

eircom Online Software Terms and Conditions

In consideration of the mutual rights and obligations contained herein, the sufficiency of which is hereby acknowledged, eircom Limited (hereinafter referred to as “eircom”, “we” or “us”), a limited liability company with its registered office at 1 Heuston South Quarter, St. John’s Road, Dublin 8, hereby offers to make available to the Customer (hereinafter referred to as “customer” or “you”) the services as set out herein.

Section 1 – eircom Online Software

1.1 What are eircom Online Software services?

The eircom Online Software web-based portal enables customers to purchase and manage various software application services that eircom offer our customers as part of our ongoing broadband solutions portfolio development. We refer to these software applications as eircom Online Software applications.

1.2 How do you use the eircom Online Software portal?

You need to have an internet connection to access the eircom Online Software portal.

You acknowledge and agree that the accessibility and functionality of the eircom Online Software portal and the eircom Online Software applications may be affected by the internet connection, browser and the computer system you are using.

To start using the eircom Online Software portal, you need to visit the eircom Online Software services website and create an account for your organisation.

You need to nominate and keep current a primary customer administrator from your business and organisation for the eircom Online Software portal.

Your customer administrator will be able to:

- (a) register and enter contractual arrangements on behalf of your organisation;
- (b) amend the details of your organisation, including credit card billing details, retained by eircom and you must contact eircom by phone/mail if you wish to amend eircom (phone) bill details;
- (c) add, delete and assign roles to users, including appointing users as customer administrators;
- (d) order and subscribe to eircom Online Software applications; and
- (e) delete and assign eircom Online Software applications to users.

In addition to your customer administrator, you can also nominate other users as an administrator of the eircom Online Software portal. They will be able to:

- (a) add, delete and assign roles to users;

- (b) order and subscribe to eircom Online Software applications; and
- (c) delete and assign eircom Online Software applications to users.

1.3 Terms of use for eircom Online Software portal

When you register for eircom Online Software portal access, you will be asked to read and accept the terms of use.

1.4 eircom Online Software applications

The current eircom Online Software application services that are available for you to purchase are set out below:

- Microsoft Exchange
 - Hosted MS Outlook Web Access w/1GB mailbox
 - Hosted MS Exchange w/4GB mailbox
 - Hosted MS Exchange w/6GB mailbox
- Microsoft SharePoint
 - Sharepoint v3-512 (512 MB / month)
 - Sharepoint v3-3072 (3 GB / month)
- McAfee ToPS Basic
 - McAfee Tops Basic Monthly
- Mozy PC/Notebook Backup
 - Mozy PC/Notebook Backup - up to 3GB per PC per month
 - Mozy PC/Notebook Backup - additional 1GB per PC per month
- Microsoft Dynamics CRM
 - Microsoft Dynamics CRM with 5GB DB
 - Microsoft Dynamics CRM with 30GB DB
- Viewfinder Mail Ginger
 - 1000 Contacts (Subscribers)
 - 5000 Contacts (Subscribers)
 - 10000 Contacts (Subscribers)
- Installation services – eircom can choose to provide services as applicable
 - Microsoft Exchange Installation service
 - Microsoft Sharepoint Installation service
 - McAfee Total Protection Suite Installation service
 - Mozy PC/Notebook backup Installation service
 - Viewfinder Mail Ginger Installation service

Further eircom Online Software application services may be added over time. The current portfolio of applications and services are available for your review at <http://eircom.onlinesoftware.ie>

You must report all faults with your eircom Online Software service to our help desk and give the details of the fault, and all other information necessary for us to investigate the fault.

We will provide a help desk available to answer your calls between 9am and 5pm GMT, Monday to Friday (**Help Desk Hours**). We will respond to the help desk ticket during the Help Desk Hours. We

will give you the details of the help desk, including the contact details when you register for eircom Online Software portal access.

We make available a knowledge base of support information on our eircom Online Software portal to answer your support questions. Your customer administrator should refer to the information in that knowledge base before contacting 1800 601 701.

Section 2 – General

2.1 What these terms apply to?

2.1.1 These general terms apply to your use of the eircom Online Software portal and all of the eircom Online Software application services that you purchase from us, except where set out otherwise.

2.1.2 If you are entering this agreement as a consumer, you will have certain rights available to you. A consumer is a customer, who is a natural person and who enters this agreement other than in the course of their trade or profession. If you enter this agreement in circumstances where you, as a consumer, and the service provider running an organised distance-selling scheme, do not meet face to face at any stage until after the contract has been concluded, the European Communities (Protection of Consumers in Respect of Contracts Made by Means of Distance Communication) Regulations, 2001, shall apply and provides as follows:

- (a). you may cancel this Agreement without giving a reason and without penalty within seven (7) working days of the goods being delivered to you or your entering an agreement for a service;
- (b) you are liable for any charges in connection with the return of the goods;
- (c). if your service provider cannot complete the contract within 30 days of your order, you are entitled to a refund of monies paid and the contract will be cancelled, unless agreed otherwise between you and the service provider.

2.1.3 In using the eircom Online Software portal and purchasing the eircom Online Software services, you offer to purchase or hire from eircom the services subject to the terms and conditions set out herein and to the provisions in Section 4 of the Telecommunications Scheme in force from time to time (hereinafter referred to as "the Regulations"). A copy of the Regulations may be viewed on <http://business.eircom.net/onlinesoftware/termsandconditions>.

2.2 Pricing and payment terms

If you have or acquire services (which may include eircom Business Broadband) from us which are eligible to be included on your eircom (Phone) Bill (i.e. Single Billing), you may apply to have the eircom Online Software application services you purchase from us billed to your eircom Bill by:

- (a) choosing 'eircom Bill' as your billing option when completing an order for eircom Online Software application services; or
- (b) contact eircom Retail - Business Markets at 1800 601 701.

Note:

You must have an existing active eircom Retail Account Number and Telephone Number to have your eircom Online Software billing included on your eircom Bill.

