



GoMo Mobile Service Terms and Conditions

Agreement

- 1.1 These terms and conditions together with your Application apply to our provision of the SIM Only Service to you.

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 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 SIM Only Service available to you on the terms and conditions of this Agreement and will connect you to the Network as soon as we can so that you can access the SIM Only Service.
- 2.3 The SIM Only Service is subject to a minimum contract term of 30 days (the "SIM Only Service Minimum Period"). The Agreement will continue for at least the SIM Only Service Minimum Period although you may cancel the SIM Only Service before the SIM Only Service Minimum Period in accordance with clause 2.5.
- 2.4 The Agreement and the SIM Only Service may be terminated by you or by us on the giving of thirty (30) days' notice to the other in accordance with clause 14. Where you issue a termination notice to us, the termination will take effect from the next billing date for the Charges after the cancellation notice that has been issued by you. In the event that we do not receive thirty (30) days' notice from you in accordance with clause 14, you acknowledge that you may be liable to pay us a termination charge amounting to one 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 SIM Only Service within fourteen days (14) of completion of the Agreement, which shall in the case of

provision of SIM Only Service be on the day the SIM Only 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 change coming into effect if we make any changes to your Agreement or to the SIM Only Service, or to the Charges for the SIM Only Service you are using, which (in our reasonable opinion) are likely to be of material detriment to you. If you do not accept such a change 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, to let us know that you want to cancel. You will be deemed to have accepted any implemented changes by continuing to use the SIM Only Service after the date of the change.

SIM Only Service

- 3.1 We will use reasonable efforts once you have received your SIM Card to connect and activate your SIM Card as soon as practicable and to make SIM Only Service available to you at all times.
- 3.2 In order to access the SIM Only Service using the SIM Card you must be in an area of the Network covering the SIM Only Service. Certain SIM Only Service features / services are dependent on you being located within the Network and may be unavailable, if you travel, or are, outside of the Network. In addition, both quality and availability of the SIM Only Service are affected by factors which could cause radio interference, such as physical obstructions, atmospheric conditions, technical faults in the Network including in other telecommunications networks through which the SIM Only Service may be relayed or other matters beyond our control. We cannot guarantee that you will reach maximum speed advertised. Speed of internet connection assumes the Network and components are working at optimum speeds and capacity. Additionally, certain functionality (e.g. video calling) may only be available if you are calling another person who is also within a similar network.
- 3.3 Data is restricted to personal use only. We reserve the right to withdraw or terminate the SIM Only Service without notice should we reasonably believe, at its sole discretion, that the SIM Only Service is being used for commercial purposes.
- 3.4 4G data services and where applicable 5G data services are available under the SIM Only Service. You must be using a compatible handset and a SIM Card. Speeds may vary depending on the number of other people using the network at once. As with

existing any mobile phone services, coverage can change in areas such as but not limited to tunnels, dips, cuttings, mountains and wooded areas. When operating the service in a location where the latest generation of mobile technology is not available, the earlier generation(s) of service will be provided to you, where available.

- 3.5 Our estimated attainable 5G download speed is 50Mb/s. Our estimated maximum attainable 4G download internet speed is 10Mb/s. Our estimated maximum attainable 3G Download internet speed is 1Mb/s. Our estimated upload internet speeds for 3G, 4G and 5G are 10% of the respective 3G, 4G and 5G download speeds. For information regarding the internet speeds in any particular geographical area please consult the mobile coverage maps published on our web site from time to time at <http://gomo.ie/> >gomo.ie. There are a number of factors that can influence the speed of your line and the quality or performance of the SIM Only Service. These are set out at clause 3.2.
- 3.6 In the event of any continuous or regularly recurring discrepancy between the actual performance of the SIM Only Service and the speeds set out, you shall be entitled to exit the Agreement without penalty where the relevant facts in relation to the actual performance of the SIM Only Service are established by a monitoring mechanism certified by the national regulatory authority (ComReg). For the purposes of this clause 3.6 “continuous or regularly recurring” means that you have raised the matter with us and we have been given the opportunity to remedy the situation and the SIM Only Service is confirmed as still not achieving the speeds for three (3) consecutive days following all remedial actions taken by us.
- 3.7 Volume limitations may result in an interruption to your internet service and/or additional usage charges. 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, web pages failing to load or problems with services like VOIP. Certain applications such as video or audio applications may suffer from momentary interruptions and it may take more time to complete a task that involves downloading or uploading data, a file, audio or video from the internet.
- 3.8 We may issue reasonable instructions concerning the use of the SIM Only Service including concerning self-installation of the SIM Only Service and details as to minimum system requirements.
- 3.9 Reliance on Call Content is at your sole risk. We shall not be liable for any Call Content sent or received by you. We make no representation as to the quality,

