

## **VIRGIN MEDIA BUSINESS - SIM ONLY AGREEMENT – Version 10<sup>th</sup> May 2018 TERMS & CONDITIONS**

The Services covered by this Agreement are provided to you by Virgin Media Ireland Limited (Company number 435668). Our registered office address is Building P2, East Point Business Park, Clontarf, Dublin 3.

### **1. Definitions**

1.1 For Definitions please see the end of this document.

### **2. Your Agreement**

2.1 This Agreement and Services shall commence, and you are deemed to accept the terms and conditions of this Agreement, upon acceptance of the delivery of your SIM or activation of your services, whichever is the earlier.

2.2 This Agreement covers the provision of the Services by us to you through the use of the SIM Card provided, it does not cover any mobile phones, handsets or other devices you may have received with your SIM Card or as part of a package, either directly from us or through a third party retailer. We would ask that you check your Mobile Phone agreement or liaise directly with your handset or other device provider if you have any queries regarding same.

### **3. Duration**

3.1 Unless otherwise stated in other documentation that we provide to you, your Agreement continues unless terminated as per clause 11 below.

### **4. Your Services**

4.1 We will try to make our Services available to you at all times but quality and availability could be affected by factors outside of our control, such as the weather, the design, features or functionality of your device, certain regulatory requirements, technical limits, licencing matters, consents, emergencies, lack of capacity or faults in the Network or any other networks used to provide the Services to you. Due to the nature of mobile telephony it is impossible to neither guarantee an uninterrupted, secure or fault free Service; nor guarantee the quality, accuracy, correctness or completeness of the Service. As a result we do not accept liability for failure to provide you with the Services.

4.2 The Network we use for the provision of our Services may also from time to time need upgrading, maintenance or other work which may result in interruptions or unavailability. Where this is the case and our Network provider has informed us, we will detail any interruptions or unavailability on our website and details will also be available from Customer Care. We will do all we can to keep such unavailability to a minimum. Where practicable, we may give notice to you prior to any interruptions or unavailability.

4.3 A SIM Card(s) is/are provided for the purpose of supplying and availing of the Services, any other use is prohibited. A maximum of 25 SIM Cards are available on each Agreement. The Services are provided under this Agreement for use by traders and businesses only and in a commercial capacity and not for private or personal use. The Services are to be used in accordance with the Virgin Media Business Mobile Services Acceptable Usage Policy ("AUP"). The Services or any part of them cannot be sold or re-sold for money or money's worth. We have no liability, whether due to our negligence or otherwise, for any losses incurred by any business, trade or profession carried on by you or any other person using the Services.

4.4 You may not use the Services

- (1) to send a message or communication which is offensive, spam, junk mail, abusive, indecent, obscene, a nuisance or hoax; or
- (2) to cause annoyance, inconvenience or needless anxiety; or
- (3) fraudulently; or
- (4) in connection with a criminal offence; or
- (5) in connection with direct dialling, machine-to-machine or malware; or
- (6) in breach of our Acceptable Usage Policy

As well as any other rights we may have, if in our reasonable opinion we believe the Services have been used in breach of this condition or other conditions in the Agreement, we may immediately suspend the Services and/or terminate this Agreement.

4.5 Where you are allocated a PIN(s) to enable you to use the Services you will be responsible for all use of the Services through your PIN(s) (including without limitation all Charges incurred and any breaches of the terms of this Agreement). Your PIN(s) should at all times be kept confidential. Virgin Media Business can on request arrange for you to de-activate your PIN(s) and assist in allocating a new PIN(s).

4.6 Any SIM Card(s) we provide to you remains our property and must be returned to us if we ask for it back. You must keep your SIM Card(s) safe and can only use it to access our Services. If your SIM Card(s) is lost, stolen or damaged call us immediately for another SIM Card(s). If your SIM Card(s) is lost or stolen you will be liable for all Charges relating to use of the SIM Card(s) (including call Charges) up to the time that you notify us that your SIM Card(s) is lost or stolen, regardless of whether the Charges have been incurred by you or someone else. If you lose the SIM Card(s) you might be liable to pay a reasonable replacement charge, details of which are set out in our Price List.

4.7 If you wish to keep your number please transfer your number from your old network ("Porting") after you receive your new SIM Card(s) from us. Please review the terms of clause 9 of this document for information on Porting.

4.8 Premium Rate Services may be supported in the Services but with limited availability. We cannot support all premium SMS services on the market. In the case of premium SMS and premium telephone numbers (e.g. 1515, 1530) our involvement is limited to the collection of charges. In the event of any questions and complaints relating to Premium Rate Services please contact the relevant Premium Rate Services provider directly. We can block access to all Premium Rate Services upon request.

4.9 Please note the Services do not support MMS (as defined).

4.10 Age Restricted Services. If you let anyone under the age specified on any Content or Services use your handset you must also ensure that you deactivate access to any Age Restricted Services before doing so.