If you do not apply to have your eircom Online Software application services billed to your eircom Bill, or if your application to have your eircom Online Software applications billed to your eircom Bill is unsuccessful:

- (a) we require you to pay for eircom Online Software application services by credit card. You will be charged a payment processing fee by your credit card provider;
- (b) we will make the invoice available to you through the eircom Online Software portal. We will debit your credit card on the 1st of every calendar month; and
- (c) if the eircom Online Software application service has ongoing monthly fees, you will have to pay us monthly in advance by direct debit of your credit card.

If our attempt to debit your credit card is unsuccessful, we will provide notice to you as soon as reasonably practicable. If after one week from the payment due date we are still not able to debit your credit card, we will suspend access to your eircom Online Software application service. During the suspension period, we will continue to attempt to debit your credit card. If we are still not able to debit your credit card 14 days after payment was due, we will cancel your eircom Online Software portal access and eircom Online Software application services without further notice to you.

If your application to pay for your eircom Online Software service using a eircom Bill is accepted:

- (a) we will charge you all fees and charges in monthly or bi-monthly instalments (whichever bill type you are on with eircom);
- (b) all of the eircom Online Software application services on your eircom Online Software account will be billed to your eircom Bill from the start of the next billing cycle;

(c) we cannot transfer charges relating to a previous billing cycle to your eircom Bill; and
(d) the terms and conditions relating to eircom Bill set out in the Regulations will apply to your eircom Online Software application services.

We cannot transfer customer billing for eircom Online Software services from your eircom Bill to credit card; we cannot transfer customer billing from credit card to eircom Bill. In addition, we cannot transfer charges relating to a previous billing cycle to your credit card.

We do not charge you for access to the eircom Online Software portal.

The charges for your eircom Online Software application services are the charges that appear at the time of your purchase (these charges will appear in the shopping cart). We may change the charges for eircom Online Software application services and the latest charges are available at <http://eircom.onlinesoftware.ie>. To avoid doubt, if you order additional user subscriptions for eircom Online Software application services, the charges for the additional user subscriptions may not be the same as the existing subscriptions that you have previously purchased from us. However, we will not change the charges of your existing licences.

2.3 Business Rules for billing

(a) we require you to pay for eircom Online Software application services upfront if the service is non-recurring and is delivered to you on a one-time item;
(b) for recurring services (monthly fees), we require you to pay for eircom Online Software application services broken period rental (partial billing for period service was used) for the 1st month (monthly pro-rated) and for ongoing monthly fees thereafter;
(c) there is a minimum 30 day commitment on all services;
(d) for cease of recurring services, we require you to pay for the entire ongoing monthly fee for the month in which the service is ceased.

2.4 Your cooperation and information

In order to set up eircom online software services, it is essential that the customer provides eircom with all the relevant information we require to ensure the service operates effectively.

You must provide any reasonable assistance necessary to facilitate the delivery of the services when we install, test or make changes to your eircom Online Software application service.

You must provide us with full and complete information (including configuration information), necessary for the delivery of the services, when you apply for your eircom Online Software application service. You must also provide us any additional information we ask for when we make changes to your eircom Online Software application service.

If the information that you provide us with, is inaccurate or not complete, your eircom Online Software application service may not work properly (or at all).

If you wish to change the information you provided us, we may charge you for additional work that is required to reflect the changed information in your eircom Online Software application service.

We will not be liable for problems with your eircom Online Software application service to the extent that those problems are caused by you, including where you have changed your equipment configurations, settings, introduced incompatible software or used your eircom Online Software application service in a way that is inconsistent with our instructions.

2.5 Changes and updates

We can make changes to the eircom Online Software portal and your eircom Online Software application service at any time (although we are not obliged to do so) where necessary for operational reasons. Our suppliers may also make changes to the eircom Online Software portal and your eircom Online Software application service on our behalf.

Changes to your eircom Online Software application service may include updates, supplements, add-ons, patches or bug-fixes ("**Updates**"). Updates may be subject to additional terms and conditions which we will provide to you before the Updates are installed or otherwise applied to your eircom Online Software application. Once installed, the Updates form part of your eircom Online Software application service.

You agree that our suppliers may, on our behalf, automatically transmit, install, and otherwise provide Updates to the service software for your eircom Online Software application service without further notice or need for consent.

You may experience a disruption to your eircom Online Software portal access or your eircom Online Software application service when we make changes or as a result of Updates.

If there is any change to your eircom Online Software application service which we believe will have more than a minor detrimental impact to you ("**Relevant Change**"), then we will try to give you at least 21 days notice before making the change. Unfortunately we may not be able to do so if the change is required or made by one of our suppliers.

If you want to cancel your eircom Online Software application because of a Relevant Change, then you may do so without penalty (that is, without incurring any fees or charges other than the fees and charges up to the date on which your access to the eircom Online Software application service ends), provided you do so by the date we tell you in our notice. You may not cancel your eircom Online Software application service if the Relevant Change is made to comply with legal or regulatory requirements, an order of a court or a lawful direction of a competent authority.

2.6 Internet Services

Some eircom Online Software applications require you to be connected to the internet or the eircom Next Generation Internet services in order to avail of the services.

2.7 Browsers and operating systems

We do not warrant that either the eircom Online Software portal or the eircom Online Software applications will support all operating systems and browsers. We currently support Microsoft Windows® 2000, Microsoft Windows® XP and Microsoft Windows® Vista operating systems and Internet Explorer 6.x and 7.x only. Although the eircom Online Software portal and the eircom Online Software applications may work with other operating systems and browsers, use of unsupported operating systems and browsers may limit the function of the eircom Online Software

portal and eircom Online Software applications and the technical support we can provide you. It is your responsibility to ensure that you have the correct operating system and/or browser to access the eircom Online Software portal or the eircom Online Software applications.