accuracy, correctness, completeness or suitability of any Call Content. You acknowledge that Call Content may be protected by copyright, trademark or other intellectual property rights.

- 3.10 We make no representation and give no warranty as to the performance of any Third Party Services. We may withdraw access to Third Party Services 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 Third Party Services. We may be required to bill you for such services. This provision includes, but is not limited to, the use of the SIM Only Service to access third party websites not controlled by us. We accept no responsibility for same, their content or services and no endorsement or approval of such sites by us may be implied.

SIM card and number

- 4.1 This Agreement only covers the provision of the SIM Only Service by us to you. It does not cover any handsets or other equipment or other devices except for the SIM Card.
- 4.2 The SIM Card remains our property at all times. You must keep your SIM Card safe and only use it to access the SIM Only Service. You will ensure that you follow all instructions relating to the SIM Card are followed correctly and we shall have no liability arising from your failure to follow such instructions.
- 4.3 It is your responsibility to maintain your handset in good working order and you are solely responsible for the manner in which your handset is used.
- 4.4 We will have no liability for your handset, equipment, plug-ins or other devices, hardware or except for the SIM Card provided by us, for use in connection with the SIM Only Service. Your handset must be compatible with the SIM Only Service and it must not cause damage or loss to the SIM Only Service or to the Network.
- 4.5 You do not own the Number allocated to you. We can change the Number at our discretion and will not be liable for any loss or damage, direct or indirect, which might arise from such change.

Your obligations

You agree as follows:

- 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 service;
- 5.2 to provide all information, as may be reasonably required by us, to enable us to deliver the SIM Only Service to you and/or in relation to the investigation of any alleged offences relating to the use or provision of the SIM Only Service;
- 5.3 not to use (or allow others to use) the SIM Only Service, the Network or the SIM Card:
- (a) for any improper, indecent, illegal, unlawful, immoral or fraudulent purpose;
 - (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 or menacing;
 - (c) in a manner which may impinge in any way upon other customer's ability to use or access the SIM Only Service or which may damage or put at risk the Network or which, in our absolute discretion makes excessive or unusual demand on the SIM Only 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) not to resell otherwise make the SIM Only Service available to others or commercially exploit the SIM Only Service in any way;
 - (h) in a manner contrary to this Agreement.

We reserve the right to notify any relevant agencies or authorities where the Customer is in breach of the obligations in clause 5.3 or otherwise.

- 5.4 to indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings howsoever arising from or in connection with use of the SIM Only Service, the Network or the SIM Card in breach of clause 5.3;

- 5.5 that the SIM Only Service is provided solely for your use and you will not resell or attempt to resell the SIM Only Service (or any part of them) to any third party without our prior written consent;
- 5.6 to only use an your handset on the Network and not on the network of any other Service Provider (save for Roaming) unless you have been provided with an Unlocking Code by us;
- 5.7 to maintain the confidentiality of all user details assigned to you to enable you to use the SIM Only Service or access the Network;
- 5.8 to comply with our reasonable requests and directions concerning the use of the SIM Only Service;
- 5.9 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;
- 5.10 to tell us immediately if your handset (in particular your SIM Card is lost or stolen or your SIM Card is damaged. You will remain liable for all Charges incurred until you do so. We will provide a replacement SIM Card to you and you may be liable to pay a charge for the replacement SIM Card as set out on our website;
- 5.11 to promptly pay all Charges in accordance with clause 7;
- 5.12 to ensure that all persons having access to the SIM Only Service or the SIM Card comply with this Agreement; and
- 5.13 do not use the SIM Only Service in any way that is not in keeping with that reasonably expected of a private individual and do not use the SIM Only Service for commercial or business purposes.

