

***eircom net* TERMS AND CONDITIONS  
FOR**

**DIAL-UP INTERNET SERVICES**

**Applicable to *eircom net* flat rate 25, *eircom net* flat rate 60,**

***eircom net* anytime, *eircom net* Pay As You Go and *eircom net* Subscription**

***eircom Limited*** trading as ***eircom net*** (***eircom net***) hereby agrees to provide the Customer with the Services and Facilities described in clause 1 hereof, subject to the Terms and Conditions of this Agreement and ***eircom net***'s Acceptable Usage Policy.

**1.THE SERVICES**

1.1 Dial-Up Internet Services providing access to the Internet, web space and a number of internet content services including, inter alia, ***eircom net***'s web mail service. For commercial, technical and operational reasons ***eircom net*** reserves the right to change aspects of its Services at any time. This includes but is not limited to access codes and telephone codes.

1.2 Access to ***eircom net***'s Technical Support Desk at the rates and in the manner specified for that Service online at the ***eircom net*** website

1.3 There are no defined service quality levels for ***eircom*** Dial Up Internet services.

**2. RESPONSIBILITIES OF THE CUSTOMER**

2.1 The Customer is responsible for obtaining, installing and maintaining suitable telecommunications lines and services and equipment necessary to access the Service and for providing ***eircom net*** with details of its agreement with its Telephone Service Provider including, inter alia, telephone exchange line number and telephone account number.

2.2 As part of the sign-up process for Flat Rate Services, the Customer agrees that the information provided by the Customer pursuant to clause 2.1 may be validated by ***eircom net*** against the Customer's Telephone Service Providers records. Access to the Services is contingent upon the Telephone Service Provider agreeing to bill and charge for the Services on the telephone account issued to the Customer by such Telephone Service Provider and agreeing to collect the charges for the Services on behalf of ***eircom net***.

2.3 The Customer is responsible for ensuring that the correct Dial-Up Number is used for the Service.

**3.CHARGES AND PAYMENT**

3.1 The charges payable for the Services are as set out on the ***eircom net*** website. ***eircom net*** may supplement, alter or vary the charges on giving to the Customer at least twenty one (21) days prior notice in writing.

3.2 All charges relating to Dial-Up Internet Services, except the ***eircom net*** Subscription are billed on the Customer's Telephone Service Providers account. Bills for the Services are issued in the manner and at such times as bills for telecommunications services provided by the Telephone Service Provider to the Customer are billed and the Customer agrees to be bound by the Telephone Service Providers Credit Control policies and procedures.

3.3 ***eircom net*** Subscription is billed, in the manner and at such intervals as determined by ***eircom net***. The Customer acknowledges and accepts that it is subject to the credit control and payment policies of ***eircom net*** and that ***eircom net*** may require an advance payment, deposit or guarantee as security for future payment of the ***eircom net*** Subscription Service.

3.4 Access to the Services by the Customer during an Opt-Out Period, where the Service is subsequently cancelled by the Customer will be charged on a per-second call basis at the prevailing ***eircom net*** Pay As You Go call rates.

3.5 A Flat Rate Customer who exceeds their Allocated time in a Billing Period will be billed on a per-second call basis at the prevailing ***eircom net*** Pay As You Go call rates.

3.6 Any Flat Rate call which uses up and exceeds the Customer's Allocated time will be split into separate Allocated Time and Excess Time calls for charging purposes.

3.7 Any call that begins in Peak and ends in Off Peak, or begins in Off Peak and ends in Peak, will be split into separate Peak and Off Peak calls for charging purposes.

3.8 Charges for the Services become due on the date the ***eircom net*** Subscription Service, ***eircom net*** anytime, ***eircom net*** flat rate 60 or ***eircom net*** flat rate 25 is activated and available for use by the Customer or in the case of ***eircom net*** Pay As You Go when the Customer first begins to use the Service.

3.9 Customers migrating from one Flat Rate Service to another will be billed for use of the Services as if the migration had taken place on the first day of the Billing Period during which the migration took place irrespective of the actual date on which the migration took place and such Customers shall be entitled to the full Allocated time of the Flat Rate Service to which they have migrated.

3.10 Where the Customer's Telephone Service Provider refuses to bill the Customer for Flat Rate services on its telephone service account, the Customer will be charged on per-second basis at ***eircom net*** Pay As You Go call rates for any time the Services are accessed using the Flat Rate Dial-Up Number.