4.11 In order to optimise and enhance our Services to you Virgin Media Business shall from time to time load data and software onto your SIM Card directly.

### **5. Roaming**

5.1 Our Services may be available to you in countries outside of the Territory if we or the partner who provides us with our Network have roaming arrangements in place. Roaming is activated on your Account from the outset so there is no need to contact us to activate before you leave the Territory.

5.2 Our service allows you to roam free of charge when periodically travelling within the EU, subject to the AUP. For further details of our roam like at home service plus any restrictions imposed on consumption and how these are applied please see our roaming with Virgin Mobile page on <https://www.virginmedia.ie/business/mobile/roaming>. Roaming surcharges will apply to any usage outside of the AUP. Details of the applicable surcharges can be found on our Price List at [www.virginmedia.ie](http://www.virginmedia.ie).

5.3 Roaming outside of the EU will incur additional charges, please ensure that you refer to our Price List on [www.virginmedia.ie](http://www.virginmedia.ie) for further details. Any additional terms and conditions which apply to Roaming are available on our Price List.

5.4 Mobile networks outside of Territory may be limited by quality and coverage and not all services may be available while you are abroad. An uninterrupted, secure or fault free Service, quality, accuracy, correctness or completeness of the Service while Roaming is therefore not guaranteed.

5.5 If while you are using the Services in a location which is close to a border between the Territory and another country (e.g. Northern Ireland), your phone may connect to a network in that other country. If this occurs please note you will be charged at roaming rates for that usage. In order to prevent that occurring, please monitor the network to which your handset is connected while in those areas. Alternatively, you may contact us and we can disable roaming for you if you require.

## **6. Charges and Payments**

6.1 Charges for your use of the Services will be set out in the Price List and shall commence from the date of receipt of the SIM Card. We may amend the Charges as set out in clause 14 below. Charges that appear on your bill are exclusive of VAT. VAT is shown separately.

6.2 Payment of Charges shall be made by direct debit. We shall notify your relevant bank or building society each month of the sums due to us from your account. An administration fee may be charged if your direct debit order fails or you otherwise default in making payments to us.

6.3 In the event of late payment, interest may be charged at 2% per annum above the base lending rate of Bank of Ireland and will be calculated from the due date until the date of payment. If the Charges are not paid in full and on time we can in addition to charging interest, withdraw any discount and suspend you using some or all of our Services and may cancel this Agreement. If you believe there is mistake in your bill, please tell us as soon as possible so that we can check this. We may charge you administration and collection costs as a result of late payment of your bill. If Virgin Media Business need to take legal or other collection action against you for non-payment of Charges, you may have to pay our legal costs and expenses.

6.4 We may set a monthly credit limit on your account that will be an amount we consider appropriate. We will let you know what this amount is if we do set a monthly credit limit. We may suspend your access to the Services if you exceed the 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 may submit an interim bill or require an immediate payment if we think you have exceeded the credit limit on your account.

6.5 If your SIM Card(s) is stolen or mislaid please contact us immediately as you remain liable for all Charges until you notify us of the theft or loss. We are entitled to assume that any communications made through the Services are your communications or have been authorized by you.

6.6 We are entitled to calculate charges for any period in order to bring your account into line with our billing cycle, and for that purpose we reserve the right to add the whole or part of any month's (or other billing period's) Charges to future bills. If you terminate this Agreement between the dates when we issue bills to you, you must pay all Charges which have accrued since the last bill was calculated up to the date of termination of the Services.

6.7 The Services may contain, make available or allow access to information, content, merchandise, products and Services provided by third parties and for which there may be charges payable to third parties (for example Software Applications interactive services or online shopping) and in these cases you agree that you are dealing with the third party and not us. You agree that all such charges incurred by you or attributed to your account or invoiced to you, will be your sole and exclusive responsibility and you agree to pay the same when due, and you shall indemnify and hold harmless Virgin Media Business and each of its Group Companies for all liability to any third party for such charges. Depending on the nature of the services, the third party may bill you directly or we may bill you on your regular bill, in which case you are responsible for payment as per the payment obligations in this Agreement.

## **7. Credit Checks and Assessment**

7.1 We or the retailer you purchase your SIM from (on our behalf) may carry out credit checks where necessary to help us or the retailer confirm your identity and decide whether to accept your application. Virgin Media Business reserves the right to refuse to sell the Services to you if you do not pass our mobile credit scoring even if you are already an existing customer.

7.2 Based on the above, Virgin Media Business reserves the right to restrict the level of Services we provide to you, only allow certain methods of payment and/or impose on your account a limit that the total unpaid Charges accrued on that account over a certain period are not permitted to exceed, based on the Charges we reasonably expect you to incur on your account. We will inform you of this limit. You are not allowed to incur Charges which exceed this limit over the period notified to you. If you exceed this limit we have the right to request payment of a deposit and if you do not pay this deposit we may suspend the Services until you do so or we may terminate this Agreement.