2.8 Your responsibility for use

You are responsible for the use of the eircom Online Software portal and any eircom Online Software application by your users (including your customer administrator and anyone else who accesses the eircom Online Software portal or purchases or uses any eircom Online Software application using your login details).

2.9 Acceptable use policy

The following is without limitation to the provisions of the eircom Acceptable Use Policy which applies to the extent necessary as if set out herein. The eircom Acceptable Use Policy is available for your review at www.eircom.net/policy/.

You must not use the eircom Online Software portal access or eircom Online Software application services or let it be used:

(a) to commit an offence or breach any laws, standards or codes applicable to the eircom Online Software portal access or eircom Online Software application;

(b) in a manner that is excessive or unusual;

(c) in a way that interferes (or threatens to interfere) with the efficiency and security of the eircom Online Software portal access or eircom Online Software application or another person's eircom Online Software application;

(d) to accept, transmit or distribute unsolicited bulk email;

(e) to send email that hides or obscures the source of the email;

(f) to distribute Trojan horses, worms, malicious or destructive code or any instructions activating such code;

(g) to menace, harass or stalk any person;

(h) to distribute material that is defamatory, obscene or could cause offence or harm;

(i) in a manner that infringes any other person's intellectual property rights, confidential information or other rights; or

(j) to enable a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you.

You agree to indemnify us, or any company in the eircom Group and our and their officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these terms and conditions, or the eircom Acceptable Use Policy, by you or any other liabilities arising out of your use of the eircom Online Software portal or the eircom Online Software applications.

You can only use the eircom Online Software portal and any eircom Online Software application for your internal business purposes.

You must not sell, resell or provide the eircom Online Software services (or any part of them, such as eircom Online Software portal access or any eircom Online Software application) to another person unless you obtain our prior written consent.

2.10 User Guides and assistance

You must follow our reasonable directions in relation to the use of the eircom Online Software portal or eircom Online Software application (including the data that is stored or hosted as part of your eircom Online Software application).

We may provide you with a User Guide which will contain important information relating to the use of the eircom Online Software portal and eircom Online Software application. If you use the eircom Online Software portal or eircom Online Software applications in a manner that is inconsistent with the User Guide, you will be responsible for any loss that you suffer as a result and you may need to pay us an additional charge to fix any problems as a result.

You may distribute the User Guide to your users. However, you must ensure that the User Guide is only used by your users to understand and use the eircom Online Software portal or eircom Online Software application.

2.11 Your data

We may host or store your data as part of your eircom Online Software application service. If we do so, then this section applies to you.

You grant us a licence to copy and store your data for the sole purpose of providing you with your eircom Online Software application.

We require that the data that we host or store for you meets certain standards. If we do not think that your data meets these standards, we may suspend or cancel your eircom Online Software application or we may direct you to remove your data. Some examples of data that does not meet our standards includes pornography or data that could be offensive or defamatory.

You are responsible for the data supplied, created or stored by your users using your eircom Online Software application service. It is your responsibility to make sure that your data meets the requirements of our acceptable use policy.

It is your responsibility to make adequate copies of your data. We may delete your data immediately after the cancellation of your eircom Online Software application service. However, we recommend that you make a copy of your data before your eircom Online Software application service is cancelled.

2.12 General privacy terms

We may collect personal information from you and your users when you register for eircom Online Software portal access or you purchase or use any eircom Online Software application service.

We generally collect, use and disclose personal information as set in our privacy statement. The current version of our privacy statement is available at <http://www.eircom.net/about/privacy/>

2.13 Special additional privacy terms for eircom Online Software services

The special additional privacy terms set out in below, apply to your eircom Online Software services unless we tell you otherwise.

We may include additional or different privacy terms that apply to a particular eircom Online Software application service in the part of these terms that relates to that eircom Online Software application service.

Because we work with third parties to provide the eircom Online Software services to you, we need additional rights to use and disclose your personal information in connection with eircom Online Software services.

You allow us to use and disclose your personal information for any purpose which we reasonably consider is necessary to provide the eircom Online Software services to you.

You also allow us to provide your personal information to any of our suppliers (or their suppliers) who are responsible for providing eircom Online Software services to you.

You understand and agree that:

(a) some personal information may be transmitted to and stored overseas, including outside of the European Union and you hereby consent to such overseas transmission and storage of your personal data;

Currently information associated with the Microsoft Exchange, the Microsoft SharePoint, the Microsoft Dynamics CRM, the Microsoft OCS service the McAfee ToPS, The Mozy PC Backup and the ViewFinder Mail Ginger services will be transmitted to and stored overseas. However, this may also apply for other eircom Online Software applications over time.

(b) other countries may not have privacy laws which are equivalent to, or as comprehensive as, Ireland's privacy laws;

(c) a third party recipient of your personal information may in turn transmit that information to another country in the course of providing the services to you; and

(d) we cannot control how our suppliers (or their suppliers) will use, store and disclose your personal information.

(e) eircom will use reasonable commercial endeavours to ensure that all recipients of your personal data are Safe Harbour compliant, where applicable.-

You agree that, except as described in this Section, we have no obligation (and our suppliers have no obligation) to hold, export or return your personal information or your other subscriber data during the term of this agreement or following the termination or expiration of your agreement.

2.14 Security

We will use reasonable commercial endeavours to keep the eircom Online Software portal secure so that your data and infrastructure are not visible to third parties.

We will use reasonable commercial endeavours to protect our equipment against intrusions, viruses, Trojan horses, worms, time bombs or other similar harmful software which may affect your eircom Online Software portal access or eircom Online Software application, but we do not guarantee complete protection.

The security of your information is important to us, but we cannot guarantee the security of any eircom Online Software application or any information or data you send, receive or store using any eircom Online Software application unless we tell you otherwise.

[We may include additional or different security terms that apply to a particular eircom Online Software application in the part of these terms that relates to that eircom Online Software application.](#)

You must take steps to prevent unauthorised access to your eircom Online Software portal access or eircom Online Software application service by not disclosing user names and passwords that we provide you (except as required by the eircom Online Software application).

