-party consents, we reserve the right to immediately terminate this Agreement without penalty, cease the Broadband Service and remove any Broadband Equipment.
- 3.13 Self-Install: With a Self-Install we will send a modem to you, and it is your responsibility to connect the modem to our Network so that you can receive the Broadband Service. When you have connected your modem we will then provide the Broadband Service to you in accordance with this Agreement.

- 3.14 The installation and provision of the Broadband Service may result in temporary loss of your existing broadband service (if any) during the period in which initial installation of the Broadband Service is taking place.

Broadband Equipment

- 4.1 The Broadband Equipment is supplied by us in order to provide the Broadband Service to you and it remains our property at all times and we will retain ownership of all of the Broadband Equipment, including but not limited to any cables and/or fittings provided to you at your Home. We may remove the Broadband Equipment during or upon the termination of this Agreement but are not required to do so.
- 4.2 Title to any Broadband Equipment will not transfer to you and it shall remain vested in GoMo unless agreed otherwise between you and GoMo.
- 4.3 During the term of the Agreement you must:
- (i) keep the Broadband Equipment safe and only use it to access the Broadband Service;
 - (ii) ensure that all Broadband Equipment is maintained and kept in good working order;
 - (iii) not misuse or neglect the Broadband Equipment or allow it to be misused or neglected by others;
 - (iv) not tamper with or disassemble the Broadband Equipment or remove or obscure any labels or markings on the Broadband Equipment;
 - (v) not tamper with, remove or obscure any labels or markings on the Broadband Equipment or allow them to be removed or obscured by others;
 - (vi) allow us to make alterations to or replace or remove the Broadband Equipment if reasonably required. We may need reasonable access to your Home to do this or we may need you to follow our reasonable instructions;
 - (vii) allow us, or our agents, Network providers or equipment manufacturers, to update the software in the Broadband Equipment by sending signals to it;

- (viii) make sure that neither you nor anyone else, moves, interferes with or damages the Broadband Equipment or any other equipment installed between our Network on the street and your Home;
- (ix) follow our reasonable instructions regarding the location and placement of Broadband Equipment;
- (x) make sure that access to the Broadband Equipment is unobstructed, including by not planting or building anything that is likely to interfere with it or access to it; and
- (xi) follow all instructions relating to the Broadband Equipment correctly and we shall have no liability arising from your failure to follow such instructions.

4.4 On termination of this Agreement, cancellation of the Broadband Service or on receipt of any replacement Broadband Equipment (where a particular piece of Broadband Equipment which was previously necessary for the provision of such Broadband Service is no longer required) you shall within fourteen (14) days of the date of such termination, cancellation or receipt of replacement Broadband Equipment, return the Broadband Equipment to us as required. Unless otherwise agreed, we will arrange for a courier to collect such Broadband Equipment. If you miss your equipment collection or replacement appointment, or fail to return the Broadband Equipment as required, you may be charged an equipment non-return fee as set out in the GoMo Price List on the GoMo website www.gomo.ie/pricing.

4.5 Other than the Broadband Equipment supplied by us, we do not guarantee that hardware will work with the Broadband Service. The Broadband Equipment supplied by us is not capable of being used by you to access any other broadband service provider services and we do not warrant, represent or guarantee that the Broadband Equipment will function or operate on any other broadband service provider's network.

4.6 We do not encourage you to connect any equipment to the Broadband Service which has not been supplied or expressly approved by us. We shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by you, for use in connection with the Broadband Service. Any such equipment must be compatible with the Broadband Service, must not cause damage or loss to the Broadband Service or to our Network and must be used in accordance with relevant instructions, safety and security procedures. We advise all customers to install an

appropriate Internet security solution on your own equipment and we shall have no liability to you for any loss or damage arising from installation, use or non-use of such software.