## **8. Data Protection**

8.1 You are required to promptly and accurately give us all the information that we request so that we can perform our obligations under this Agreement. You must also inform us immediately of any change to any details you have provided to us, especially name and address. We shall not be liable for any expenses you incur or savings you fail to make as a result of your failure to notify us of any changes to same.

8.2 We may, subject to the relevant legal and regulatory provisions, whilst you are a customer and for as long as necessary for the specified purposes after you terminate purchasing Services, use personal information obtained during this Agreement together with other information for the purposes of administration, credit scoring, customer services, training, marketing, tracking use of our services (including processing call, usage, billing, viewing and interactive data), profiling usage and purchasing preferences and providing you with services. We may disclose personal information to Virgin Media Business or any Group Company and our sub-contractors and agents for these purposes. For additional details regarding privacy and our use of personal information, please see our Mobile Privacy Policy, located at [www.virginmedia.ie](http://www.virginmedia.ie).

8.3 From time to time, we, or a third party acting on our behalf, may contact you by mail, telephone, email, other electronic messaging or fax with information about our products and services (including discounts and special offers). If you do not wish to receive marketing or promotional information from us, please contact us in writing or by calling 1908. If you contact us, please state whether you would prefer not to receive any promotional material from us or whether you would like to receive information from us by some but not other methods (the options are: by mail, telephone, electronic messaging services, fax, email and tailored advertising services). Remember that if you say you do not wish to receive any promotional material from us or our third parties, this will preclude you from receiving any of our special offers or promotions.

8.4 We will only discuss your account with an authorized user designated to us. For internal operational reasons or for training purposes, we may occasionally record or monitor telephone calls that you may make to our Customer Care Department.

8.5 Should you choose to terminate your relationship with us, you agree that we will be free to contact you for marketing purposes post the termination of your contract unless you advise us otherwise. We will contact you within 12 months of the termination of your contract to tell you about products and services that we believe might be of interest to you. You are free to opt out of receiving these communications. If you wish to opt out of these post contract communications please contact us by calling Virgin Media Business Customer Care 1800 923 003, or writing to us at Virgin Media Business, Building P2, East Point Business Park, Clontarf, Dublin 3.

8.6 You acknowledge that we may co-operate with any court, tribunal, regulatory body, police authority or other Competent Authority in any investigations or proceedings concerning you or your use of the Services. This may include disclosing communications transmitted via the Services or other details regarding your use of the Services to such authorities.

#### **9. Number Porting**

9.1 If you are transferring your Mobile Number to or from another Operator we direct you to our guidelines on this process on our website [www.virginmedia.ie](http://www.virginmedia.ie).

#### **10. Disputes, Queries & Contacts**

10.1 If you have a query or complaint about our Services that you would like to discuss, you can contact Customer Care by calling Virgin Media Business Customer Care 1800 923 003, by writing to us at Virgin Media Business, Building P2, East Point Business Park, Clontarf, Dublin 3 or by emailing us via the customer care section of our website at [www.virginmedia.ie](http://www.virginmedia.ie). We will investigate any complaint in accordance with our complaints policy and will contact you with the result. We will always try to resolve your query as quickly as possible.

10.2 If at the end of our Complaints process, you feel your complaint has not been properly deal with, you can choose to contact the Commission for Communications Regulation (ComReg). ComReg is an independent statutory body set up to regulate the industry and to help resolve any problems with the Services we provide and the service you receive. For more information on how to refer a dispute or complaint to ComReg see [www.comreg.ie](http://www.comreg.ie)

#### **11. Termination & Suspension**

11.1 As well as our other rights under law and in this Agreement, we have the right to terminate this Agreement or suspend our provision of Services to you without notice, and to be compensated by you for any losses or expenses incurred by us, if:

- (i) you do not make payments to us when they are due or your account limit or credit limit is exceeded;
- (ii) where you have breached this Agreement and you fail to remedy the breach within the reasonable time specified by us in our written notice requiring you to do so;
- (iii) a voluntary arrangement between you and your creditors is proposed, or a bankruptcy petition is presented, or you enter a personal insolvency arrangement, or a bankruptcy order is made against you or you are sequestrated or in the event of your death or a receiver or trustee is appointed in respect of your estate;
- (iv) we have reason to believe that you have provided false, inaccurate or misleading information to us;
- (v) you or another person commits, or is suspected in our reasonable opinion of committing, fraud or attempted fraud in connection with the use of the Services (including the use of the Services to commit or attempt to commit fraud); or you or another person damages the Network or puts it at risk;
- (vi) you do or allow anything to be done which is in breach of our Acceptable Usage Policy;
- (vii); we are legally required to do so;

or

(viii) in our reasonable opinion it is otherwise necessary or desirable to do so.

11.2 Any exercise of our right to suspend the Services shall not exclude our right to later terminate this Agreement. We may refuse to restore the Services to you until we receive an acceptable assurance from you that there will be no further breach.