2.15 Intellectual Property

If we provide you with any documents, processes or software as part of your eircom Online Software application, we (or our licensors) own the intellectual property rights. You must immediately inform us if you become aware of any infringement or suspected infringement of intellectual property rights.

If you provide us with material relevant to your eircom Online Software application, you grant us a non-exclusive, non-transferable licence to use that material for the sole purpose of providing you with your eircom Online Software application.

2.16 eircom Online Software application Software

We may provide you with software as part of your eircom Online Software application service. We refer to this as service software. We grant you a non-exclusive, non-transferable licence to use the service software for the sole purpose of you using and accessing your eircom Online Software application.

Save to the extent set out herein and the extent necessary to use the eircom Online Software, all eircom intellectual property rights, including trade and service marks, copyrights, patents, design rights, database rights, all whether registered or unregistered and all whether registerable or not, including applications, are reserved and you gain no right in eircom's intellectual property.

You must comply (and ensure that your users comply) with all licence terms and use terms applicable to the service software as set out in this Section of Our Customer Terms or our agreement with you.

We use third party software for some of our eircom Online Software applications. For this reason, you may be required to enter into third party terms and conditions when you:

- (a) first use your eircom Online Software application; and
- (b) each time your eircom Online Software application is upgraded.

If you accept the third party terms and conditions, you must comply with those terms and conditions. If you fail to do so, we may be required by the third party and reserve the right to cancel your eircom Online Software application.

You can make one copy of the service software for back-up and archival purposes, where applicable.

Except as permitted by a law which cannot be excluded, you must not (and must ensure that your users) do not:

- (a) remove any copyright, trade mark or similar notices on the service software;
- (b) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the service software; or
- (c) modify, translate, or create derivative works of the service software.

You must install service software, other software, upgrades and patches as directed by us. If you fail to do so, we may suspend or not support your eircom Online Software application.

2.17 When we can suspend or cancel your eircom Online Software application

You will be in material breach of Our Customer Terms if:

- (a) we reasonably believe that you are in breach of our acceptable use policy for eircom Online Software services;

[Our acceptable use policy for eircom Online Software services is set out in section 2.9 of this document. Breach of our acceptable use policy for eircom Online Software services is a breach that cannot be remedied](#)

(b) we become aware that you are not eligible for the eircom Online Software application; or (c) you have not complied with our payment terms (as set out above).

If you are in material breach of Our Customer Terms, we can suspend or cancel some or all of your eircom Online Software services and charge you the applicable early termination fee. The circumstances in which we can do this are set out in the Regulations.

We can suspend your access to the eircom Online Software portal or restrict the provision of any eircom Online Software application during the period before we cancel your service because you are in material breach of Our Customer Terms. If we suspend your eircom Online Software portal access or eircom Online Software application in this way, you must continue to pay us all charges for your service during the period of suspension.

You understand that we rely on third parties to provide you with some of our eircom Online Software applications. If one of our third party suppliers suspends or cancels an application that we rely on to provide your eircom Online Software application, we may suspend or terminate your eircom Online Software application. We will try to give you as much notice as is reasonably possible in the circumstances.

If we suspend your eircom Online Software application solely because of one of our suppliers (and not because you are in material breach of Our Customer Terms or for any other reason) you will not be charged for your eircom Online Software application during the period of suspension.

If we cancel your eircom Online Software application service solely because of one of our suppliers (and not because you are in material breach of Our Customer Terms or for any other reason), we will:

(a) not charge you any early termination fee; and
(b) take reasonable steps to appropriately offset the effect of the cancellation on you (for example, by providing a credit or rebate to you or migrating you to a reasonably comparable alternative service for the remainder of your fixed length contract).

2.18 When you can cancel your eircom Online Software application

You can cancel eircom Online Software application subscriptions by contacting your eircom Sales (1800 501 502) or Support (1800 601 701). If you wish to cancel an eircom Online Software application completely, you need to provide us with notice via email. If you have ceased using all of

your eircom Online Software application subscriptions through the eircom Online Software portal but have not cancelled a eircom Online Software application completely (i.e. by way of notice to us), you will continue to be charged for these subscriptions. If you cancel an eircom Online Software application part way through a billing cycle, we require you to pay for the entire ongoing monthly fee for the month in which the service is ceased.

2.19 Your obligations if your eircom Online Software application is cancelled

If your eircom Online Software application is cancelled for any reason, you must immediately delete all copies of the service software in your possession or under your control.

2.20 Take down notices and directions

You must promptly notify us if you receive any take-down, service cessation or link deletion notices from the Commission for Communication Regulation (“ComReg”) (or other regulatory authority), or directions from the Regulator of Premium Rate Telecommunications Services (“RegTel”) which relates to your hosted content. You must promptly comply with any such notices and directions.

We may immediately disable or suspend access by you or your customers to your hosted content by written notice to you if:

- (a) you fail to comply with any of the take-down, service cessation or link deletion notices from ComReg (or other regulatory authority) or directions from RegTel;
- (b) we receive any take down, service cessation or link deletion notices from ComReg (or other regulatory authority) or directions from RegTel which relates to your hosted content or any part of it; or
- (c) we reasonably suspect that your hosted content or any part of it breaches any laws, regulations, determinations or industry codes applicable to your service or your hosted content or infringes the rights (including Intellectual Property Rights) of any person; or
- (d) you breach any of the provisions of this agreement or eircom’s Acceptable Use Policy.

2.21 Third party claims

You indemnify us against all loss as a result of a third party claim (against us or any third party we rely on to provide the eircom Online Software services to you) that relates to your data (including hosted content) or use of the eircom Online Software portal or any eircom Online Software application by your users (including anyone who accesses the eircom Online Software portal or any eircom Online Software application using your login details).