3.11 There is no defined contract period for the use of dial-up services.

**4. USE OF FLAT RATE**

4.1 Flat Rate Services are not designed as "Always on" services. *eircom net* reserves the right to suspend or terminate or impose limits on a Customer's Service if *eircom net* reasonably believes the Customer to be using the Service in a manner which unduly impinges on the ability of other users to use the Service.

4.2 Flat Rate customers will be automatically disconnected after 20 minutes of Idle time. After disconnection Customers may reconnect to the Services.

4.3 Unused Allocated time cannot be carried over to the next or any subsequent Billing Period.

4.4 Use of equipment or software that automatically redials a connection to the Flat Rate Services is prohibited. If after investigation *eircom net* is of the reasonably held opinion that a Customer is using such equipment it may suspend or terminate a Customer's Service.

4.5 *eircom net* reserves the right to restrict Flat Rate Customers to 12 hours use of the Services in any 24 hour period.

4.6 *eircom net* reserves the right to disconnect Flat Rate Customers after 2 hours continuous use of the Services. Once disconnected the Customer may reconnect to the Services.

## **5. DIAL-UP INTERNET SERVICES**

5.1 The Customer will use the Service in accordance with the precepts of public morality and all applicable law, including data privacy laws, communications regulations and tariffs, and standard conditions of use established by *eircom net* from time to time and contained in *eircom net's* Acceptable Usage Policy in place for the time being. In particular, the Customer will not use the Service to export or re-export any defamatory, racist, pornographic or immoral material or any material in violation of any applicable export control laws and regulations. *eircom net* reserves the right to terminate the Customer's Service or take such other actions as it reasonably believes to be necessary to ensure the Customer complies with the law and *eircom net's* conditions of use.

5.2 The Customer agrees to indemnify and hold *eircom net*, its employees and agents harmless against any liability, cost or damages suffered by it and arising directly or indirectly from any act or omission of the Customer in breach of clause 5.1.

5.3 The Customer will not resell the Service to third parties without *eircom net's* written consent. The Customer agrees to indemnify and hold *eircom net*, its employees and agents harmless against any liability, costs or damages arising out of claims or suits by third parties who have received the right to access the Service from the Customer.

5.4 The Customer will use any access codes, details, customer/user identities, passwords, account formula or similar material (the "Customer Details") assigned to it only from the locations authorised for use of those Customer Details. The Customer is responsible for the safe custody of Customer Details. In the event of use of the Services from unauthorised locations or by unauthorised persons, the Customer will pay the standard charges applicable to such use. Customer Details issued to the Customer may not be divulged to any unauthorised person or assigned without the prior written approval of *eircom net*.

5.5 If *eircom net* provides the Customer with an IP address or addresses for use with the Service the Customer will accept and observe all directions or instructions given by *eircom net* from time to time concerning the use of those IP addresses. The Customer acknowledges and accepts that all rights concerning these IP addresses belong to *eircom net* and if this agreement is terminated for any reason these IP addresses will revert back to *eircom net*. The Customer will not sell or transfer them to any third party.

5.6 The amount of web-space that the Customer is entitled to with each *eircom net* Dial-Up Internet Service is outlined on the *eircom net* website. The Customer agrees to use this space in accordance with *eircom net's* Acceptable Usage Policy. This web space is provided for personal use only. *eircom net* reserves the right to vary the amount of web space provided to a Customer with the Services.

5.7 If the Customer has an ISDN or PSTN line, it is solely responsible for the correct configuration of any equipment or device used with that line to access the Service, and is liable for any and all charges that result from the use of the ISDN or PSTN line to access the Service. *eircom net* may, without in any way being obliged to do so, assist the Customer with the configuration of this equipment or device, however all call charges incurred in the use of the Service remain the sole responsibility of the Customer. Use of dual channel ISDN with *eircom net* Pay As You Go or *eircom net* Subscription Services can result in double call charges. Use of dual channel ISDN with a Flat Rate Service may double the speed in which Allocated Time is used, and may result in double call charges for Excess Time. The Customer acknowledges that these facts have been brought to its attention and that it is solely responsible for all Call Charges incurred by it in accessing the Service.

5.8 During the registration process for any of the *eircom net* Dial-Up Internet Services, *eircom net* shall send a file to the Customer's computer to configure the Customer's computer with the correct settings and Dial-Up number. The Customer acknowledges and agrees that this file will change the Customer's default Internet settings to those of *eircom net*.