11.3 If, for reasons outside our control, the provision of the Services to you proves impracticable or no longer possible, as determined in our sole discretion, we may discontinue the provision of the Services to you and refund you any Charges paid in advance by you to us.

11.4 You may cancel this Agreement at any time for any reason by providing at least 30 days' notice in writing subject to payment of all outstanding Charges, or if your Agreement is for a longer period, you may cancel with 30 days' notice in writing subject to payment of any outstanding instalment payments in your Agreement period.

11.5 Termination or suspension of this Agreement for whatever reason may result in the deletion of your remaining voice and email messages as well as all other data, and the disconnection of your telephone numbers, and we will be under no liability to you in respect of such deletion, closure and disconnection.

#### **12. Customer Care**

12.1 If you have a Customer Care query about our Services that you would like to discuss, you can contact Customer Care by calling Virgin Media Business Customer Care 1800 923 003, by writing to us at Virgin Media Business, P2 East Point Business Park, Dublin 3 or by emailing us via the customer care section of our website at [www.virginmedia.ie](http://www.virginmedia.ie).

#### **13. Limitation of Liability**

13.1 In performing any obligation under this Agreement our only duty is to exercise the reasonable skill and care of a competent provider of mobile telecommunications services.

13.2 We exclude all liability to you in any way for direct, consequential, special or indirect losses, including but not limited to loss of revenue, profits, loss of business, missed opportunities, loss of goodwill, contracts or anticipated savings or wasted expense, or any loss arising from services or goods that you have procured or ordered while using the Services, or any financial loss or loss of data or corruption of data or liability to third parties for damage, or any general loss on account of the loss of use of the Services, whether arising in tort, contract, equity or otherwise and arising out of or in relation to or in connection with your access to or use of or inability to use the Services, We are not liable for any loss or damage that was not reasonably foreseeable when you entered into the Agreement. Our entire liability to you will be limited to €3,000 or 200% of the Charges paid by you in the previous 12 months, whichever amount is lesser, for each claim or a series of related claims.

13.3 We exclude and disclaim to the fullest extent permitted by law all conditions and warranties, other than those expressly set out in this Agreement, including any warranties implied by Statute if and to the extent that such warranties and conditions implied by Statute can be lawfully excluded.

13.4 We exclude all liability in respect of the accuracy, performance, completeness, timely delivery, fitness for purpose or legality of any information accessed using the Services, and we exclude all liability of any kind for the transmission, or the reception of, or the failure to transmit, or to receive any material of whatever nature.

13.5 We will not be liable for any loss or damage which arises other than through our negligence or the negligence of our employees, agents or contractors. We do not restrict or exclude liability for death or personal injury resulting from our own act or omission or the acts or omissions of our agents or contractors while acting on our behalf.

13.6 You may be able to use our Services to upload or transmit email or content over the internet or to access third party websites, Content and other material which is branded or provided by third parties, and to acquire goods or services from third parties. We and our Network supplier merely act as the "pipe" transmitting this Content to or from you and do not have any control or exercise any control over this Content, the third parties, or any goods or services they may provide. We therefore have no responsibility or liability to you for these third party sites, their Content, or for any goods or services you may obtain from them. You are responsible for any Content that you upload or transmit.

13.7 You acknowledge that you access the Services 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 Services.

13.8 Things beyond our control may affect the quality or availability of the Services, such as power outages and fluctuations in the Network. We do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of Services or their content. We will not be liable for any delay or failure to provide the Services, including access to emergency services, or any interruption, disruption or degradation in Services, or any loss of data or corruption of data that is caused by any of the following:

(i) Any act or omission of an underlying carrier, service provider, vendor or other third party, or Customer Device, network or facility failure;

(ii) Customer Device, network or facility upgrade, modification, repair or relocation;

(iii) Force majeure events, defined as any event beyond our control including, but not limited to, an act of God, insurrection or civil disorder, war or military operations, national or local emergency, a serious and sustained power outage or severe Internet disruption, flood, subsidence, or weather conditions of exceptional severity;

(iv) Customer Device, network or facility shortage;

(v) Any impediment to usage of the Service caused by any third party;

(vi) Any act or omission by you or any person using the Service; or act or omission by you or any person in compliance with this Agreement. We will not be liable for any loss you may incur as a result of someone using your Customer Device, SIM Card, PINs or passwords, with, or without, your knowledge;

(vii) A failure of or defect in any Customer Device; or

(viii) Any other cause that is beyond our control.

13.9 You agree to take responsibility for, and agree to indemnify us completely in respect of, all liabilities, claims and losses incurred by you or us which are in any way connected with your use or misuse of the Services or failure to prevent misuse of the Services by others, or any other breach by you of your obligations under this Agreement. Any misuse by you of the Services or other breach of your obligations under this Agreement will entitle us to suspend the provision of the Services or terminate this Agreement at our discretion. We also reserve the right to take necessary action to protect the Network and our interests and to notify the Commission for Communications Regulations (ComReg) and other relevant authorities where any security incidents or threats or issues arise in connection with the Service or your use of same. If you do not follow any these instructions we provide you we may either suspend or terminate the Services in accordance with Section 11.1.

