



eir Business Mobile Bill Analyser Service Schedule

The supply of Goods/Services under this Schedule is subject to the provisions of the eircom Limited "eir" 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 Limited Master Terms and Conditions for the Supply of Goods and Services at www.eir.ie/masterterms

1. DEFINITIONS

"Authorised Person" means an individual nominated by the Customer who is provided with a username and password, when the Customer makes their application for the Service.

"Commencement Date" means the date upon which the Service goes live and is deemed to commence being the date when the "Authorised Person" receives their eir Bill Analyser login details by email from eir.

"Customer" means the eir Fixed Voice or Mobile customer who has agreed to avail of the Service.

"Fixed Voice" encompasses the following eir services: PSTN, ISDN, VPN, VOIP/SIP and FreeFone.

"Mobile" encompasses the following services: Mobile Voice and Data Tariffs.

"Service" shall have the meaning set out at section 2 below.

2. SERVICE DESCRIPTION

Bill Analyser is a third party service solution that enables Customers to view their Mobile and Fixed Voice bills online the "Service". It also allows Customers to run reports for analysis and breakdown of their billing data. These Terms and Conditions for the use of Bill Analyser may be amended from time to time, the current version of the said Terms and Conditions are available at, www.eir.ie/business/bill-analyser-terms

3. USE OF THE SERVICE

- 3.1 The Customer may log in and access their account from the commencement date.
- 3.2 The Customer must ensure that all software, hardware equipment or facilities required in order to provide a connection to the Service is made available and in good and compatible working order.
- 3.3 eir reserves the right, at its absolute discretion, to modify, withdraw, suspend or restrict the availability of the Service or any part thereof and shall have no liability whatsoever for any such modification, withdrawal, suspension or restriction.
- 3.4 The Customer is responsible for the security and proper use of all usernames and passwords used to access the Service. The Customer must not disclose passwords to any third party (whether directly or indirectly). It is the Customer's responsibility to ensure that passwords are changed immediately if they believe they have been compromised. In addition, eir advises Customer to change usernames and passwords frequently, even if those details have not been compromised. Customer should notify eir as soon as practicable if it becomes aware of or suspects unauthorised use of a password. Customer should note that it is fully liable for all use of its passwords, including any unauthorised use. If such information is disclosed to any unauthorised third parties, eir shall not be liable for any loss or damage that may result therefrom. Customer is liable for all use made of the Services through its account, whether authorised by the Customer or not, until it has notified eir of unauthorised use and eir has stopped access to the relevant account.
- 3.5 eir hereby expressly disclaims, insofar as is legally permissible, responsibility for any loss or damage arising out of any interception of Customer information and/or and loss or delay of transmissions between Customer and eir, including those processed as part of the Service.

4. DISCLAIMERS

- 4.1 eir provides the Service and its contents on an "as is", "where is" basis with no warranties, representations, conditions or other terms whatsoever, express or implied. To the fullest



eir Business Mobile Bill Analyser Service Schedule

extent permitted by law, eir and its directors, officers, employees and agents expressly disclaim all warranties, representations, conditions or other terms in respect of the Service, express or implied including, but not limited to, the implied warranties of merchantability, correspondence to description, fitness for a particular purpose, or non-infringement.

- 4.2 Access to Service content may be impaired by geographic, atmospheric or other conditions or circumstances beyond eir's control including, without limitation, congestion, network coverage, dropped connections, and the maintenance of secure network connections. Due to the nature of interactive facilities and the internet generally, eir gives no representations or warranties that Service content will be timely or free from delays, interruptions or errors.
- 4.3 Whilst eir has made and will continue to make its reasonable efforts to provide accurate, current and complete information, eir cannot guarantee that the information contained or referenced in the Service or future information supplied is adequate, accurate, reliable or complete and eir disclaims all liability and responsibility for such information and possible errors or omissions in the contents of the Service. eir does not represent or warrant that the access, use, functions or content will be uninterrupted or error-free, that the contents will be correct, accurate, reliable, meet Customer requirements, or that there will be no delays, failures, errors or omissions or loss of transmitted information, that no computer viruses will be transmitted or that no damage will occur to Customer IT systems. Customer agrees that it downloads or otherwise obtains content from the Service at its own discretion and risk and that it is solely responsible for protecting its data and/or equipment (and for any damage or loss thereto) and for taking appropriate precautions to scan for computer viruses, worms, Trojan horses or other malicious code.

5. TERMINATION

- 5.1 If the associated Mobile or Fixed Voice service is ceased or terminated then the Bill Analyser Service will also be terminated.
- 5.2 Unless otherwise stated (including, without limitation, at paragraph 3.3), this Service may be terminated by either party upon thirty (30) days prior written notice.
- 5.3 Subject to paragraph 3.3, this Service may be terminated forthwith by eir if the Customer commits a breach of any of the terms of this Service Schedule and fails to remedy such breach within fourteen (14) days' notice by eir requiring such breach to be remedied.

6. DATA PROTECTION

In order to use the Service, you as the Customer must consent to your Personal Data and that of your Authorised Persons being processed in line with the following statements in order to avail of the Service

- 6.1 **What categories of Personal Data will be processed?**
All call data records relating to Voice, Data and SMS and associated account Information that would normally appear on a Paper/Electronic Bill will be processed by the platform in order to present the bill in a manner that can be analysed and reported on.
- 6.2 **How will the Personal Data be processed/used?**
All Personal Data will be processed in line with the eir business Privacy Policy at www.eir.ie/privacycentre and in line with the master terms at www.eir.ie/masterterms
- 6.3 **What will the Personal Data not be used for?**
The Personal Data will not be used for reasons outside the legitimate purpose of providing the Service to the customer.
- 6.4 **What third parties will be permitted access to the Personal Data?**
Softex Limited (or such other supplier or sub-contractor as may be nominated by eir from time to time in accordance with the eir Master Terms at www.eir.ie/masterterms) will be permitted



to access and process the Personal Data for the purpose of providing the Service and data will be sent over a secure connection to facilitate loading into the Bill Analyser platform.

6.5 Where will the Personal Data be processed?

The Personal Data will be processed within the European Economic Area.

6.6 Right to object

Customers have the right to refuse this service at any time. You can object to this service by contacting your account manager or calling 1921 for customer service.

6.7 How long will the Personal Data be retained?

Personal Data will be retained for a period of thirteen (13) months for the purpose of providing the Service.