Your use of the Broadband Service

- 5.1 By completing the Application, you confirm that all information therein relating to you is accurate and that you accept these terms and conditions of the Broadband Service.
- 5.2 You agree to provide us with all information, as may be reasonably required by us, to enable us to deliver the Broadband Service.
- 5.3 You agree not to use (or allow others to use) the Broadband Service, the Network or the Broadband Equipment:
 - (a) for any improper, indecent, illegal, unlawful, immoral or fraudulent purpose or which involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication;
 - (b) to cause any nuisance, injury, offence, or annoyance to any person or for the transmission of material which is, may be or is intended to be defamatory, offensive, abusive, obscene, indecent, menacing, constitutes harassment or may be harmful to minors;
 - (c) in a manner which may impinge in any way upon other customers' ability to use or access the Broadband Service or which may damage or put at risk the Network or which, in our absolute discretion, makes excessive or unusual demand on the Broadband Service or the Network;
 - (d) for the infringement of the intellectual property rights, including but not limited to copyright, of any person;
 - (e) in a manner which does not comply with any relevant legislation or licence or with any instructions or direction given by us from time to time;
 - (f) in any way which infringes the proprietary rights in any software;
 - (g) to promote or encourage illegal or socially unacceptable or irresponsible behaviour;

- (h) to create, host or transmit offensive or obscene material, or engage in activities which are likely to cause offence to others on any grounds including, but not limited to, race, sex or creed;
- (i) to engage in activities which adversely affect the integrity of computer based information;
- (j) to transmit unsolicited commercial or advertising material, if the transmission of such material causes or is likely to cause nuisance and/or annoyance or is transmitted without the consent of the recipient;
- (k) otherwise in a manner contrary to this Agreement.

5.4 We reserve the right to notify any relevant agencies or authorities where you are in breach of the obligations in clause 5.3 or otherwise and/or in relation to the investigation of any alleged offences relating to the use or provision of the Broadband Service.

5.5 You shall indemnify us and hold us harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings howsoever arising from or in connection with your use of the Broadband Service, the Network or the Broadband Equipment in breach of clause 4 or clause 5.3.

5.6 You agree to comply with our reasonable requests and directions concerning your use of the Broadband Service. You agree that:

- (a) the Broadband Service is provided solely for your personal use at your Home as a consumer for domestic purposes and that you shall not use the Broadband Service in any way that is not in keeping with that reasonably expected of a private individual;
- (b) you shall not use the Broadband Service for commercial or business purposes and you will not resell or attempt to resell the Broadband Service or otherwise make the Broadband Service available to others or commercially exploit the Broadband Service in any way; and
- (c) we may use your IP address, technical data from our Network and your devices, and traffic and location data as necessary to check whether you are using the Broadband Service in this way.

5.7 You agree as follows:

- (a) to promptly notify us in accordance with clause 14 or contact us via our contact details on our website in order to inform us of any change of name, address or other contact details from those provided in your Application;
- (b) to promptly pay all Charges in accordance with clause 7;
- (c) to ensure that all persons having access to the Broadband Service or the Broadband Equipment comply with this Agreement;
- (d) to maintain the confidentiality of all user details assigned to you to enable you to use the Broadband Service or access the Network;
- (e) to be responsible for your use of the Broadband Service and you agree that access to the Internet is at your own risk and subject to all applicable laws and that we have no responsibility for any goods, services, information, software or other materials accessed by you whilst using the Internet or the Broadband Service;
- (f) that reliance on Content is at your sole risk. We shall 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 Content may be protected by copyright, trademark or other intellectual property rights. Where additional terms and conditions govern any access to any Content or to any Internet service, you acknowledge that you are obliged to comply with such terms and conditions; and
- (g) that we do not provide a Telephone Service or a TV service as part of the Broadband Service and you acknowledge that your existing Telephone Service and/or TV service will be terminated when you receive the Broadband Service unless you enter into a separate agreement with your existing broadband service provider or an alternative broadband service provider to receive a Telephone Service and/or TV service.

5.8 The Broadband Service is provided to your Home. You must tell us immediately of any changes to your address provided to us. If you move Home this Agreement will be immediately terminated.

5.9 We do not warrant that the Broadband Service will meet your requirements or that the operation of the Broadband Service will be uninterrupted or error free. For the

avoidance of doubt, we do not provide defined service levels for provision of the Broadband Service.