#### **14. Changing the Terms and Conditions**

14.1 We retain the right to amend, modify or substitute these Terms and Conditions at any time and we will notify you in writing 30 days in advance of doing so. Any such modification, amendment or substitution shall also be posted on our website at [www.virginmedia.ie](http://www.virginmedia.ie). If you do not object to the modification, amendment or substitution by giving notice to us within 30 days, the new Terms and Conditions shall then become applicable to you.

#### **15. Miscellaneous**

15.1 This Agreement is made solely and specifically between and for the benefit of the parties and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Agreement as a party to it, and neither party can declare itself a trustee of the rights under it for the benefit of any third party. The terms of this Agreement will apply jointly and severally to all those agreeing to take Services under this Agreement.

15.2 A reference in this Agreement to a statutory provision will, unless expressly provided otherwise, be interpreted as a reference to such provision as amended or re-enacted. In this Agreement unless the context otherwise requires words in the singular include the plural and vice versa; and words importing any gender include all genders.

15.3 This Agreement represents the entire understanding between you and us in relation to the subject matter herein and supersedes all other agreements or representations made by you or us, whether oral or written.

15.4 Title, ownership rights and intellectual property rights in and to the content accessed using the Services is the property of the applicable content owner and may be protected by applicable copyright or other law. This Agreement gives you no rights to such content.

17.5 No waiver by us of any default that you commit under this Agreement shall operate or be construed as a waiver by us of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by us to you shall in any way releases, discharge or otherwise affect your liability under this Agreement.

15.6 If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable for any reason, it shall be severed and the rest of the provisions in this Agreement shall continue as if the Agreement had commenced without that provision or part of that provision.

15.7 Unless otherwise specifically agreed by us, you shall be eligible to benefit only from one promotional offer or discount applicable to the Services. Nothing in this Clause shall imply the existence of your right to any promotional offer or discount.

15.8 This Agreement is subject to the laws of the Republic of Ireland.

Unless otherwise detailed in this Agreement, notices given under this Agreement should be delivered by hand or by prepaid first class post or electronic mail either:-

(i) to us: at the address on this Agreement or on the last invoice or to an alternative address notified to you;

(ii) to you: at the address in this Agreement or to an alternative address notified to us or by SMS to your Mobile Number.

15.9 This Agreement is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent. For business reasons we have the right to assign this Agreement together with any associated rights at any time to any company or person.

#### **Definitions.**

**"Acceptable Usage Policy"** means any usage policy we issue from time to time in relation to the Services;

**"Account"** means the Subscriber account record held by Virgin Media Business.

**"Additional Services"** means optional Services (for example Roaming, access to Services charged at premium rates which are chargeable at the rates set out in our Price List.

**"Address"** means your business or trading address in the Republic of Ireland.

**"Age Restricted Services"** means any Services that are specified for use by customers of a specified age (usually 18) or over.

**"Agreement"** means the contract between you and us comprising your online order form or your retail or telesales order, the terms and conditions of your particular package, the details in our Price Plan that apply to your Account and these terms and conditions; Additional terms may apply to Additional Services or any promotional or special offers.

**"Charges"** means charges to be paid by you for the Services calculated according to the prices and rates set out in our Price Lists or otherwise notified to you and may cover (without limitation) call and usage charges, fixed periodic charges (if applicable), all reasonable administration charges, and any costs incurred in collecting outstanding payments from you.

**"Content"** means information, images and sounds, communications, software or any other material contained or made available through the Services.

**"Competent Authority"** means the Commission for Communications Regulation ([www.comreg.ie](http://www.comreg.ie)) or any successor thereof or any other competent Government department or regulatory body including without limitation any emergency services organisation.

**"Customer Device"** means any apparatus or device provided and used by you in order to use the Services.

**"Data Services"** means the service provided to you by us to enable you to gain access to the Internet and certain data services.

**"EU"** means the member states of the European Union as amended from time to time;

**"Group Company"** means any holding company or subsidiary of Virgin Media Business, and any subsidiary of any such holding company, from time to time.

**"IMEI"**: means International Mobile Equipment Identity, usually abbreviated to IMEI, which stands for the (Usually 15-digit) number that identifies a mobile device.

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

**"Licence"** means any licence or authorization required by law and granted to us to provide the Services by the Commission for Communications Regulation ([www.comreg.ie](http://www.comreg.ie)) or any successor thereof and includes any amendments or modifications made thereto from time to time.

**"Messaging Services"** means the voicemail storage and retrieval service and/or any other type of message storage and retrieval service that we may offer from time to time.

**"MMS"** means Multimedia Messaging Service, a communications technology that allows the exchange of multimedia communications between capable mobile phones.

