

eir evo Fibre Broadband Terms and Conditions

The supply of Goods/Services under this Schedule is subject to the provisions of the eircom U.K. Limited Master Terms and Conditions for the Supply of Goods and Services and all definitions not defined in this Schedule shall have the meaning ascribed to them in the eircom U.K. Limited Master Terms and Conditions for the supply of Goods and Services at www.eirevo.co.uk/termsandconditions.

1. In this Service Schedule:

“Acceptable Usage Policy” means eir evo’s acceptable usage policy which can be found at www.eirevo.co.uk/policy.

“Charges” means the Rental, Connection Charge and any other charge payable by the Customer to eir evo hereunder for use of the Facility.

“Connection Charge” means the once off non-recurring charge payable by the Customer for initial provision and where applicable, installation of the Facility as set out in the Price List.

“Content” means 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 Facility.

“DSL” means Digital Subscriber Line.

“eir evo broadband” means the Facility.

“eir evo Equipment” means eir evo broadband equipment comprising of, inter alia, hardware and software.

“Excess Construction Charges” means excess construction charges which are applied to the Customer’s standard connection charge if eir evo needs to carry out extra work to provide the Service to the Customer.

“Facility” means the provision of an FTTC or an FTTP line at the Premises to enable the Customer to avail of the Service.

“FTTC” means Fibre to the Cabinet.

“FTTP” means Fibre to the Premises.

“Full Install” means the installation of the Facility at the Premises by an eir evo technician.

“Gateway Device” means the equipment provided by eir evo as part of the Facility which connects the customer to the eir evo network and provides features such as WiFi.

“Internal Wiring” means any wiring provisioned by eir evo within the Premises relating to the installation of Facility.

“Internet” means the global data network comprising interconnected networks using TCP/IP (Transmission Control Protocol/Internet Protocol).

“Master Terms” means the eircom U.K. Limited Master Terms and Conditions for the supply of Goods and Services at www.eirevo.co.uk/termsandconditions

“Maximum Available Speed” means the highest upload and download speed eir evo undertakes to deliver to the Customer as communicated by email, by letter, by SMS or by such other form as eir evo deems appropriate.

“Minimum Available Speed” means the lowest upload and download speed except in the case of a scheduled service interruption, that eir evo undertakes to deliver to the Customer as communicated to the Customer by email, by letter, by SMS or by such other form as eir evo deems appropriate.

“Minimum Period of Service” means minimum twenty four (24) calendar months from the Operational Service Date.

“Normally Available Speed” means the upload and download speed that the Customer can expect to receive most of the time when accessing the Service as communicated to the Customer by email, by letter, by SMS or by such other form as eir evo may deem appropriate.

“NGA” means Next Generation Access.

“NTU” means Network Termination Unit.

“ONT” means Optical Network Terminal.

“Premises” means the location where the Facility is provided.

“Rental” means the recurring charge payable by the Customer to eir evo in respect of the Facility.

“Self-Install” means the provision of eir evo Equipment by eir evo to the Customer to enable the Customer to carry out the installation of the Facility at the Premises.

“Service” means high speed Internet access at a bandwidth selected (if alternative bandwidths are available) by the Customer.

“Service Credit” means any remedy for failure by eir evo to meet a Service Level as set out in Appendix 1 of this Service Schedule.

“Service Level” means the agreed minimum level of performance eir evo will provide for the Service as set out in Appendix 1 of this Service Schedule.

2.1 The Customer hereby agrees to avail of the Facility subject to the terms of the Agreement. The Price List can be accessed on www.eirevo.co.uk/termsandconditions. Use of the Facility by the Customer shall be deemed to be an acceptance by the Customer of the Agreement and the Service.

2.2 The Facility may require an engineering visit or a site visit or both to the Premises. If required Excess Construction Charges will be agreed between eir evo and the Customer before the order delivery is confirmed.

2.3 Where an active VOIP telephone service is provisioned in conjunction with an Internet

service the Customer can access the emergency services free of charge by dialing 999 or 112. The VOIP telephone service requires an electric power supply, the Customer may be unable to make calls, in the event of a power interruption or outage at or to the Premises. Where an Internet only service is provisioned and there is no active telephone service, the Customer will not have access to emergency service numbers. It should be noted that a customer availing of eir evo broadband will not have the use of a working PSTN line and therefore any ancillary services that were originally connected to the PSTN line will be incompatible with eir evo broadband on monitored alarms that go into monitoring stations and use dial up access to transmit alarms, medical alarms, third party IPTV Service, Credit card machines or any other ancillary services connected to the PSTN line ("Ancillary Service"). eir evo accepts no responsibility for the consequences of an Ancillary Service including any monitoring alarm failing to operate as per specification after eir evo broadband is installed.