- 5.10 You agree that from time to time it may be necessary for us to temporarily suspend the Broadband Service, or part of it, to the extent necessary for us to carry out maintenance, repairs, alterations, enhancements or improvements to our Network or otherwise in accordance with law. We will try to minimise the impact of this on your use of the Broadband Service and we will restore the Broadband Service to you as soon as we can. Where possible, we will give you notice prior to such maintenance and/ or suspension of the Broadband Service.

Speed

- 6.1 We do not advertise specific data speeds referring instead to “up to” as the speeds vary by technology and location.
- 6.2 Notwithstanding clause 6.1 and in accordance with Regulation 2015/2120 (“the Net Neutrality Regulation”), following the installation of the Broadband Service the details of the Maximum Available Speed, Minimum Available Speed and Normally Available Speed (collectively “the Speeds”) that apply in respect of your “Up to 500Mbps” Broadband Service are:
Maximum Speed – 462 Mbps
Normally Available Speed – 275 Mbps
Minimum Speed – 50 Mbps
- 6.3 There are a number of factors that can influence the speed of your Broadband Service and the quality or performance of the Broadband Service. These are set out at: <https://www.gomo.ie/broadband-tech-trouble#improving-wifi-signal>
- 6.4 In the event of any continuous or regularly recurring discrepancy between the actual performance of the Broadband Service and the Speeds set out, you shall be entitled to terminate the Agreement without penalty where the relevant facts in relation to the actual performance of the Broadband Service are established by a monitoring mechanism certified by ComReg. For the purposes of this clause 6.4 “continuous or regularly recurring” means that you have raised the matter with us in accordance with our Customer Care Code of Practice for Complaint Handling, we have been given the opportunity to remedy the situation and the Broadband Service is still not achieving the Speeds for three (3) consecutive days following all remedial actions being taken by us.

- 6.5 Speed and other quality of service parameters such as latency or jitter in the transmission of data or packet loss can result in Internet access slowing down and/or web pages failing to load. Certain applications such as video or audio applications may suffer from momentary interruptions during which it may take more time to complete a task that involves downloading or uploading data, a file, audio or video from the Internet.

Payments and Charges

- 7.1 You must pay all Charges incurred for your use of the Broadband Service.
- 7.2 You must pay your bill by debit /credit card.
- 7.3 You will be liable to pay VAT on the Charges.
- 7.4 We will invoice the Broadband Service monthly in advance. Payment is due on the date specified on the invoice. All use of the Broadband Service that is in excess of, or not included in, the standard Charges for the Broadband Service e.g. provision of Wi-Fi booster equipment, will be charged for separately at the applicable rates specified on our website.
- 7.5 A once off non-refundable activation fee applies to the Broadband Service and will be charged upfront as part of the order process.
- 7.6 Subject to clause 2.6, we may amend or vary the Charges.
- 7.7 We reserve the right to alter invoicing periods, charge a fee for any failed payments, and contact you directly by SMS, by e-mail or by post in relation to overdue payments.
- 7.8 We may apply a credit limit to the amount of unpaid Charges that you may incur, may alter this limit from time to time, and may discontinue the Broadband Service without notice if that credit limit is exceeded.
- 7.9 In the event that payments under this Agreement are overdue, we reserve the right to suspend or disconnect the Broadband Service.
- 7.10 You agree that we may freely transfer existing and/or future debts incurred by you under this Agreement to a Group Company or a third party without notice. You agree that we may contact any person named in any proof of identity and/or references provided by you in order to verify the accuracy (or continuing accuracy) thereof.

Intellectual Property Rights

- 8.1 The 'GoMo' trademark and other related images, logos and names on the Broadband Service are our proprietary marks and we hereby reserve all rights.
- 8.2 Nothing contained in this Agreement shall be construed as granting or conferring any rights to you by license, franchise, title, interest or otherwise in GoMo or any property of GoMo, including, without limitation, GoMo trade names and trademarks.
- 8.3 Where we generate any intellectual property rights in performing the Broadband Service, all such intellectual property rights shall, on their creation, vest in us exclusively.
- 8.4 The Broadband Service and the Broadband Equipment must not be used in any way which breaches our intellectual property rights and/or those of any third party.