Allowances, Fair Usage Policy and Roaming

- 6.1 The details of the SIM Only Service are on our website and on your “Your Account” page on our website.
- 6.2 Unlimited minutes and text allowances where applicable in the SIM Only Service are subject to a fair usage policy of 45,000 minutes and 10,000 SMS. Standard call and text rates apply to usage in excess of these limits, see our website for a full list of Charges.

- 6.3 The SIM Only Service excludes calls and texts to International, Premium Rate and other Non-Geographic numbers.
- 6.4 The fair usage threshold in relation to data usage for the SIM Only Service is 120GB. Should your data usage exceed 120GB in a billing cycle and we consider that other users are likely to be adversely affected, we reserve the right reduce your speeds . We continuously monitor network performance to ensure that the SIM Only Service received by you is not impacted through a minority of users placing high demand on network resources (e.g. large bandwidths over long periods).
- 6.4A. For Customers signing up from 1st November 2024, fair usage data limits and/or data allowances referred to in this agreement, including in Clauses 6.4 and 6.6 or in any associated Fair Use Policy ('FUP'), shall not apply to the Customer's domestic data usage. We retain the right however to take appropriate steps for traffic management, where for example other users are likely to be adversely affected by a Customer's actions.
- 6.5 The SIMO Only Service available while Roaming shall depend upon the arrangements between local operators and us. Minutes and texts included in the SIM Only Service can be used within Republic of Ireland and European Economic Area (“EEA”) zone countries while Roaming subject to fair usage. Voicemail, calls and texts / EEA landlines while Roaming in the EEA are treated as a standard call or text, deducted from the SIM Only Service plan allowances or charged at applicable standard rates, see our website for a full list of Charges. Calls/SMS to Premium Numbers, International, Voicemail & Customer Care and charges relating to Roaming calls or SMS to destinations outside of EEA zone are excluded from the SIM Only Service allowances. No carryover of unused allowance is permitted.
- 6.6 You can use your domestic data allowance in the Republic of Ireland and also in the EU (within the EEA zone countries) subject to fair use. To see the fair use limit applied to the SIM Only Service and all out of bundle rates please visit our website. No carryover of unused allowance is permitted. EEA Roaming fair use allowance is calculated in line with Regulation (EU) No 531/2012 (as amended) and data wholesale roaming price caps. Where the domestic data allowance has not been fully consumed but the fair use allowance has been fully consumed, a surcharge rate as set out at our website will apply until the domestic allowance has been fully consumed. Standard domestic rates apply thereafter; see our website for further information.

- 6.7 We will provide you with an automatic text message notification of data charges when Roaming.
- 6.8 Should you Roam for a period on multiple occasions in the EEA without returning to the Network during that period this may result in a total data roaming usage charge / bill in excess of the data limits set out on our Roaming section of our website.
- 6.9 You acknowledge and accept that we will not be liable or responsible in any way, where a data session or download whilst you are Roaming is interrupted or ceased by the application of the notifications we send to you. We do not warrant or represent that we shall send notification messages and it shall not be responsible for any liability incurred by a customer as a result of its failure to do so.
- 6.10 Customers are subject to a time and volume based roaming fair use policy which may result in a surcharge on roaming calls, SMS and data usage if the total duration of roaming presence exceeds the total duration of domestic presence and the total volume of roaming usage exceeds the total volume of domestic usage, in any given period of four (4) months. Customers will be advised two (2) weeks in advance of the imposition of such roaming surcharges. This is in addition to any volume based roaming limits that may apply to the data allowance associated with your Price Plan.