- 2.4 The Customer may change the level of the Service, if alternative levels are available, by giving at least five (5) Business Days' notice to eir evo. There shall be no charge payable to eir evo by the Customer for an upgrade of a level. A fee, as set out above, shall be charged by eir evo and paid by the Customer in respect of a downgrade of a level. When a Service has been upgraded a new contractual Minimum Period of Service will commence from the date of the upgrade Operational Services Date. If a Service is downgraded, a new contractual Minimum Period of Service will commence from the date of the downgrade Operational Service Date.
- 2.5 The Customer will pay eir evo the Charges for the Service which apply from time to time. Full details of all eir evo's current Charges for the Service can be obtained by visiting the Price. The Price List can be accessed on www.eirevo.co.uk/termsandconditions. List. Unless otherwise agreed or eir evo otherwise decides, all monies due to eir evo by the Customer become payable as soon as an account or demand thereof is issued to the Customer. Unless otherwise agreed or eir evo otherwise decides, payment shall be due in accordance with clause 3.2 in the Master Terms, unless otherwise stipulated within the Customer's direct debit agreement terms. The Customer can view the eir evo methods of payment and make an electronic payment or set up a Direct Debit by contacting the eir evo business care team at businesscare@eirevo.co.uk.
- 2.6 In respect of Customers for the eir evo Facility, eir evo reserves the right at its absolute discretion, to insist on payment by direct debit. Subscribers to the eir evo Facility must authorise eir evo to alter their evo direct debit instructions to according to the Charges payable from time to time for the eir evo Facility. eir evo will notify your relevant bank or building society each month of the sums due to us from your account. eir evo is entitled to charge you a reasonable administration fee if your direct debit order fails or you otherwise default in making payments to us. If your bank or building society is unable to make payment in any one month we reserve the right to immediately suspend any direct debit facility and demand a different method of payment.

Dispute Resolution

- 2.7 The Customer can log a complaint by contacting complaints@eirevo.co.uk. eir evo will try to resolve any dispute with the Customer as quickly as possible. All complaints received by e-mail to complaints@eirevo.co.uk will be acknowledged within two (2) Business Days of receipt by eir evo. This dispute resolution process takes precedence over the dispute resolution process set out in clause 12 of the Master Terms.

- 2.8 If a Customer is unhappy about the Services or if the Customer wishes to raise a dispute with eir evo in relation to anything in this Service Schedule or the Agreement, the Customer should contact eir evo at complaints@eirevo.co.uk. eir evo will do what it reasonably can to settle any dispute or claim that occurs under or in relation to this Service Schedule and or the Agreement, and to avoid having to get the courts or regulatory authorities involved. eir evo will try to resolve any complaint or dispute that a Customer may have with eir evo in accordance with the procedure set out below. In the event the Customer makes a complaint it should clearly set out the full facts and include relevant supporting documents. eir evo we will use reasonable endeavours to settle the dispute as soon as possible of getting the complaint and eir evo will make sure to give the Customer regular updates during the complaints process. Nothing in this disputes section stops either the Customer or eir evo seeking interlocutory or other immediate relief, going to a court of competent jurisdiction in Northern Ireland if either party considers it reasonable; or doing anything else the Agreement lets the parties do.
- 2.9 In the event the parties cannot agree or resolve the dispute the Customer may refer the dispute to any recognised dispute resolution service.
- 2.10 The Facility includes an eir evo provided Gateway Device, eir evo will only be obliged to support the Facility where this Gateway Device remains in place and has not been reconfigured by the customer, other than the configuration of WiFi settings and user passwords.
- 3.1 The provision of the Service shall commence on the Operational Service Date and shall be for the Minimum Period of Service. After the expiry of the Minimum Period of Service the Service shall continue in full force and effect until terminated in accordance with the Agreement.
- 3.2 The Customer may cancel the order for the Facility before 09:00 on the Business Day before the Operational Service Date, and if so, the Customer shall pay for work already carried out or work that cannot be prevented from being carried out. If the Customer cancels the order after 09:00 on the Business Day before the Operational Service Date a cancellation charge as set out in the Price List will apply. In the event of such cancellation by the Customer, or any cessation during the Minimum Period of Service, the Customer shall be obliged to return any eir evo Equipment, which may have been provided by eir evo to the Customer. Any eir evo Equipment shall be returned to eir evo on request. In the event of any eir evo Equipment not being returned to eir evo within fourteen (14) days of the cancellation of the order for the Facility, the Customer shall be charged by eir evo and shall pay to eir evo such sum as is set out in the Price List as being the charge payable in respect of the non-return of any eir evo Equipment.
- 4.1 The Customer agrees to provide eir evo and its agents with all such information and co-operation including, inter alia,
- (a) At their own expense a suitable place and conditions for the ONT, Gateway Device, and a continuous mains electricity supply.
 - (b) Install eir evo's Gateway Device in the event the order is for the transfer of an existing service.
 - (c) Not tampering with, or attempt to move, the ONT or associated wiring; if the Customer wishes the ONT to be moved from its installed location, the Customer must contact eir evo.