Use of your Information / Personal Data

- 9.1 Within this clause "Consent", " Controller", "Data Subject", "Personal Data" and "Processing" shall have the same meanings as in the Applicable Data Protection Law and "Processed" and "Process" shall be construed in accordance with the definition of "Processing".
- 9.2 In order for us to provide the Broadband Service to you it is necessary for us to collect and Process your Personal Data. This may include processing your Application, conducting credit and anti-money laundering checks, supplying you with the Broadband Service, administering your customer account, calculating usage and charges, invoicing and customer services. Note that for credit scoring purposes, we may disclose data to, or receive data from, other Group Companies.
- 9.3 Pursuant to the provisions of Applicable Data Protection Law we are a Data Controller of your Personal Data for the purposes of this Agreement. All Personal Data about you which we Process pursuant to this Agreement will be Processed and maintained in accordance with our obligations under Applicable Data Protection Law and as set out in GoMo's Privacy Policy.
- 9.4 In respect of our Processing of Personal Data under or in connection with this Agreement we shall:
 - 9.4.1 only Process Personal Data to the extent required to provide the Broadband Service to you in accordance with the terms of the Agreement;

- 9.4.2 save in accordance with your instructions not otherwise modify, amend or alter the contents of the Personal Data;
 - 9.4.3 comply with our obligations under Article 32 of the GDPR to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the Processing undertaken by us under or in connection with the Agreement; and
 - 9.4.4 comply with Applicable Data Protection Law.
- 9.5 We do not disclose your Personal Data, except:
- 9.5.1 where you have given us Consent;
 - 9.5.2 where we are required or permitted to do so by law;
 - 9.5.3 where necessary for the purposes of this Agreement, to other trusted third-party entities including other network operators ("Sub Processor") who provide a service to us or to you;
 - 9.5.4 where necessary for the purpose of a legitimate interest of the Controller.
- 9.6 From time to time we may change the way we use your Personal Data. Where we believe you may not reasonably expect such changes, we will obtain your Consent as required by Applicable Data Protection Law.
- 9.7 In accordance with the procedure set out on our website you have the right at any time to request a copy of the Personal Data we hold about you.
- 9.8 Where you ask for any inaccuracies in your Personal Data to be corrected you should contact us in accordance with clause 14.
- 9.9 Subject to your expressed Consent we shall keep you up to date about our products and services, special offers, price changes and surveys for customer satisfaction. Data captured for this process can be provided by you anonymously.
- 9.10 Subject to clause 9.9 we may also use your information and personal details to contact you with marketing messages by SMS, email, phone or post. We will do this for so long as you continue to use the Broadband Service and for a reasonable period of time after you cease to use the Broadband Service in order to inform you about products, services, promotions and special offers which we feel may be of

interest to you. These marketing messages will provide you with information about our own products and services and information about products and services provided by our carefully selected partners (which may change from time to time) and third parties.

- 9.11 If you do not wish to be contacted while you are our customer about our products, services and special offers, you should contact us in accordance with clause 14 or by logging into your account or opt out using the link or short code provided within the communication.
- 9.12 If you do not wish to be contacted by us post termination of this Agreement you should contact us in accordance with clause 14 or by logging into your account or opt out using the short code provided within the communication.
- 9.13 We reserve the right to contact you regarding information specific to the Broadband Service (including service enhancements, network upgrades and process changes), or general information relating to the Broadband Service or where monies are owed. These are deemed service messages. In this event we will contact the number provided by you on your Application for contact in receipt of the Broadband Service.
- 9.14 Upon termination of the Agreement and subject to your preference we shall, to the extent permitted by applicable law, delete from our key systems your Personal Data and any copies of it or of the information it contains. This clause shall not apply to the extent that we are obliged by applicable law to keep copies of your Personal Data.
- 9.15 We may also authorise a Sub-Processor to process your Personal Data where required for the provision of the Broadband Service, save that suitable provisions for complying with Applicable Data Protection Law will be in any contract with a Sub-Processor.
- 9.16 We may need to transfer your Personal Data outside the Republic of Ireland or the EEA when we require a Sub-Processor to work on our behalf in order to provide you with the Broadband Service.