Payments and charges

- 7.1 You must pay for all Charges incurred through your SIM Card whether or not incurred by you personally.
- 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 SIMO Only Service monthly in advance. Payment is due on the date specified on the invoice. All use of the SIM Only Service that is in excess of or not included in the standard allowances (e.g. international calls or texts, premium rate services) will be charged for separately at the applicable rates specified on our website.
- 7.5 A once off non-refundable SIM activation fee applies to the SIM Only Service and will be charged upfront as part of the order process
- 7.6 Credit limits: To protect both of us against possible fraud, we may set a monthly credit limit on your account that will be an amount we consider appropriate. This may

vary from time to time at GoMo's sole discretion. We may suspend your access to the SIM Only Service if you exceed the credit limit. You should not use the credit limit for budgeting as the amount you owe is not capped or limited and you will still be liable if you exceed the credit limit we set

- 7.7 We may amend or vary the Charges. In the event that Charges are varied to a material extent clause 2.7 shall apply
- 7.8 We reserve the right to alter invoicing periods, charge a fee for any failed payments, contact you directly through by SMS, by e-mail, by post or by telephone in relation to overdue payments and to fix a credit limit on your account and to discontinue the SIM Only Service without notice if the credit limit is exceeded.
- 7.9 We may apply a limit to the amount of unpaid Charges that you may incur and may alter this limit from time to time. You remain liable for all Charges incurred by multiple users on your account.
- 7.10 In the event that payments under this Agreement are overdue, we reserve the right to suspend or disconnect the SIM Only Service.
- 7.11 You agree that we may freely transfer existing and/or future debts incurred under by you under this Agreement to a Group Company 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.
- 7.12 We will make every effort to ensure that all messages are delivered, however you will be liable for all Charges in respect of any MMS and SMS messages that are not delivered.

Directory Services, Caller ID and Using Emergency Services

- 8.1 Unless you specify otherwise to us directly, we will include you and your mobile number for National Directory Enquiry Services. The Network may allow the display of your telephone number on receiving handsets however you will be able to disable this feature on your mobile phone or device.
- 8.2 You can use the SIM Only Service to access emergency services free of charge. In accordance with mandatory regulatory requirements, your caller location data may be passed to emergency services. Please note you may be restricted from accessing

emergency services because of operational and technical circumstances beyond our control.

Use of Customer Information

- 9.1 Within this clause “Consent”, “Data 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 Services to you it is necessary for us to collect and Process your Personal Data. These may include processing your Application, conducting credit and anti-money laundering checks, supplying you with the Services, administering your customer account, calculating usage and charges, invoicing, customer services and the efficient management of call and Traffic Data. 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 the 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 the Applicable Data Protection Law.
- 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 Services 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;
 - 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; or
 - 9.5.3 where necessary for the purposes of this Agreement, to other trusted third party entities including other network operators when you Roam (“Sub Processor”) who provide a service to us or to you.
- 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 the 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 their 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 From [] April 2024 subject to your expressed Consent new customers agree that 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 SIM Only Service and for a reasonable period of time after you cease to use the SIM Only Service in order to inform you about products and services and 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 and services, special offers, price changes, you should contact us in accordance with clause 14 or log into your account or by opting 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 by in accordance with clause 14 or log into your account or by opting out using the short code provided within the communication.

- 9.13 We reserve the right to contact you regarding information specific to the SIM Only Service, including service enhancements, network upgrades, process changes, or where monies are owed and general information relating to the SIM Only Service, these are deemed service messages. In this event we will contact the Number provided for contact or the Number in receipt of the SIM Only 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. The provisions of this clause shall not apply to the extent that we are obliged by applicable law to keep copies of your Personal Data or you move to an alternative SIM Only Service agreement.
- 9.15 We may also authorise a Sub-Processor to process your Personal Data where required for the provision of the Services, 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 and the EEA when we require a Sub-Processor to work on our behalf in order to provide you with the Service.