- (d) Suitable Premises, equipment and services as eir evo may reasonably require from time to time enabling it to provide the Facility.
- 4.2 eir evo may, in its absolute discretion, refuse to provide the Facility where such information or co-operation is not furnished by the Customer.
- 4.3 The Operational Service Date may be changed by eir evo due to operational or technical considerations.
- 5. The Customer agrees it may not use the Facility to:
 - 5.1 gain unauthorised access to eir evo facilities, services or resources or to the engage in internet usage in excess of what eir evo, acting reasonably, decides would cause disruption or denial of service to any other customer or internet user. eir evo's network architecture for broadband services has been structured for normal domestic and educational use by individuals and families. Usage of the broadband Facility in excess of this level may cause disruption to eir evo's other broadband customers and may reduce the performance of the broadband service for other customers. eir evo may take any action to remedy what it reasonably considers to be excessive usage by customers including withdrawal of service.
 - 5.2 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.
 - 5.3 create, host or transmit material, which is defamatory.
 - 5.4 create, host or transmit material, which infringes the intellectual property rights including, but not limited to, the copyright of another person or organisation.
 - 5.5 engage in activities, which infringe proprietary rights in any software.
 - 5.6 engage in activities, which compromise the privacy of others.
 - 5.8 engage in activities, which adversely affect the integrity of computer based information.
 - 5.9 transmit unsolicited commercial or advertising email material either to other customers or to other organisations connected to other networks, 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.
 - 5.10 with equipment other than that which is compatible with the service as outlined in paragraph 2.9 of this Service Schedule.
 - 5.11 Without prejudice to the foregoing, the Facility may only be used by the Customer in accordance with the Acceptable Usage Policy.
- 5.7 facilities, services or resources of any connected Internet service providers.
- 6. Annual price increase

- 6.1 There will be an annual increase to Recurring Charges (rounded up to the nearest whole pence) by a percentage comprised of i) the annual percentage increase in the Retail Price Index (RPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures) plus ii) 3.9% (“Annual Price Increase”). If applicable the Annual Price Increase will take effect on bills dated on or after 1st April of each year beginning on 1st April 2022.
- 6.2 If the RPI figure is negative in the relevant year, eir evo will only increase Recurring Charges by 3.9%. The change to Recurring Charges as a result of the Annual Price Increase will not cause the Customer material detriment and will not give the Customer the right to terminate the Agreement or the Service without paying termination Charges.