Switching

- 10.1 By accepting the terms of the Application, you warrant and represent that you are the person authorised to instruct us to switch your existing broadband service from your existing broadband service provider to us.

10.2 You acknowledge that when you switch to our Broadband Service:

- (a) your request to switch, constitutes a request to switch your broadband service to us;
- (b) you have read, understood and accepted these terms and conditions;
- (c) only your broadband service will be switched to us as we do not provide a Telephone Service or any other service related to broadband including but not limited to TV;
- (d) your request to switch to us shall constitute a notice of termination of any agreement with your previous broadband service provider and revokes any previous notice to terminate service with your previous broadband service provider, subject to the terms and conditions of that agreement;
- (e) the switch terminates your broadband service with your previous broadband service provider;
- (f) the services provided by your previous broadband service provider to you, including, without limitation, unused credit or benefits, tariffs and terms and conditions of use that applied to your service will not be transferable or transferred to the Broadband Service; and we do not undertake to provide these;
- (g) any contractual and other obligations, charges and costs due to your previous broadband service provider will remain due and owing and shall be subject to settlement by you with the previous broadband service provider in accordance with the terms and conditions applying to the provision of that broadband service; and
- (h) the process will be deemed to commence on completion of the Application and it may not be possible to reverse the process once the switch has started.

10.3 We will act on your instructions to switch to our Broadband Service. If the person completing the Application is not legally entitled to request to switch or a person authorised to complete the Application, or if fraudulent or misleading information is

supplied, then that individual will be personally liable to us for all or any loss or damage arising from the unauthorised transfer.

- 10.4 To ensure that your existing broadband service is not switched from your existing broadband service provider to us without your permission, two pieces of information will be requested by us when you are switching to us. These will be (1) your Account Number and (2) one of the following: (i) Access Service Reference, (ii) eircode or (iii) the first line of your address.
- 10.5 Our agreement to switch is subject to validation of the information that you provide and the status of your service with your previous broadband service provider. We may refuse to process your instructions if:
- (a) the information provided on the Application is incorrect or misleading;
 - (b) the information provided by you is not compatible with information held by your previous broadband service provider; or
 - (c) there are overdue amounts outstanding to your previous broadband service provider.
- 10.6 We do not warrant or represent that your switch will be completed within a particular timeframe.
- 10.7 When switching to GoMo we will ensure that your Broadband Service is active before we instruct your previous broadband service provider to cease your old broadband services. However, there may be a period where no service is available, from either your previous broadband service provider or from us. Where technically possible, we shall seek to switch you to our Broadband Service on the date requested by you. We shall seek to ensure continuity of your existing broadband service so you are able to switch to our Broadband Service without being hindered by the risk of a loss of your broadband service. We will not be liable or responsible for making good any loss, damage, costs or expenses or other liability whether incurred directly, indirectly or as a consequence of the unavailability of the services from your previous broadband service provider.
- 10.8 In the event you have experienced a delay or failure in switching to our Broadband Service you may be entitled to make a claim for compensation under our switching compensation scheme (the "Compensation Scheme"). The Compensation Scheme sets out the specific commitments, the compensation that may be claimed if these

are not met, how to claim, the method and timing of compensation and scheme exclusions. For further information see our website [].

- 10.9 Switching the Broadband Service away from us will be treated as a termination of the Agreement for the Broadband Service. Where applicable, we will engage with your new broadband service provider in order for you to switch to that new broadband service provider. Your Broadband Service will end when we are instructed to cancel the Broadband Service by your new broadband service provider.