2.22 Consent

If this section specifies that you require consent or agreement from us to do something, the consent or agreement must be in writing from an authorised eircom representative prior to doing that thing.

2.23 Free Trials

We may offer free trials of the eircom Online Software applications from time to time. We will provide details of these through the eircom Online Software portal.

The terms set out in this Section of Our Customer Terms apply during any trial.

2.24 Disclaimer

To the extent permitted by law, we provide access to the eircom Online Software portal and we supply the eircom Online Software applications on an "as is" basis, without warranties of any kind (including, those that would otherwise be implied by law).

We do not warrant that your access to the eircom Online Software portal or your eircom Online Software application will be uninterrupted, secure or error free or that they will meet your requirements. There may be times when the eircom Online Software portal or your eircom Online Software application is down or disrupted. We will not be liable for any interruptions or disruptions in any way.

We make no representations about the suitability, reliability, availability, timeliness, lack of viruses (or other harmful components), accuracy and/or ownership of the information, software, products, services and related graphics contained within or generated by the eircom Online Software portal or your eircom Online Software application.

2.25 Data Backup

Eircom does not provide data backup or restoration services as part of its services. You are solely responsible for maintaining and backing up all information, data, text or other materials (collectively "customer data") and software stored on your computer and storage media before ordering the services. You acknowledge and agree that eircom or its referral partners have no responsibility or liability under any circumstance at any time for any loss or corruption of customer data, software or hardware that may arise out of the services.

Eircom does not provide backup copies or support installation of unlicensed software to customers. Please ensure that you have a licensed copy of all necessary software.

2.26 DISCLAIMER OF WARRANTIES

You understand and agree that except as expressly set forth herein, the services (including, without limitation, all advice, content, and software) are provided, to the maximum extent permissible in law, "as is," without warranty of any kind, either express or implied, including, without limitation, any warranties concerning the availability, accuracy, completeness, usefulness of the services, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. Eircom does not warrant that the services will be timely, secure, uninterrupted, error free, or successful in resolving your question or computer problem. Eircom makes no warranty that the services will meet users' expectations or requirements. No advice, results, content or materials whether oral or written, obtained by you from the services shall create any warranty. Any content or software that you access, download or use with the services is done at your own discretion and

risk and you agree that you will be solely responsible for any damage that results from such activities.

2.27 INDEMNITY

You agree to defend, indemnify and hold eircom, its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable lawyers' fees, in any way arising from or related to your use of the services or your violation of the terms.

2.28 LIMITATION OF LIABILITY

In no event shall eircom, its suppliers, and referral partners or any of their respective directors, officers, employees, agents, or content or service providers be liable for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind or nature, whether from contract, tort (including negligence), misrepresentation, strict liability or any other legal or equitable theory, arising from directly or indirectly related to the use of, or the inability to use, the installation services, software, content or your personal computer and other technology including, without limitation, lost sales, lost revenue, lost profits or other loss of business, loss of or damage to data, or cost of substitute services even if eircom has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitations or exclusions may not apply to you.

In no event shall the total liability of eircom to you in the aggregate for any and all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms or your use of the services, software or content exceed the greater of the amount paid for the services at issue or €60.00.

Section 3 – Services

3.1 Email Applications - Microsoft Exchange Mail

3.1.1 Service Description

The Microsoft Exchange Mail service is an email and collaboration service based on the Microsoft Exchange Mail platform. The Microsoft Exchange Mail service comes with mailboxes with distinct email address, calendaring, contacts, and task capabilities for each individual user.

3.1.1 Service features

The Microsoft Exchange Mail service includes 1GB (Outlook Web Access only), 4GB and 6GB mailbox sizes, offline access to Outlook Client, Outlook Web Access, mobile access, spam protection and virus protection features and Outlook 2007.

3.1.2 Spam protection feature

The spam protection feature operates for incoming email sent to you through your Microsoft Exchange Mail service. It identifies and prevents emails that are suspected spam from reaching your mailbox.

You acknowledge that the spam protection feature cannot guarantee that:

- (a) all spam will be prevented from reaching your mailbox; and
- (b) all non-spam email will go through the spam filter to your mailbox.

3.1.3 Virus scanning feature

Subject to the limitations that are set out below, the virus protection feature operates for incoming email sent to you through your Microsoft Exchange Mail service. It identifies and prevents emails that have a virus that is known by the software from reaching your mailbox.

Subject to the limitations that are set out below, if the virus scanning feature suspects an email contains a virus then the email will be placed in quarantine where the virus scanning feature will attempt to clear the email of the virus. If the feature clears the virus, the email will then be sent to you.

You acknowledge that the virus scanning feature cannot guarantee that:

- (a) all viruses will be detected; and
- (b) your email system will be completely protected against viruses.

You acknowledge that the virus scanning feature may:

- (a) prevent some emails which are not infected with viruses from reaching you; and
- (b) cause a delay in delivery of emails to you mailbox.

3.1.4 Disclosure of your information

You acknowledge, consent and agree that we (and/or our supplier) may access, preserve, and disclose your account information and the contents of your account (including, without limitation, e-mails or other personal information) if required to do so by law or if we (or they) believe that such disclosure is reasonably necessary to: (a) comply with the legal process;

- (b) enforce these terms;
- (c) deliver the Microsoft Exchange Mail service to you; or
- (d) protect the rights, property, or personal safety of it, its employees and users, and the public.

3.1.5 Additional use restrictions

You must not attempt to gain unauthorised access to the Microsoft Exchange Mail service, other accounts, computer systems or networks connected to the Microsoft Exchange Mail service, through hacking, password mining or any other means.

You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Microsoft Exchange Mail service.

3.1.6 Disclaimer

The information, software, products, and services included in or available through Online Software application services may include inaccuracies or typographical errors.