7. Termination

- 7.1 The Customer agrees that without prejudice to the Customer’s right to terminate the Agreement under due notice, to pay on demand such Charges as may be fixed from time to time by or in accordance with the Agreement in respect of the Facility.
- 7.2 The Agreement and the Facility may be suspended or terminated by eir evo for breach by Customer of its terms or, otherwise in accordance with this Agreement.
- 7.3 Subject to the provisions of clause 13 of the Master Terms and paragraph 7.3 of this Service Schedule, this Service may be terminated by either party on one month’s written notice to the other. In the event of material changes made by eir evo to the Agreement, the Customer may terminate this Agreement, without charge, by serving notice in writing prior to the date of implementation of such changes. The Customer will be deemed to have accepted any implemented changes, by continuing to use the Facility.
- 7.4 (a) If the Customer terminates this Agreement during the Minimum Period of Service, eir evo shall, without prejudice to its rights to treat the termination as a breach or repudiation of this Agreement, agree to accept such termination provided notice of such termination is addressed to eir evo and the Customer will be liable and agrees to pay to eir evo a termination charge of the sum amounting to the Rental due for the remaining Initial Period.
- (b) Where the Customer avails of an eir evo Broadband service as part of a bundle, the Terms and Conditions applicable to that bundle in respect of charges applicable upon termination of the bundle or of any of its components shall supersede the termination charges outlined in paragraph 7.4 (a), and shall be payable by the Customer in place of those charges.
- 7.5 Provision of the Facility may result in temporary loss of telephone Service to the Customer during the period in which initial installation of the Facility is taking place.
- 7.6 eir evo does not warrant that the Facility will meet the Customer’s requirements or that the operation of the Facility will be uninterrupted or error free.
- 7.7 For broadband maintenance eir evo provide broadband online support at businesscare@eirvo.co.uk and the Customer can contact the eir evo broadband support number on 0800 039 9000 Lines are open on Business Days 9am - 5pm If the Customer

reports a fault on the eir evo line and on visiting the Premises, the eir evo technician identifies that there is no fault with the eir evo access line or equipment and the fault is the result of the Customer's or third party equipment, eir evo reserves the right to charge the Customer for the eir evo technician visit. Full details of all eir evo's Service Levels are set out in Appendix 1 of this Service Schedule

- 7.8 The Customer agrees that from time to time it may be necessary for eir evo to temporarily suspend the Facility during periods of repair, essential maintenance or alteration or improvement to eir evo's telecommunications network or otherwise in accordance with the law. Where possible eir evo will give the Customer notice prior to such suspension of the Facility and eir evo shall restore the Facility as soon as possible after such suspension.
- 7.9 The Facility is provided in accordance with the Price List. The Customer acknowledges that the relevant product description may contain limitations and constraints on the use of the Facility. eir evo reserves the right to alter the product specification in order to provide the eir evo broadband service. The Customer agrees and undertakes to adhere to these constraints and restrictions.
- 7.10 The Facility is provided solely for the Customer's own use and the Customer shall not resell the Facility (or any part of the Facility) to any third party.
- 7.11 Where additional terms and conditions govern any access to any Content or to any Internet service, the Customer acknowledges that it is obliged to comply with such terms and conditions.
- 8.1 In no event shall eir evo be liable to the Customer for damage suffered by the Customer as a consequence of acts or omissions of third parties. The Customer acknowledges that it accesses the Internet at its own risk and that eir evo has no responsibility for any goods, services, information, software or other materials accessed by the Customer whilst using the Facility.
- 8.2 eir evo provides defined Service Levels for Facility as set out in Appendix 1 of this Service Schedule. If eir evo fails to meet a Service Level and this means that the Customer is entitled to Service Credits, the only remedy available to the Customer for that failure will be to receive those Service Credits, except when eir evo's failure amounts to material breach of the Agreement, in which case, eir evo will take the value of any Service Credits given from any amount agreed as payable by eir evo in accordance with clause 8 of the Master Terms or awarded by a court of competent jurisdiction.
- 8.3 eir evo does not advertise specific data speeds referring instead to "up to" as speeds vary by technology and location. Notwithstanding clause 8.4 and in accordance with Commission Implementing Regulation (EU) 2019/2243 of 17 December 2019 (the "Net Neutrality Regulation"), following the installation of the Facility, eir evo will make available to you details of the Maximum Available Speed, Minimum Available Speed and Normally Available Speed ("the Speeds") that apply in respect of your line (for Giga-Fibre see the contract summary at www.eirevo.co.uk/termsandconditions), for any other broadband products these are available on request from your account manager.
- 8.4 There are a number of factors that can influence the speed of your line and the quality or performance of the Service.