Exclusion of Liability

- 11.1 Nothing in this Agreement shall limit or exclude our liability to you for personal injury or death resulting solely from our acts or omissions; our negligence or that of our agents, employees or sub-contractors; fraud or fraudulent misrepresentation; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- 11.2 We will have no liability to you (or to anyone claiming through you) for any direct, indirect or consequential loss (whether or not foreseen or foreseeable and including loss of profit, loss of data, loss of business or loss of goodwill) suffered by you for any reason whatsoever and without prejudice to the generality of the foregoing by reason of:
- (a) the failure, deterioration, suspension or termination of the Broadband Service or this Agreement or the interruption of, or our failure to provide, the Broadband Service;
 - (b) any Content made by you being intercepted by a third party;
 - (c) any data transmitted to or by you being altered, used, corrupted or lost;
 - (d) any failure, interruption, delay, suspension or restriction in performing our obligations under this Agreement arising as a consequence of circumstances outside our reasonable control including but not limited to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority (whether local, national, international or supranational), pandemic, epidemic, an act or default of any third party, supplier, agent or other person, strikes, work stoppages or labour disputes;

- (e) any act, omission, error, default, failure or delay in respect of the provision, installation, operation, maintenance or termination of the Broadband Service;
- (f) any failure of, or defect in, anything provided as a part of or in association with the Broadband Service;
- (g) the effects upon you, of any emissions or transmissions to, from, by or through the Network;
- (h) inaccurate or misleading or unlawful information provided to you via the Internet and the Broadband Service;
- (i) the acts and/or omissions of previous broadband service providers;
- (j) the acts and/or omissions of other broadband service providers;
- (k) breach in the security or privacy of messages transmitted using the Broadband Service unless the breach results from the wilful default of GoMo or its employees;
- (l) any unlawful or unauthorised use of or access to the Network, Broadband Service or the Broadband Equipment by you or third parties;
- (m) 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;
- (n) any valid suspension of the Broadband Service or termination of the Agreement;
- (o) 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;
- (p) the failure of the Broadband Service or the Broadband Equipment due to the incompatibility of the Broadband Service with any equipment not supplied by us;
- (q) the loss of electricity to your Home; or
- (r) any other cause beyond our control.

- 11.3 In no event shall we be liable to you for damage suffered by you as a consequence of acts or omissions of third parties. You acknowledge that you access the Internet at your own risk and that we have no responsibility for any goods, services, information, software or other materials accessed by you whilst using the Broadband Service.
- 11.4 We shall make reasonable efforts to prevent unauthorised access to the Broadband Service by third parties but shall have no liability to you for any loss or damage caused by unauthorised third-party access to the Broadband Service or the Broadband Equipment.
- 11.5 We have no control over the telecommunications systems of other networks and make no representation and give no warranty as to the performance or provision of the Broadband Service when being relayed through or via other networks.
- 11.6 All conditions, warranties and representations implied by law in relation to our provision of the Broadband Service including but not limited to undertakings regarding quality of service implied under Section 79 of the Consumer Rights Act 2022, are excluded to the extent permitted by law and you agree that is fair and reasonable. For the avoidance of doubt any limitation or exclusion of liability under these terms and conditions shall only be to the extent permitted by law. Your rights under the Sale of Goods Act 1893 (as amended) and the Sale of Goods and Supply of Services Act 1980 (as amended) are not affected.
- 11.7 This clause 11 shall continue to apply notwithstanding termination of this Agreement for any reason whatsoever or howsoever arising.

Suspension and Termination

- 12.1 We may terminate or suspend the Broadband Service wholly or partially at any time at our option for any reason including:
- 12.1.1 if our Network requires modification or maintenance or for security reasons or if for technical reasons it is not possible to provide the Broadband Service;
- 12.1.2 if you do not comply with, or in our reasonable opinion you are not complying with, any of the terms of this Agreement;