5.9 It is not possible for Customers to access Flat Rate Services from outside the Republic of Ireland regardless of the method of access used. It is not possible for Customers to access Flat Rate Services from within the Republic of Ireland by:

- (i) using the Services of a Telephone Service Provider who does not have appropriate Interconnect facilities in place which allow for access to such Flat Rate Services;
- (ii) using a mobile telephone;
- (iii) using a chargecard.

5.10 The *eircom net* Pay As You Go Service cannot be used from outside the Republic of Ireland. The *eircom net* Pay As You Go Service may be accessed from a mobile phone within the Republic of Ireland, provided that the Customer's mobile service provider has an appropriate interconnect agreement in place with *eircom net* or with *eircom*. Mobile call rates apply to such access.

5.11 The *eircom net* Subscription Service may be accessed from outside the Republic of Ireland or from a mobile phone, provided that a Customer's mobile service provider or the foreign Telephone Service Provider has an appropriate interconnect agreement in place which allows access to the Service. Mobile and/or international call rates apply to such access.

5.12 For dual channel ISDN access on Flat Rate Services both channels must present the "A" number. If the Customer's access equipment has been configured to send both the "A" and "B" number then the Customer may not be able to access their Service using both channels.

5.13 Flat Rate Services can only be accessed from the telephone number specified during sign-up. Only one Flat Rate account can be set-up per phone line.

5.14 Customers using one of *eircom net*'s Dial-Up Internet Services automatically make their Caller Line Identification (CLI) available when accessing the Service. If a Customer's telephone number is ex-directory, *eircom net* may temporarily (and only for the duration of the internet call) enable Caller Line Identification, to allow the Customer to access the Service. This number will not be identified to any other third party and will be identified only for the purposes of preventing fraudulent use of the Service.

5.15 *eircom net* reserves the right to deny access to any of *eircom net*'s Dial-Up Internet Services if the telephone Caller Line Identification is blocked.

## **6. SECURITY AND CONFIDENTIALITY**

6.1 The Customer acknowledges that *eircom net*'s employees and representatives may gain access to the Customer's data in the course of providing the Services to the Customer. *eircom net* will protect from unauthorised disclosure or access the Customer data in its possession to which its employees or representatives gain access by using the same degree of care that *eircom net* takes to protect its own data of a similar nature. However, this obligation will not apply to the Customer data which is or becomes publicly available without fault on the part of *eircom net*, is already in *eircom net*'s possession prior to the time *eircom net* gains access to the data under this Agreement, is independently developed by *eircom net*, or is rightfully obtained from third parties, without breach of confidentiality.

6.2 Each party shall treat as confidential all information obtained from the other pursuant to this Agreement and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other parties prior written consent, provided however that this clause shall not extend to information rightfully in the possession of such party prior to entering into this Agreement, which is already public knowledge or will become so at a future date (otherwise that as a result of a breach of this clause) or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this clause. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

6.3 The security and confidentiality obligations of *eircom net* under this Clause are subject to the provisions of the Data Protection Act, 1988 - 2003 and all applicable law.

## **7. WARRANTIES**

7.1 The Service is provided on an "as is" basis and all conditions and warranties expressed or implied whether by statute or common law or otherwise are hereby excluded to the fullest extent permitted by law.

7.2 *eircom net* does not warrant that the Service will meet the Customer's requirements or that the operation of the Service will be uninterrupted or error-free or that any defect in the Service can or will be remedied. In particular, *eircom net* makes no warranties or representation to the extent that the operation of the Service is dependent on third party service providers and *eircom net* shall have no liability in respect of defects, interruptions or malfunctions in the Service, which are attributable to such third party service providers.

7.3 The Customer assumes the responsibility of taking adequate precautions against damage to its operation, which could be caused by defects, interruptions or malfunctions in the Service.

7.4 In respect of information provided by information providers to which access has been gained by the Customer using the Service, the Customer acknowledges that *eircom net* does not warrant or guarantee:

7.4.1 The accuracy, completeness, performance, quality, suitability or usefulness of such information; or

7.4.2 That such information will be free of infection by viruses, worms, Trojan horses or anything else manifesting contaminating or destructive properties; or

7.4.3 That such information will not contain adult-oriented material, or material which some individuals may deem objectionable.