**"Mobile Subscription"** means your chosen subscription for the Services, which may form part of a Package provided by Virgin Media Business.

**"Mobile Connection"** means the connection to the mobile network provided by Virgin Media Business

**"Mobile Number"** means the ten-digit number that identifies you and that gives you access to the Service.

**"Mobile Products"** means any non-Device goods, such as installation kits for vehicles and other accessories.

**"Network"** means the telecommunication systems and the technical components run by us or any associated company (as principal or agent) for the provision of mobile services under the terms of the Licences;

**"Operator"** means any person to whom a License is granted.

**"Operator's Network"** means a telecommunication systems run by an Operator, other than our Network;

**"Package"** means any package of services selected by you from our mobile telephony, home telephone, Internet and TV services or any replacement or variation (whether under the same name or any other name).

**"Person"** shall include any person, partnership, firm, company or organisation.

**"PIN"** means your Personal Identification Number that allows you to use your SIM Card.

**"Porting"** means the transfer process that allows you to bring your existing Mobile Number to your new Mobile Subscription.

**"Premium Rate Services"** means any services that are listed as Premium in our Price List.

**"Price List"** means the material published and updated by us from time to time, including but not limited to in advertisements, on our websites or in other documentation provided to you, which includes the prices, charges and rates for the Services we offer including the usage rates for the Services.

**"PUK"** means your Personal Unlocking Code.

**"Roaming"** means the Additional Service that allows you to access the Services on a network belonging to another operator, usually in a foreign country.

**"Services"** means the mobile telecommunications service Virgin Media provides through the use of the SIM Card for telephony, voice telephony, Digital Telephony, sending, receiving and delivering mobile data, voice and SMS traffic, except Wi-Fi Spots, which may include Additional Services and Messaging Services where we have agreed to provide same to you, provided to you under this Agreement whether directly from the Network or indirectly by means of an Operator's Network linked to the Network;

**"SIM Card"** means Subscriber Identity Module, a removable card or module which is used in network authentication procedures and contains the international mobile subscriber identity (IMSI) number and other subscriber data, any associated information and intellectual property, which allows access to the Network and which enables the Network to identify the Subscriber.

**"SMS"**- means Short Message Services. For billing purposes, one SMS shall consist of up to 160 characters.

**"Software Applications"** means any software applications and programs downloaded by subscribers to their Customer Devices.

**"Subscriber"** means any person who is/are added to the Account and who receives the Services.

**"Territory"** means the Republic of Ireland

**"Us"** or **"We"** means the company named in our agreement with you.

**"You"** means the Virgin Media Business Customer(s) we make this agreement with and includes a person who we reasonably believe is acting with your authority or knowledge.

## **VIRGIN MEDIA BUSINESS - DEVICES AGREEMENT – Version 10<sup>th</sup> May 2018**

### **TERMS & CONDITIONS**

#### **Terms and Conditions**

##### **1. These terms and conditions are entered into between:**

- You ("you");
- Virgin Media Ireland Limited (as the supplier of your Device/s under these terms and conditions) ("Virgin Media Business")

##### **2. The purpose of these terms and conditions**

Your Device/s is supplied to you by Virgin Media Business and is governed by these terms and conditions.

##### **3. Definitions**

These terms and conditions contain various words which have a certain meaning as set out below:

"**Agreement**" means this contract between You and Virgin Media Business under which you agree to purchase the Device/s through an Instalment method of payment;

"**Device/s**" means the mobile phone, handset and tablet (where applicable) Virgin Media Business sells you under these terms and conditions or a handset and tablet (where applicable) of a similar value (as reasonably determined by Virgin Media Business) and which you purchase through Instalments under this Agreement. A maximum number of 50 Devices are authorised per Agreement. For the avoidance of doubt the "Services" (as defined below) are not included within the meaning of "Device/s".

"**Instalments**" means the repayments you are required to make under this Agreement. The number of Instalments may vary.

"**Minimum Term**" means the agreed minimum duration of your Agreement with Virgin Media Business.

"**SIM Only Contract**" means the terms and conditions of service entered into between you and Virgin Mobile and under which Virgin Media Business provides you with the Services.

"**Services**" means the mobile telephone services (including any additional services and messaging services) provided to you by Virgin Media Business under a SIM only Contract. For the avoidance of doubt "Device/s" (as defined above) are not included within the meaning of "Services".

"**We**", "**us**" and "**our**" means Virgin Media Ireland Limited with a registered address at Building P2, Eastpoint Business Park, Clontarf, Dublin 3 unless indicated otherwise in these terms and conditions.

##### **4. The duration of this Agreement**

**4.1 Start date:** This Agreement is made on the date on which you confirm acceptance of the terms and conditions of this Agreement, or receipt of delivery of your Device, whichever is the earlier.

**4.2 Duration:** Unless terminated earlier in accordance with the terms of this Agreement the minimum duration of this Agreement is 12 months from the date upon which the first of the 12 Instalments is to be paid unless otherwise stated in documentation we provide you or in your order. If you agree an 18 month contract then there shall be 18 instalments, 24 instalments for a 24 month contract and so on.