Any advice received via the Microsoft Exchange Mail service should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

3.1.7 Liability

We will not be responsible or liable (in any way) for:

- (a) unauthorised access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through or in connection with the Microsoft Exchange Mail service;
- (b) any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights;
- (c) any content sent using and/or included in the Microsoft Exchange Mail service; and/or
- (d) the deletion, corruption or failure to store any messages or other content maintained or transmitted by the service the Microsoft Exchange Mail service.

If you are dissatisfied with any portion of the Microsoft Exchange Mail service, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Microsoft Exchange Mail service (subject to payment of any applicable early termination charge).

3.1.8 Terms regarding use and storage

You understand that we may establish limits concerning use of the Microsoft Exchange Mail service including without limitation:

- (a) the maximum number of days that e-mail messages will be retained;
- (b) the maximum number of e-mail messages that may be sent from or received by an account;
- (c) the maximum size of an e-mail message that may be sent from or received by an account;
- (d) the maximum disk space that will be allotted on our servers on your behalf; and
- (e) the maximum number of times and duration you may access the service in a given period of time.

3.1.9 Additional cancellation or suspension rights

We may terminate your access to the Microsoft Exchange Mail service (or any part) at any time, without notice. We have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.

We reserve the right to delete accounts that are inactive for an extended period of time.

3.1.10 Indemnity

You agree to indemnify and hold us (and our suppliers) harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct while using the Microsoft Exchange Mail service.

3.2 Collaboration Applications - Microsoft SharePoint

3.2.1 Service description

The Microsoft SharePoint service is a browser-based application which allows team members to share information and manage documents in a shared space. It has various functions available to assist teams with open communication and project management.

There are various plans that you can choose from. The plans are determined by the amount of shared storage that you require. These plans are detailed within the eircom Online Software portal.

3.2.2 Disclosure of your information

You acknowledge, consent and agree that we (and/or our supplier) may access, preserve, and disclose your account information and the contents of your account (including, without limitation, e-mails or other personal information) if required to do so by law or if we (or they) believe that such disclosure is reasonably necessary to:

- (a) comply with the legal process;
- (b) enforce these terms;
- (c) deliver the Microsoft SharePoint service to you; or
- (d) protect the rights, property, or personal safety of it, its employees and users, and the public.

3.2.3 Additional use restrictions

You must not attempt to gain unauthorised access to the Microsoft SharePoint service, other accounts, computer systems or networks connected to the Microsoft SharePoint service, through hacking, password mining or any other means.

You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Microsoft SharePoint service.

3.2.4 Disclaimer

The information, software, products, and services included in or available through the Microsoft SharePoint service may include inaccuracies or typographical errors.

Any advice received via the Microsoft SharePoint service should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

3.2.5 Liability

We will not be responsible or liable (in any way) for:

- (a) unauthorised access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through or in connection with the Microsoft SharePoint service;
- (b) any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights;
- (c) any content sent using and/or included in the Microsoft SharePoint service; and/or
- (d) the deletion, corruption or failure to store any messages or other content maintained or transmitted by the service the Microsoft SharePoint service.

If you are dissatisfied with any portion of the Microsoft SharePoint service, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Microsoft SharePoint service (subject to payment of any applicable early termination charge).

3.2.6 Terms regarding use and storage

You understand that we may establish limits concerning use of the Microsoft SharePoint service including without limitation:

- (a) the maximum number of days that e-mail messages will be retained;
- (b) the maximum number of e-mail messages that may be sent from or received by an account;
- (c) the maximum size of an e-mail message that may be sent from or received by an account;
- (d) the maximum disk space that will be allotted on our servers on your behalf; and

(e) the maximum number of times and duration you may access the service in a given period of time.

3.2.7 Additional cancellation or suspension rights

We may terminate your access to the Microsoft SharePoint service (or any part) at any time, without notice. We have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.

We reserve the right to delete accounts that are inactive for an extended period of time.

3.2.8 Indemnity

You agree to indemnify and hold us (and our suppliers) harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct while using the Microsoft SharePoint service.

3.3 Business Applications - Microsoft Dynamics CRM

3.3.1 Service description

The Microsoft Dynamics CRM service is an integrated customer relationship management (CRM) system including a range of Sales, Marketing and Customer Service capabilities.

The Microsoft Dynamics CRM service is currently supported via Internet Explorer 6.x and 7.x only. It may work on other browsers, however if you choose to use your Microsoft Dynamics CRM service on another browser, this may limit the technical support we can provide you.

There are various plans that you can choose from. The plans are determined by the amount of shared storage that you require. These plans are detailed in eircom Online Software portal.

3.3.2 Disclosure of your information

You acknowledge, consent and agree that we (and/or our supplier) may access, preserve, and disclose your account information and the contents of your account (including, without limitation, e-mails or other personal information) if required to do so by law or if we (or they) believe that such disclosure is reasonably necessary to:

- (a) comply with the legal process;
- (b) enforce these terms;
- (c) deliver the Microsoft Dynamics CRM service to you; or
- (d) protect the rights, property, or personal safety of it, its employees and users, and the public.

3.3.3 Additional use restrictions

You must not attempt to gain unauthorised access to the Microsoft Dynamics CRM service, other accounts, computer systems or networks connected to the Microsoft Dynamics CRM service, through hacking, password mining or any other means.

You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Microsoft Dynamics CRM service.

3.3.4 Disclaimer

The information, software, products, and services included in or available through the Microsoft Dynamics CRM service may include inaccuracies or typographical errors.

Any advice received via the Microsoft Dynamics CRM service should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

3.3.5 Liability

We will not be responsible or liable (in any way) for:

- (a) unauthorised access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through or in connection with the Microsoft Dynamics CRM service;
- (b) any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights;
- (c) any content sent using and/or included in the Microsoft Dynamics CRM service; and/or
- (d) the deletion, corruption or failure to store any messages or other content maintained or transmitted by the service the Microsoft Dynamics CRM service.

If you are dissatisfied with any portion of the Microsoft Dynamics CRM service, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Microsoft Dynamics CRM service (subject to payment of any applicable early termination charge).