7.5 The Customer assumes the risk of using information accessed by way of the Service and shall isolate information, execute anti-contamination software and otherwise take steps to ensure that information, if contaminated or infected, will not damage the Customer's information or systems.

7.6 *eircom net* has no responsibility for any information, software, services or other materials obtained by the Customer using the Service.

7.7 *eircom net* reserves the right to suspend the availability of the Service to carry-out routine maintenance and other adjustments to the Service as it shall deem necessary from time to time and *eircom net* shall make no reduction in its charges for the resulting unavailability of the Service. *eircom net* shall use its reasonable endeavours to ensure that all such suspensions shall be notified in advance and, insofar as possible, shall take place at such times that will cause the least disruption to the Customer.

7.8 *eircom net* has no responsibility for or control over the performance or the security of the Internet.

## **8. LIMITATION OF LIABILITY**

In performing any obligations under this Agreement, *eircom net* 's duty is only to:

- (a) exercise the reasonable care and skill of a competent internet service provider;
- (b) *eircom net* does not exclude or restrict any liability for death or personal injury resulting from *eircom net*'s negligence;
- (c) save as is expressly provided for in this Agreement, *eircom net* shall have no liability to the Customer in respect of this Agreement whether in contract, tort or otherwise and all conditions and warranties expressed or implied whether by statute or common law are hereby expressly excluded to the extent permitted by applicable law.
- (d) *eircom net* will not be liable to the Customer for special, indirect, incidental or consequential damages (even if *eircom net* had been advised of the possibility of such damages) including, but not limited to loss of profits or savings, loss of or, use of services, cost of capital, cost of substitute services or facilities, downtime costs or damages and expenses arising out of third party claims. The Customer shall indemnify *eircom net* against all claims made against *eircom net*, its employees or agents, for loss, damage or injury to any person or property occasioned by or arising from the Customer's operation or use of the Services except and insofar as *eircom net*, its employees or agents, are directly liable therefor.

## **9. TERM AND TERMINATION**

9.1 The Agreement shall be deemed to have commenced when the Customer:

- (a) signs-up for the Service on the *eircom net* Auto-registration system, which can be accessed either through an *eircom net* CD or on-line at [www.eircom.net](http://www.eircom.net), or uses the Service or, uses the Service when any "opt out" period that may apply has expired;
- (b) and it shall remain in full force and effect until terminated

9.2.1 This Agreement may be terminated by *eircom net* in the event of:

- (a) the Customer being in arrears for a period of twenty one (21) days after any payment to be made hereunder has become due; or
- (b) the Customer committing a breach of any of the terms of this Agreement or *eircom net*'s Acceptable Usage Policy.
- (c) the Customer's Telephone Service Provider being unwilling or unable to bill the Customer for Flat Rate Services on bills issued by it for telephone services. This includes, inter alia, any instance where the Customer's Telephone Service Provider terminates or changes the Customer's account number used for billing purposes. Customers whose account number has changed may re-apply to avail of a Flat Rate Service.

9.2.2 *eircom net* reserves the right to terminate this Agreement if:

- (a) any Information provided by the Customer to allow provision of the Services to the Customer is untrue, inaccurate, out-of-date or incomplete. This includes information required by *eircom net* for use of its Customer Contact Policy. The Customer must inform *eircom net* if any of this information changes;
- (b) obliged to do so by an order, instruction or request by a Government or Regulatory body, emergency service organisation or any other competent body with whose order or instruction *eircom net* is obliged to comply;
- (c) a Customer uses the Services to create, host or transmit offensive or obscene material, or engage in activities, which would cause offence to others on the grounds of race, creed or sex;
- (d) a Customer uses the service in a way that in the reasonable opinion of *eircom net* causes or is likely to cause annoyance to others.

9.3 On termination of this agreement for Flat Rate Services, for this last Billing Period, the customer will only be charged for the period in which they were registered as a user of the Flat Rate (1893) service.

9.4 If any charge payable under this Agreement and directly billed by *eircom net* is in arrears for 21 days after the date on which it is due, *eircom net* without prejudice to any other rights or remedy may charge interest upon such sum at a rate equal to the 'A' rate for overdrafts charged for the time being by Allied Irish Banks calculated from the

due date until the date of payment

9.5 *eircom net*'s Subscription Service shall remain liable to pay all Charges incurred for the Service up to the date of termination of the notice referred to in clause 9.8.