- 12.1.3 if you are using the Broadband Service for commercial purposes or commercial resale use;
 - 12.1.4 if you are using the Broadband Service in any way which breaches any security or other safeguards or in any other way which harms or interferes with our Network or the service, network or systems of any third parties;
 - 12.1.5 where we reasonably believe that you are unable to comply with payment obligations or where you do not pay the Charges;
 - 12.1.6 if, having made reasonable efforts, we cannot contact you; or
 - 12.1.7 where we are of the reasonable opinion that you have provided false or misleading information on your Application.
- 12.2 You will remain liable for Charges during any period of suspension. In the event we reconnect you to the Broadband Service after any period of suspension it may take us a number of Business Days to restore the Broadband Service to you.
- 12.3 We may terminate this Agreement immediately:
- 12.3.1 if you do not rectify the reason underlying the suspension of Broadband Service pursuant to clause 12.1 within thirty (30) days of suspension;
 - 12.3.2 if you fail to pass any credit check or exceed any credit limit specified by us;
 - 12.3.3 if you fail to pay any sums due under this Agreement by the due date;
 - 12.3.4 if any information supplied by you to us is false or misleading;
 - 12.3.5 if we believe, on reasonable grounds, that you are unable to pay the Charges;
 - 12.3.6 if we receive a valid request to switch from us to another service provider;
 - 12.3.7 if you are adjudicated as bankrupt, become insolvent or make any composition or arrangement with or assignment for the benefit of creditors;
 - 12.3.8 where required to comply with an order, instruction or request of Government, ComReg, an emergency service organisation or other competent authority; or

12.3.9 in the other circumstances specifically set out in this Agreement.

12.4 Upon termination of the Agreement we shall disconnect your Broadband Service.

Disputes

13.1 If you wish to raise a dispute with us in relation to this Agreement, please refer for full detail on the applicable procedure to the Customer Code of Practice available on our website www.gomo.ie/code-of-practice.

Notices

14.1 If we need to notify you of a change to the Agreement and or the Broadband Service, or otherwise need to communicate with you in respect of the Broadband Service and/or the Agreement, we will typically do this by telephoning you, or by sending you an email or text message. However, we may also choose to communicate with you by any of the following means: post, electronic messaging, or by placing a message on your bill or in your “MyGoMo” page on our website.

14.2 If we send you notices by post, email or text message we will use the contact details you have provided to us as part of the Application. You must tell us of changes to your contact details.

14.3 We will treat any notices we send to you by post, email or text message as having been received by you within a reasonable amount of time after we send them.

14.4 You must send us notices by email in the ways we generally allow. Please see our website for relevant contact details.

Miscellaneous

15.1 All the terms and provisions of this Agreement are distinct and severable, and if any term or provision is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it shall to that extent be deemed not to form part of this Agreement, and the enforceability, legality and validity of the remainder of this Agreement will not be affected; provided that, in any case where as a result of the operation of this clause the rights or obligations of a party are materially altered to the detriment of the party, that party may terminate this Agreement within thirty (30) days from the date of the relevant decision of the relevant court, regulatory authority or other competent authority.

- 15.2 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 under the Agreement in any other way.
- 15.3 Any provisions of this Agreement which are intended by their nature to continue or to come into effect after termination or suspension shall survive termination or suspension of this Agreement and shall continue in full force and effect.
- 15.4 This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof. Promotions, special offers, Third Party Services and "add ons" to the Broadband Service, shall be subject to the provisions of the terms and conditions under which they are released, and you may be charged for these promotions, offers and/or additional Third Party Services. The terms and conditions contained herein shall also apply generally to all promotions, special offers, Third Party Services and "add ons" as may be released by us from time to time regardless of the subject thereof (unless explicitly stated otherwise in the promotion, special offer or additional service terms and conditions).
- 15.5 This Agreement is personal to you. You may not assign this Agreement without our prior consent. We may assign, novate or create security over this Agreement to any Group Company or to any third party without your consent.
- 15.6 This Agreement shall be governed by the laws of Ireland and subject to clause 13 the parties submit to the exclusive jurisdiction of the Courts of Ireland.

Definitions

In this Agreement the following terms mean:

"Access Service Reference" means an identifier for your broadband connection. For example some are eleven digit numbers beginning with 888. They can vary by provider, in format and length. If your broadband service provider does not use an Access Service Reference, then your eircode or the first line of your address can be used to identify the broadband service that you wish to cancel with your old broadband service provider;

"Account Number" means your account number for your broadband service. The format of account numbers varies for each broadband service provider. A Universal Account Number ("UAN") may be needed or you may need to provide your standard account number. Some bills contain a UAN and a standard account number. As your new broadband service provider, we will guide you in identifying which you should use;

"Agreement" means these terms and conditions set out herein in force for the time being as may be amended from time to time;