- 8.5 Volume limitations may result in an interruption to your internet service. 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 and VPNs. 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.
9. The Customer shall notify eir evo as soon as possible after a defect, fault or impairment in the operation of the Facility is detected and eir evo shall endeavour to attend as soon as practicable during normal business hours to the fault at the Premises or at whichever location eir evo considers the reported fault to be located.
10. The Charges payable in respect of the provision of such maintenance are as set out in the Price List. Full details of all eir evo's current Charges including for maintenance can be obtained by visiting the Price List at www.eirevo.co.uk/termsandconditions .
- 11.1 eir evo reserves the right to contact the Customer via email, letter or text message regarding information specific to eir evo broadband, including service enhancements, network upgrades, installation appointments/updates, pricing changes and general information relating to the product purchased.
- 11.2 The Customer is required to provide eir evo with its most up to date contact email addresses as part of the Master Terms.

Static IP

eir evo will provide the Customer with a single static IP address on request, for the Customer's own use in connection with the Facility. The Customer may order additional IP addresses for an additional charge listed on the Price List.

Static IP is provided by eir evo to the Customer on the same contractual basis as the Facility.

Enhanced SLA

If agreed by eir evo, an enhanced SLA will be provided, at a charge agreed between the Customer and the Customer's account manager at service levels defined in Appendix 1 to this Service Schedule

The Enhanced SLA is provided on the same contractual basis as the Facility.

eir evo WiFi Terms & Conditions

Description

eir evo WiFi is a service that allows eir evo customers to access the internet over WiFi at other eir evo Fibre customers' premises, using a portion of their evo Fibre broadband capacity, using a second SSID.

Host Customer

Availability and security of hosts' existing eir evo Fibre service will not be affected. As a host the Customer will not have access to or visibility of the internet traffic of guests connecting to the Customer's modem and guests will not have access to or visibility of the Customer's internet traffic.

eir evo WiFi mesh extender

eir evo will provide the Customer with a Wifi mesh extender for an additional charge listed on the Price List. The WiFi mesh extender is provided on the same contractual basis as the Facility.

APPENDIX 1 – Service Level

Service care levels

Service care level	Response time	Updates	Fix target
Standard	4 hours (within business hours)	4 hours (within business hours)	End of the next day: Monday to Friday excluding public holidays
Enhanced	2 hours (within business hours)	2 hours (within business hours)	7 hours: 24*7, 365 days per year

Compensation

Service care level	Compensation can be claimed if the fault fix time is missed, as set out below:	Compensation	Products
Standard	<p>Report by 17:00 on a working day, the fault should be fixed before the end of the next working day (up to midnight)</p> <p>Incidents reported after 17:00 on a working day, or any time at weekends or on bank or public holidays are treated as if reported at 08:00 on the next working day</p>	1 weeks rental for every day of down time in excess of the SLA target fix time. Up to a maximum of 12 days.	All eir evo Broadband Products
Enhanced	The fault should be fixed within 7 hours of the earliest site access time or the end of the working day (up to midnight) on the agreed appointment date, whichever is the latest.	1 weeks rental for every day of down time in excess of the SLA target fix time. Up to a maximum of 12 days.	Only eir evo Broadband Products agreed with your account manager.

To make a claim:

1. Wait 48 hours after we have fixed the fault to make the claim
2. Contact businesscare@eirevo.co.uk within 90 days of us fixing the fault
3. Provide the fault reference number and your customer account number

Exceptions

Compensation will not be payable:

1. During any trial period of the Broadband Service;
2. If eir evo asks for access to the Site and you do not allow this (including where you fail to accept an appointment time for an engineering visit eir evo allocates for you within the timescales for repair, as determined by the Service Care Level you have chosen);
3. If following remote diagnostics, eir evo sends out a replacement modem within the timescales for repair as set out in Appendix 1 and you are not available to accept delivery of the modem;
4. If eir evo is unable to contact you despite reasonable attempts;
5. If you cancel the Ticket before eir evo has rectified any Service Failure;
6. If you have your Access Line with any Communications Provider other than eir evo and the Service Failure is as a result of a failure of service on the Access Line you have with that other Communications Provider;
7. If you report an Incident and eir evo cannot confirm that an Incident exists after performing tests;
8. If you asked eir evo to test the Broadband Service at a time when no Incident has been detected and/or reported; or
9. If the Service Failure is as a result of: (a) a loss of service of another service provided by eir evo and you have requested service credits under the contract for that service; (b) the Broadband Service being modified or altered in any way by you, or eir evo in accordance with your instructions; or (c) Planned Maintenance;
10. If the fault does not result in a total loss of internet access.