9.6 If a Customer wishes to terminate a Service other than *eircom net* Pay As You Go, *eircom net* reserves the right to require written confirmation, in the form of a letter, fax or email from the Customer. If the Customer is a business, it must provide written confirmation of termination on company or business headed paper signed by an authorised individual.

9.7 If a Customer is offered an "opt out period" by *eircom net* during registration, the Customer must revert within seven days of the Service confirmation being sent, in the manner required, in order to cancel the Service.

9.8 *eircom net* Subscription Service customers may terminate this Agreement with *eircom net* by serving thirty (30) days prior notice in writing to *eircom net*. *eircom net* Pay As You Go Customers may terminate their service by discontinuing use. Customers are liable for all call charges up to the date of termination. Customers who terminate prior to the end of an *eircom net* Subscription billing cycle are liable for all charges up to the end of that billing cycle.

## **10. Force Majeure**

Except for failure to make payments when due, neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of the unavailability of third party communication facilities or energy sources, acts of God, acts of the other party, acts of governmental authority, fires, strikes, delays in transportation, riots or war, or any cause beyond the reasonable control of that party. If any such event prevents the Customer from accessing the Service and continues for more than one (1) month, the Customer may terminate the Service upon delivery of notice to *eircom net*.

## **11. CONTACT POLICY**

11.1 All notices served on the Customer pursuant to *eircom net* Customer Contact Policy may, at the discretion of *eircom net* be addressed to the Customer by email or by facsimile, by post or by hand or any other appropriate method.

11.2 All notices served by email will be sent to the customer's *eircom net* email address and may, at the discretion of *eircom net*, also be sent to any email address nominated by the Customer. The Customer acknowledges that an email, sent to its *eircom net* email address, regardless of whether or not such notice has also been served on any other email address, constitutes a valid service of notices for the purposes of clause 12 hereof.

11.3 *eircom net* reserves the right to contact the Customer by use of the telephone number identified by use of the CLI (Caller Line Identification Number) presented to *eircom net* when the Customer is accessing the Services.

11.4 The Customer agrees to accept *eircom net*'s Customer Contact Policy.

## **12. NOTICES**

Notices given or rendered by *eircom net* to the Customer or by the Customer to *eircom net* hereunder shall be delivered by hand, by prepaid post, by facsimile or, by email to such address as may be notified to *eircom net* by the Customer and, in the case of *eircom net* to:

*eircom net*

Unit B

Eastpoint Business Park

Fairview

Dublin 3

Email: [eircomnetcontracts@eircom.net](mailto:eircomnetcontracts@eircom.net)

Such notices shall be deemed to have been served:

(a) at the time delivery, if delivered personally, 48-hours after posting (in the case of an address in Ireland and 96-hours after posting for another other address)

(b) two (2) hours after transmission if served by facsimile during normal working hours or, in any other case, two (2) hours after the commencement of normal working hours on the next business day; and

(c) within 48 hours of an email being sent.

## **13.SUPPORT**

13.1 Telephone support provided by the Technical Support Desk is limited to support for *eircom net* products. This does not include

(a) On-line training or in-depth training over the telephone. Where instruction or information to be provided to the Customer is going to take more than thirty minutes of a support engineer's time, *eircom net* may suggest an on-site visit (or on-site visits) to the Location, chargeable at the *eircom net* prevailing rates.

(b) Assistance in the development of the Customer's specific customisation requirements for the Customer's computer, network or systems. Depending upon the nature and complexity of the consulting request, *eircom net* may suggest an on-site visit (or on-site visits) to the Location, chargeable at the prevailing *eircom net* rates.

(c) Information and assistance on technical issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications including but not limited to assistance with the installation and configuration of hardware including, but not limited to computers, hard disks, networks, printers.

#### **14. GENERAL PROVISIONS**

14.1 Neither party may assign this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that either party may assign this Agreement, to a successor in interest to substantially all of the business of that party and in the case of *eircom net*, to *eircom* Limited or to any company with the *eircom* group of companies.

14.2 If any part or parts of this Agreement are held to be invalid, the remaining parts of the Agreement will continue to be valid and enforceable.

14.3 This Agreement shall be governed by the laws of Ireland.

14.4 The Agreement (including any applicable Schedules and third party licence agreements) and the Acceptable Usage Policy contains the complete and exclusive understanding of the parties with respect to the subject matter hereof.