Moving to us – Keep Your Number

- 10.1 By accepting the terms of the Application, you warrant and represent that you are the person authorised to instruct us to Move your Number.
- 10.2 You acknowledge that:
- (a) your request to Move, constitutes a request to Move the number to us;
 - (b) you have read, understood and accepted these terms and condition;
 - (c) only the Number will be Moved;
 - (d) your request to Move shall constitute notice of termination of any agreement with your previous Third Party Service Provider and revokes any previous notice to terminate service with your Third Party Service Provider, subject to the terms and conditions of that agreement;
 - (e) the Move terminates service on the mobile number with your previous Third Party Service Provider;

- (f) the services provided by your Third Party Service Provider to you, including, without limitation, unused call credit or benefits, tariffs and terms and conditions of use that applied to your service will not be transferable or transferred to the SIM Only Service; and we do not undertake to provide these;
- (g) any contractual and other obligations, charges and costs due to your previous Third Party Service Provider will remain due and owing and shall be subject to settlement by you with the Third Party Service Provider in accordance with the terms and conditions applying to the provision of that service; and
- (h) should you wish to continue using your existing handset, a Network Access Code (NAC), may need to be obtained from your previous Third Party Service Provider prior to Moving, in order for our SIM Card to work in your existing handset;
- (i) when Moving more than one mobile number, you may receive a call from your previous Third Party Service Provider in order to validate the request;
- (j) the process will be deemed to commence on the date of signing of the Application and it may not be possible to reverse the process once the Move has started.

10.3 If the signatory is not the person legally entitled to request the Third Party Service Provider to Move the Number or a person or entity authorised to complete the Application, or if fraudulent or misleading information is supplied, then the signatory will be personally liable to us for all or any loss or damage arising from the unauthorised transfer of the Number.

10.4 Our agreement to Move your number is subject to the validation of the information that you provide and the status of your service with your previous Third Party 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 in relation to the Number is not compatible with information held by your previous Third Party Service Provider;
- (c) there are overdue amounts outstanding to your previous Third Party Service Provider.

10.5 We do not warrant or represent that the Move will be completed within a particular timeframe. There may be a period where no service is available, from either your previous Third Party Service Provider or from us. 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 a previous Third Party Service Provider.

Exclusion of Liability

11.1 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 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 suspension or termination of the SIM Only Service or this Agreement or the interruption of or our failure to provide the SIM Only Service including connecting any Call made to or by your handset or failing to make a mobile broadband connection through your handset;
- (b) any Call made to or by your handset being overheard or intercepted by a third party;
- (c) any data transmitted to or by your handset being altered, used 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), an act of default of any third party, supplier, agent or other person, strikes, work stoppages or labour disputes;
- (e) the effects upon you, or upon any equipment, vehicles or aircraft in your vicinity, of any emissions or transmissions to, from, by or through the Network and/or your handset;
- (f) inaccurate or misleading or unlawful information provided to you via the SIM Only Service;
- (g) the acts and/or omissions of Previous Service Providers;

- (h) any error or omission in any directory published by us, or on our behalf, containing your details (including without limitation the national directory database of subscribers for publicly available telephone services); or
 - (i) unauthorised access to your handset. We strongly recommend that sensitive information such as bank PINS, credit card numbers etc, are not stored on your handset.
- 11.2 We have no control over the telecommunications systems of other networks and makes no representation and give no warranty as to the performance or provision of the SIM Only Service when being relayed through such networks or when Roaming.
- 11.3 All conditions, warranties and representations implied by law in relation to our provision of Services are excluded 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.

Suspension and Termination

- 12.1 We may terminate or suspend the SIM Only Service wholly or partially at any time at our option for any reason including:
- 12.1.1 if the Network requires modification or maintenance or for security reasons or if for technical reasons it is not possible to provide the SIM Only Service;
 - 12.1.2 if you do not comply with, or in our reasonable opinion you are not complying with, the terms of this Agreement,
 - 12.1.3 if you are using the SIM Only Service for commercial resale use;
 - 12.1.4 if you are using the SIM Only Service, your SIM Card or your Number in any way which breaches any security or other safeguards or in any other way which harms or interferes with the Network, the service or the 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;