3.3.4 Terms regarding use and storage

You understand that we may establish limits concerning use of the Microsoft Dynamics CRM service including without limitation:

- (a) the maximum number of days that e-mail messages will be retained;
- (b) the maximum number of e-mail messages that may be sent from or received by an account;
- (c) the maximum size of an e-mail message that may be sent from or received by an account;
- (d) the maximum disk space that will be allotted on our servers on your behalf; and

(e) the maximum number of times and duration you may access the service in a given period of time.

3.3.5 Additional cancellation or suspension rights

We may terminate your access to the Microsoft Dynamics CRM service (or any part) at any time, without notice. We have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.

We reserve the right to delete accounts that are inactive for an extended period of time.

3.3.6 Indemnity

You agree to indemnify and hold us (and our suppliers) harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct while using the Microsoft Dynamics CRM service.

3.4 Security applications – McAfee Desktop Security

3.4.1 Service description

The McAfee Desktop Security service is an integrated desktop security service and consists of the anti-virus, anti-spyware, anti-firewall and a web security service (the table below describes each of the applications).

Application	Description
-------------	-------------

Desktop Anti-Virus	Desktop anti-virus provides you with monitoring, detection, management and outbreak notification of known viruses, trojans and worms and other malware and the transmission of outbound data to phishing-related websites that are known by the software on your desktop. Once notified of the malware, you can choose to clean or delete the infected file.
Desktop Anti-Spyware	Desktop anti-spyware provides you with monitoring, detection, management and outbreak notification of known spyware. Once notified of the spyware, you can choose to clean or delete the infected file.
Desktop Anti-Firewall	Desktop anti-firewall sets up firewalls to create a barrier between your data and potential intrusions
Web Security Service	Web security service provides a warning to users regarding suspected dangerous websites.

3.4.2 Service eligibility

You must:

- (a) ensure your PC(s) meets the requirements set out on our eircom Online Software website;
- (b) ensure that your PC(s) and software on your PC(s) are compatible for the McAfee Desktop Security service; and
- (c) regularly check the default email address that we have allocated to you for messages about your McAfee Desktop Security service.

3.4.3 Service limitations

We will use reasonable care and skill in providing the McAfee Desktop Security service. However, we do not guarantee that:

- (a) all potential viruses and spyware will be detected or removed;
- (b) all unauthorised access to your network will be prevented;
- (c) our web security service will pick up all dangerous websites; and
- (d) only files infected with viruses, spyware, trojans and worms and other malware will be removed.

3.4.4 Additional use restrictions

Unless we agree otherwise with you, you can only install and use the service software for the McAfee Desktop Security service on one computer for each subscription.

Unless we agree otherwise with you, you must not allow any third parties to use (or benefit from the use or functionality of) the service software.

There are also additional use restrictions and use terms for the McAfee Desktop Security service set out in:

(a) the "Read Me" files or "About" files provided with the service software for the McAfee Desktop Security service; and

(b) the documentation relating to the McAfee Desktop Security service available on the eircom Online Software portal.

You must read these terms carefully and ensure that your users comply with these terms.

If your users fail to comply with any of the limitations, restrictions or use terms for the McAfee Desktop Security service, you must stop using the McAfee Desktop Security service immediately and destroy all copies of the service software and documentation for the McAfee Desktop Security service.

3.4.5 Open source software

To the extent that the service software for the McAfee Desktop Security service includes open source software which must be licensed to users on terms which are broader than the licence under this Section of Our Customer Terms, then the relevant open source software is licensed to you on those terms.

3.4.6 Evaluation software

There are additional restrictions which apply if the service software for the McAfee Desktop Security service includes software which has been identified as "Evaluation" Software or "Beta" Software ("**Evaluation Software**").

You understand that Evaluation Software may contain bugs, errors and other problems that could cause system or other failures and data loss.

To the extent permitted by law, we will not be liable to you at all in connection with Evaluation Software. If we cannot exclude our liability entirely, we limit it to the sum of fifty euro (€50).

If we ask, you will provide us (or our suppliers) with feedback regarding any Evaluation Software that you use (including error or bug reports).

There may be additional terms associated with your Evaluation Software that we provide you at the time of purchase. Your use of the Evaluation Software is also governed by those terms.

If you licence a commercial release of Evaluation Software from us, you must return or destroy the Evaluation Software with immediate effect.

Unless we agree otherwise with you in writing, you can only use Evaluation Software for a maximum of 30 days.

3.4.7 Disclaimer

The McAfee Desktop Security service (including the service software) is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the service software could lead directly to death, personal injury, or severe

physical or property damage (collectively, "**High Risk Activities**"). We disclaim any express or implied warranty of fitness for High Risk Activities.

You are responsible for selecting the McAfee Desktop Security service and for the results you obtain from using it.

3.4.8 Liability

In addition to the terms limiting our liability in the General Terms Section of Our Customer terms, to the extent permitted by law, we will not be liable to you or to any other person for any loss of profits, loss of goodwill, work stoppage, computer failure or malfunction or any indirect, special, incidental, or consequential damages you (or they) suffer arising from or in relation to the McAfee Desktop Security service (including the service software).

3.4.9 Export Controls

The service software for the McAfee Desktop Security service is of United States origin for the purpose of United States export controls. You must comply with all applicable national and international laws that apply to the service software including the United States Export Administration Regulations. You must not to directly or indirectly export, import or transmit the service software contrary to the laws or regulations of any governmental entity that has jurisdiction over such export, import, transmission or use.

3.4.10 Audit

We (or a third party acting on our behalf) may periodically audit you to ensure that you are complying with your obligations regarding the McAfee Desktop Security service (including the service software).

3.5 Storage and Backup Applications – MozyPro PC/Notebook Remote Backup

3.5.1 Service description

The Remote Backup service is an online computer data backup service which gives you and your users the capability to backup and restore data files to and from users' computers on your computer system for an agreed period of time.