##### **5. Making payments**

**5.1 Advance Payment:** you may be required to make an advance payment for the Device/s under this Agreement (the "Advance Payment").

**5.2 Instalments under this Agreement:** you must make equal Instalments and a final Instalment to cover any outstanding amount under this Agreement, as outlined in your Schedule (see clause 5.3 below). The first Instalment will be payable on the date set by Virgin Media Business.

**5.3 Your payments schedule (the "Schedule"):** a Schedule detailing the amounts due for payment under this Agreement will be available online by registering and logging into your account on your Business Mobile Admin Portal.

**5.4 Payment in full:** you must pay the amounts shown on the Schedule within 14 days of the dates shown by direct debit from a suitable bank account. If you do not pay the outstanding amounts in full and on time Virgin Media Business may block your use of the Services under your SIM only Contract and we may terminate this Agreement and your SIM only Contract by giving you the required statutory default notice in writing. Please let Virgin Media Business know as soon as possible if you think there is a mistake in your Schedule so that Virgin Media Business can check this.

**5.5 Late payment:** If you do not make your payments on time we may withdraw any discount we may have given to you for payment in advance or for any other reason.

**5.6 Other Charges:** In respect of the Services (but excluding the Device(s)), we may charge you for the following, in advance or otherwise, where applicable, including but not limited to: usage charges, cancellation charges, paper bill fee, itemisation fee and other miscellaneous Charges. If you want to change any of the Services agreed to, we may charge you a reasonable administration fee. Any such fees will appear on our website or in the other documentation that we provide to you. To the extent permissible by law, we may charge you a fee for not using a particular payment method or provide you with a discount for using a particular payment method.

##### **6. Your Device/s**

**6.1 Implied terms:** This Agreement does not affect or exclude any term implied by law unless expressly stated. The legal title in the Device/s, including the risk of damage to or loss of the Device/s passes to you at the time the Device/s is delivered to you (subject to payment).

**6.2 Device/s warranty:** Your Device/s will be covered by a warranty provided by the manufacturer. Please see your manufacturer's warranty for more information. To the extent that repairs that are not covered by a manufacturer's warranty are performed by Virgin Media Business or an authorised repair partner on your Device/s, you shall compensate Virgin Media Business for any costs incurred in carrying out such repairs.

##### **7. Returns and Withdrawal rights**

**7.1 Returning Devices** You will be responsible for any damage and reduced value of the Device as a result of your opening, testing or using the Device.

**7.2 Withdrawal rights:** You may cancel this Agreement at any time with 30 days prior notice in writing for any reason subject to payment of all outstanding Instalments and Charges (if applicable) in respect of the Services and Devices and your Agreement.

##### **8. Your right to end this Agreement**

**8.1** You can end this Agreement early by exercising your right to discharge all of the outstanding instalments under this Agreement.

##### **9. Virgin Media Business's right to suspend or end this Agreement**

**9.1** As well as the consequences for you if you miss payments under this Agreement, Virgin Media Business may suspend or end this Agreement and require you to discharge any charges which are due, by giving any required statutory default notice in writing, if you:

- a) fail to pay any Instalments, fees, charges or other amounts due under this Agreement and/or any amounts due under your SIM only Contract on the dates they are due;
- b) breach this Agreement or your SIM only Contract in any other material way;
- c) (in the case of a breach which can be remedied) you do not remedy a breach under (a) – (b) above within the period specified in a default or similar notice we send you; or
- d) become bankrupt or unable to pay your debts or if an interim order in bankruptcy is presented or made, or you become apparently insolvent, have a proposal for a voluntary arrangement made in relation to you;
- e) die; or
- f) are convicted of an offence involving dishonesty.

**10. What happens if this Agreement is terminated:** you should be aware that if you terminate this, your SIM only Contract will not be automatically terminated and will remain in full force and effect. You will be required to discharge any Instalments, fees, charges due under this Agreement in full without delay and, in any event, no later than 30 days after you give Virgin Media Business notice in accordance with this Agreement. If you terminate this Agreement, you must pay all outstanding Instalments on your Device/s in full.

**11. What happens if your SIM only Contract is terminated:** you will not be able to use the Services and will be required to pay Virgin Media Business all unpaid call and other usage and administration charges in accordance with your SIM only Contract. Virgin Media Business will also treat that as notice from you to terminate this Device Agreement and will have the right to require you to pay all outstanding Instalments under this Agreement immediately in full without delay, in any event, no later than 30 days after you gave Virgin Media Business notice to end your SIM only Contract. Virgin Media Business will give you notice of our intention to do this. In the event that Virgin Media Business is unable to perform its obligations under the SIM only Contract for any reason, such non-performance will not give you the right to terminate or modify this Agreement and will remain in full force and effect.