- 12.1.7 where we are of the reasonable opinion that you have provided false or misleading information on your Application; or
- 12.1.8 if you breach any provision of clause 5 (Your Obligations).
- 12.2 You will remain liable for Charges during any period of suspension. In the event we reconnect you to the SIM Only Service after any period of suspension it may take us a number of Business Days to restore the SIM Only 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 SIM Only Service pursuant to clause 12.1 within thirty (30) days of suspension;
- 12.3.2 if you fail to pass such credit checks 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 you breach any of the terms of this Agreement or 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 Move your Number from us to another Service Provider. You will remain liable for all Charges and other costs due up to the date of termination, including any applicable termination Charges, plus any additional interest which accrues;
- 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; or
- 12.3.8 if any meeting of the Customer's creditors is called pursuant to section 587, of the Companies Act 2014 or if you enter into liquidation, receivership or examinership or any steps are taken to appoint a liquidator, receiver or examiner to you.
- 12.4 Upon termination of the Agreement we shall disconnect your handset from the Network, you will forfeit and lose any existing call credit applying on your account and we will be entitled to ascribe your existing number to another customer or your original/new Network Operator Exercise of our entitlements shall not prejudice or affect the exercise of any other right or remedy which may be available to us.

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 at our website.

Notices

- 14.1 If we do need to notify you of a change to the Agreement and or the SIM Only Service, or otherwise need to communicate with you in respect of the SIM Only Service and or the Agreement, then we will do this by sending you by phone, or by email or by a text message. However, we may also choose to communicate with you by any of the following means as well: by post, phone, electronic messaging, by placing a message on your bill or in your “Your Account” 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 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.
- 15.5 This Agreement is personal to you. You may not assign this Agreement without our prior consent of us. 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 the parties submit to the exclusive jurisdiction of the Courts of Ireland.

Definitions

In this Agreement the following terms mean:

“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 (including, when they come into force, and the successor to the ePrivacy Directive).

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

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

"Call" means a transmission made over the Network for the purpose of communicating a voice or data message (which includes, without limitation, short text messages ("SMS"), multi-media messages ("MMS"), and usage of Data Sessions);

"Call Content" means the content of any Call received or made by you over the Network;

"Charges" means the charges for the SIMO Only Service including, but not limited to, connection charges, monthly rental, or tariff charges, call 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 the Customer may choose to receive;

"Data Session" means a connection to the internet or mobile internet ("WAP") established using GPRS, 3G/UMTS, or other technology made available over the Network;

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

"International Call" means a Call made from the Territory to an international landline or international mobile;

"Move" means the transfer of the Number used by you on a mobile network of a Third Party Service Provider to the Network or from the Network to a mobile network of a Third Party Service Provider and "Move" and "Moving" shall be construed accordingly as the context requires. Also referred to as "Port" or "Porting";

"Network" means 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 (excluding equipment owned by you and by other users and customers of the SIM Only Service);

"Number" means the unique ten-digit Mobile Station International Subscriber Directory Number (MSISDN) programmed into the SIM Card;

"Roam/Roaming" means a service which allows you to use the SIM Only Service on a network or networks, usually outside the Territory;

"SIM Card" means the card, bearing a unique mobile telephone number, the related personal Unlocking Code and personal identification number, used with a handset or other terminal or modem (e.g. PDA/dongle for mobile broadband) to access the SIM Only Service;

"SIM Only" means a service under which you avail of a SIM Card only in order to access the SIM Only Service;

"SIM Only Service" means the SIM Only service provided by us to you and specified by you in your Application to be provided by us to you on the terms and subject to the conditions of this Agreement;

"Territory" means Ireland (excluding Northern Ireland);

"Third Party Service" means any service promoted or provided by third parties to you over the Network;

"Third Party Service Provider" means authorised mobile telephony service provider including any previous service provider which, immediately prior to the you entering into this Agreement and Moving the Number, was supplying services to you through the Number;

"Traffic Data" means the information relating to your use of the SIM Only Service processed for the purpose of the effective use of the SIM Only Service or for billing purposes including information relating to the date, time and duration of the use of the SIM Only Service, the identity of the SIM Card and/or the Networks used;

"Unlocking Code" means the code to disable security settings that restrict the use of a phone handset to a specific SIM Card or to a previous Third Party Service Provider's services;

"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.