#### **DEFINITIONS**

**Acceptable Usage Policy:** *eircom net*'s usage policy as displayed on [www.eircom.net](http://www.eircom.net) as amended from time to time.

**Allocated time:** the total online time of free calls in a Billing Period which is included in a Customer's Flat Rate Subscription. All call records accumulated within a Billing Period by the Telephone Service Provider count towards Allocated Time, independent of the exact date and time of the call.

**Billing Period:** the period for which the customer's Telephone Service Provider bills the customer for use of its Telecommunications Services.

**CLI :** means Caller Line Identification, a method by which the telephone number of a customer making a telephone call (Calling Number) is identified by the recipient of the call.

**Customer:** the person or entity to whom *eircom net* is providing the Service.

**Customer Contact Policy:** *eircom net* reserves the right to contact the Customer via email regarding information specific to *eircom net* , including service enhancements, network upgrades, pricing changes and general information relating to the Services.

**Dial-Up Internet Services:** the collective name for *eircom net*'s Internet access services available for the time being. The current Services are *eircom net* Pay As You Go, *eircom net* Subscription Service, *eircom net* flat rate 25, *eircom net* flat rate 60 and *eircom net* anytime, more particularly described on [www.eircom.net](http://www.eircom.net).

**Dial-Up Number:** is the telephone number provided to the Customer by *eircom net* to allow the Customer to access the Services.

***eircom net*:** the provider of the Services.

***eircom net* Auto-registration System:** the online system that the Customer may use to sign up for Service, accept these Terms and Conditions and migrate from one *eircom net* Dial-Up Internet Service to another. It can be accessed from an *eircom net* CD or from the *eircom net* website at [www.eircom.net](http://www.eircom.net)

***eircom net* flat rate 25:** *eircom net* Dial-Up Internet Service, which provides the Customer with 25 hours Allocated time per monthly Billing Period, for use Off Peak .

***eircom net* flat rate 60:** *eircom net* Dial-Up Internet Service, which provides the Customer with 60 hours Allocated time per monthly Billing Period, for use Off Peak.

***eircom net anytime:****eircom net* Dial-Up Internet Service which provides the Customer with 150 hours Allocated time per monthly Billing Period, for use Peak or Off Peak.

***eircom net Pay As You Go:****eircom net* Dial-Up Internet Service which doesn't charge the Customer a subscription but which charges customers on a per second basis for time online.

***eircom net Pay As You Go Call rates:*** are the per second call charges paid by *eircom net* Pay As You Go Customers.

***eircom net Subscription:*** is the periodic fee payable by the Customer to avail of the *eircom net* Subscription Service.

***eircom net Subscription Service:*** is a Dial-Up Internet Service for which the Customer pays a subscription to

*eircom net* and separately Call Charges to its Telecommunications Service Provider for access to the Service.

***eircom net's Technical Support Desk:*** is the help desk set-up to answer technical support queries on *eircom net's* Dial-Up Internet Services. Its hours of operation are on *eircom net's* website [www.eircom.net](http://www.eircom.net).

***eircom net website:*** web site accessible at [www.eircom.net](http://www.eircom.net)

**Excess Time:** the online time used by a Flat Rate Customer in a monthly or bi-monthly Billing Period in excess of Allocated time.

**Flat Rate Customer:** a Customer of *eircom net* for Flat Rate Service.

**Flat Rate Service:** the collective name for the *eircom net* flat rate 60, *eircom net* flat rate 25, and *eircom net* anytime service.

**Flat Rate Subscription:** the periodic set fee charged to a customer for a Flat Rate service.

**Idle time:** time on line when no data has been transmitted by the Customer to the Service or has been received by the Customer using the Service.

**Opt out period :** Period after registration during which a Customer may choose to cancel the Service.

**Off Peak:** 6pm to 8am Monday to Friday (inclusive), all weekends, public holidays and on such other times as may from time to time be announced.

**Peak:** 8am to 6pm on working days from Monday to Friday (inclusive).

**Service / Services :** means Dial-up Internet Services

**Telephone Service Provider:** is the telecommunications service provider providing telecommunications voice services to the Customer.

**Weekend:** 6pm Friday to 8am Monday and public holidays.

**Note:**

*eircom net* reserves the right to monitor or record calls between you and *eircom net* for training or to improve the quality of our customer service, support or sales.