## **12. Changes to this Agreement**

VM may change this Agreement at any time for security, legal or regulatory reasons. Virgin Media Business will notify you at least one month in advance of any change coming into effect.

## **13. Liability**

**13.1** In performing any obligation under this Agreement our only duty is to exercise the reasonable skill and care of a competent provider of telecommunications and television services.

**13.2 Exclusions:** we exclude all liability to you in any way for:

- (a) any losses where we are not at fault;
- (b) any loss of income, business or profits; or
- (c) any losses or damages which were not reasonably foreseeable when we entered into this Agreement

**13.3** Nothing in this Agreement removes or limits our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentations we make.

**13.4 Things beyond our control:** we will not be liable to you if we are unable to perform any of our obligations under this Agreement because of something beyond our control. Such factors may include, but will not be limited to, acts of God, industrial action, war, terrorist act, governmental action, any act or decision made by court of competent jurisdiction, or delay, default or failure by a third party supplier or network operator.

## **14. Your details and how we look after them.**

**14.1 How we use your data:** we may use and share your information, information relating to your Agreement and other information about you available to us (a) to identify you and consider your application for credit scoring, (b) to help us make informed business decisions, (c) to inform you about Virgin group products and services and (d) with any person within or outside of the European Economic Area to whom we (or our successors) transfer all or part of or an interest in respect of any of our rights or responsibilities under this Agreement. This could also involve the transfer of your information to a debt collection agency (see clause 5.6 above). We will otherwise never pass your information to anyone else outside of the Virgin group, except where we have your permission, where we are required or permitted to do so by law, to other companies who provide a service to us and any successors in title to our business.

**14.2 Recording:** We may monitor and record calls made to or by Virgin Media Business for monitoring and training purposes to and improve the services we offer. If your order is made through telesales this will be kept as a record of acceptance of the Agreement terms and conditions

**14.3 Credit check:** Virgin Media Business reserves the right to refuse to sell the Services to you if you do not pass our mobile credit scoring even if you are already an existing customer. We may carry out credit checks where necessary to help us confirm your identity and decide whether to accept your application. Based on the above, Virgin Media Business reserves the right to restrict the level of Devices we provide to you and only allow certain methods of payment. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account.

**14.4 Fraud protection:** if false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

**14.5 Insurance administrators:** if you have taken mobile insurance to cover your Device/s from Virgin Media Business, you give Virgin Mobile consent to provide your personal information to the policy administrators. Please refer to your insurance policy documents for full details on how they will use your data. Where you have received a replacement Device/s of any make or model through any insurance claim, you must inform Virgin Mobile within 14 days of receipt of your replacement Device/s.

**14.6 Marketing consent:** we may also, subject to your consent, use personal information obtained through the course of this Agreement to contact you with information about special offers and rewards (this may include special offers of other carefully selected companies). We may also disclose your personal information to other Virgin group companies so that they can contact you with information about their products and services where you have given us consent to do so. But don't worry, we won't share your details with companies outside the Virgin group for marketing purposes without your consent.

## **15. Disputes, Queries & Contacts**

**15.1** If you have a query or complaint that you would like to discuss, you can contact Customer Care by calling Virgin Media Business Customer Care 1800 923 003, by writing to us at Virgin Media Business, P2 East Point Business Park, Dublin 3 or by emailing us via the Business customer care section of our website at [www.virginmedia.ie](http://www.virginmedia.ie). We will investigate any complaint in accordance with our complaints policy and will contact you with the result. We will always try to resolve your query as quickly as possible.

## **16. General**

**16.1 Change of your details:** you must let us know straight away if you change your home address, email address or other contact details or if any information you have previously provided to us, including your direct debit payment details have changed by contacting our team on Virgin Media Business Customer Care 1800 923 003

**16.2 Notices:** where Virgin Media Business are required to provide you with statutory notices in paper form, Virgin Media Business will do so by sending such notices to your address as shown in this Agreement or such other address as you have notified to Virgin Media Business as being the address of your principal residence.

**16.3 Electronic communications:** except where the law requires otherwise, you agree that we may communicate with you and send you documents to your email address and via an online electronic system, which you can access online using a password and instructions provided to you by us. You must keep your password secure and inform us immediately if you suspect, or become aware, that your password has been lost or become known to a third party.

**16.4 Assignment:** this Agreement is personal to you and you may not transfer it or any of your rights and responsibilities under it without Virgin Media Business's written consent. Virgin Media Business may transfer any of our rights and responsibilities without your permission.

**16.5 No waiver:** if you breach this Agreement and we do not take action against you in connection with that breach at the time, this does not prevent us from taking action against you in the future.

**16.6 Enforceability:** if any term of this Agreement is found to be unenforceable, it will not affect the enforceability of any of the other terms.

**16.7 No third party rights:** this Agreement does not confer any benefit on any third parties

**16.8 Law:** this Agreement is governed by Irish law and is subject to the exclusive jurisdiction of the courts of Ireland.