"Applicable Data Protection Law" means:

- the Irish Data Protection Acts 1988 to 2018;
- the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011;
- the EU Data Protection Directive 95/46/EC;
- the EU ePrivacy Directive 2002/58/EC (as amended) (the "ePrivacy Directive");
- the General Data Protection Regulation (Regulation (EU) 2016/679 (the "GDPR"));
- and
- any successor or replacement to the laws set out above (when they come into force, and including the successor to the ePrivacy Directive);

"Application" means the application for the Broadband Service completed by or on behalf of you for the Broadband Service and all information, consents and statements which it contains (which information, consents and statements may be obtained online);

"Broadband" means FTTH broadband only;

"Broadband Equipment" means the modems, routers, Wi-Fi boosters, Wi-Fi extenders, NTU, ONT, cables, pipes, splitters and any other equipment provided by us in order to provide the Broadband Service to you;

"Broadband Service" means the standalone Broadband provided by us to you specified in your Application and which is provided subject to the terms and conditions of this Agreement;

"Business Day" means a day other than a Saturday or a Sunday or public holiday on which clearing banks are generally open for business in Dublin;

"Charges" means the charges for the Broadband Service including, but not limited to, connection charges, monthly rental, or tariff charges, or any applicable additional charges calculated according to the rates prevailing from time to time, administrative charges as set out on our website at the GoMo Price List and charges for Third Party Services which you may choose to receive;

"ComReg" means the Commission for Communications Regulation which is the national regulatory authority for the electronic communications market in Ireland;

"Content" means the content received or made by you including but not limited to data, information, video, graphics, sound, music, pictures, text, code, scripts, photographs, software and any other material (in whatever form) which may be made available as part of the Broadband Service;

"Customer Code of Practice" means our customer care code of practice for complaint handling which can be found at www.gomo.ie/code-of-practice;

"FTTH" means Fibre to the Home;

"GoMo Price List" means the list which sets out the Charges for the Broadband Service published on the GoMo website;

"Group Company" means us, or any company controlled by, or controlling us where "control" is construed in accordance with the Companies Act 2014;

"Home" means the residential location where the Broadband Service is provided to you;

"Internet" means the global data network comprising interconnected networks using TCP/IP (Transmission Control Protocol/Internet Protocol);

"Maximum Available Speed" means the highest upload and download speed we undertake to deliver to you as communicated by email, by letter, by SMS or by such other form as we deem appropriate;

"Minimum Available Speed" means the lowest upload and download speed except in the case of a scheduled service interruption, that we undertake to deliver to you as communicated to you by email, by letter, by SMS or by such other form as we deem appropriate;

"Network" means our FTTH Broadband network and systems used to provide the Broadband Service including all of the cables, exchanges, transmitters, receivers, computer hardware and software, and other equipment and facilities (excluding equipment owned by you and by other users and customers of the Broadband Service);

"Normally Available Speed" means the upload and download speed that you can expect to receive most of the time when accessing the Broadband Service as communicated to you by email, by letter, by SMS or by such other form as we may deem appropriate;

"NTU" means network termination unit which serves as the interface between our Network and your Home, facilitating the provision of the Broadband Service;

"ONT" means optical network terminal which serves as the interface between our Network and your Home, facilitating the provision of the Broadband Service;

"PSTN" means public switched telephone network which is the traditional, circuit-switched telephone system using copper wires to transmit analog voice data;

"Telephone Service" means fixed telephony, voice and talk communication services including but not limited to PSTN, digital telephony, VoIP and VoBB);

"Third Party Service" means any service promoted or provided by us on behalf of a third party or by third parties to you over the Network;

"VoBB" means voice over broadband that enables voice calls over a high-speed internet connection rather than traditional copper phone lines;

"VoIP" means voice over internet protocol that enables voice calls over a high-speed internet connection rather than traditional copper phone lines;

"we" / "us" means eircom Limited of 2 Heuston South Quarter, St John's Road, Dublin 8, D08Y42N, Ireland, trading as GoMo; and

"you" means the individual or entity named on the Application and any person reasonably appearing to us to be acting with such individual's or entity's authority.