The Remote Backup service uses a software agent to compress and encrypt data from your computer systems before transmitting them over the connection to our service platform.

You must account for each PC for which you wish the Remote Backup service to apply.

Remote Backup PC services are available.

3.5.2 Service features

We provide support to the system administrator that you nominate. We do not provide support for all of your users. Support to your nominated system administrator includes assistance with ad hoc questions about the Remote Backup service but does not include on-site assistance.

You can add and remove accounts in accordance with the technical guide.

3.5.3 Service eligibility

You must have an Internet connection between your computer systems and our service platform in order to use and manage the Remote Backup service.

3.5.4 Service charges

The charges for your Remote Backup service will depend on the data storage required for each computer/subscription.

Each subscription comes with 3GB data storage as standard which is chargeable as a monthly recurring fee, Usage Based Billing (i.e. storage used in excess of 3GB plan) will be charged per GB for data storage consumed above 3GB. Your usage can be identified within the Mozy PC/Notebook Backup client on the user's computer.

We will charge you a monthly charge for each account that you have (as set out in the eircom Online Software portal).

3.5.5 Service limitations

We do not monitor other services (for example, your Internet service) even if we have visibility of those services.

We are not responsible for the purchase or speed of your PC or Server.

The Remote Backup service is not capped and will backup as much data as you want it to and any data storage above 3GB will be charged using a usage based billing approach per GB. If you do not use your data limit in one month, the remainder of your limit does not roll over to the next month.

We will not backup files that are greater than 128 GB.

The Remote Backup service transmits data over an Internet connection to our service platform. You acknowledge that we are not responsible for the Internet connection (or monitoring that connection) and data may be delayed or lost if your Internet connection is compromised. If the transfer of your data to our service platform is time critical, you acknowledge that the Remote Backup service is not suitable for you.

3.5.6 Service Software

You will need to install software on each PC that you wish the Remote Backup service to apply.

We will provide your system administrator with access to a support centre application which will enable your system administrator to manage the Remote Backup service (including the ability to activate new users' accounts through installing the software agent on each PC).

You must ensure that your users do not distribute or install the software agent on other computers without your system administrator's prior approval. If a user installs the software agent on a computer without authority from the system administration, you will be responsible for this, including paying the charges for the account.

3.5.7 Your responsibility

You need to nominate a system administrator to manage your Remote Backup service.

You are responsible for:

- (a) activating new user accounts, including deploying the software agent through the support centre application;
- (b) providing support to your users including product information, technical enquiries and training in connection with the Remote Backup service;
- (c) managing your users, including upgrading and downgrading plans and account suspension and/or cancellation; and
- (d) the Internet connection between your computer systems and our service platform; and
- (e) the provision of software to prevent viruses, trojans and other forms of malware, as that term is commonly understood.

If your computer system fails you must ensure that it is fully and properly restored (including re-installation of all relevant Service Software if applicable) before re-connecting or re-accessing our service platform.

We do not guarantee that the software for the Remote Backup service is compatible with other software that your users may have on your PC or Server. If the software is not compatible with other software that a user has, we may not be able to provide the Remote Backup service for that PC or Server.

3.5.8 Your data

We will delete the data on a Remote Backup service account after 35 days of you cancelling an account or your Remote Backup service.

If you delete a particular file, we will store that deleted file for a 35 days. After that period, we will not be able to restore the deleted file for you.

3.6 ViewFinder Mail Ginger – email marketing campaign management tool

We respect the privacy needs of our valued customers and members. This Privacy Policy outlines what specific information is gathered on the MailGinger site and how that information is used.

Maintaining the privacy of your information is of paramount importance to us as it helps foster confidence, goodwill and stronger relationships with you, our customers. If, at any time, you have

questions or concerns about our privacy practices, contact us on onlinesoftwareadmin@eircom.ie.

3.6.1 Information Collection and Use

MailGinger explicitly asks when we need information that personally identifies you ("Personal Information"). Your personal information is used to create your personal access to our email marketing product, and to contact you in the course of using this product. Demographic and profile data collected by **MailGinger** may be used to tailor this web site or any requested email communications, and to display information that is more relevant to you. **MailGinger** also compiles demographic and product use information, but in the aggregate format only, and may make that aggregate information publicly available. Under no circumstances will **MailGinger** make any personal information about an individual user available to anyone.

Your email address is used to only send you information that you have requested. As part of your use of our email marketing software, **MailGinger** allows you to elect to receive, or not receive, certain information from **MailGinger**. **MailGinger** adheres strictly to permission-based email policy. Except as mentioned above, **MailGinger** will not send you unsolicited email

information, commercial offers or advertisements. **MailGinger** will not sell, rent, or loan our contact lists or our customer's contact lists (including customer data) to any outside firms nor will **MailGinger** use customer contact lists for our own marketing purposes. All emails that you have requested will have an option to unsubscribe. Unsubscribe requests will be fulfilled and no further communications will be sent to users who have stated that they do not wish to receive the specified information.

3.6.2 Subscriber Lists, Campaign Content and Campaign Reports

MailGinger ensures that all subscriber lists, email content and reports remain private and confidential. **MailGinger** may scan the content of your campaigns to ensure it complies with our

Terms of Use — to protect against defamatory, inaccurate, abusive, obscene, profane, or threatening material that is racially or ethnically offensive. **MailGinger** will not sell, rent, loan or invite external access to a customer's contact lists. Nor will **MailGinger** themselves use customer's contact lists for any purpose.

3.6.3 Communications from the Site

3.6.3.1 Special Offers and Updates

We send all new users a welcoming email to verify their new account and confirm their password and username. Established users will occasionally receive information on products, services, special deals, and a newsletter. Out of respect for the privacy of our users we present the option to not receive these types of communications. Customers can unsubscribe via the unsubscribe mechanism at the bottom of each email.

3.6.3.2 Newsletter

If a user wishes to subscribe to our newsletter, we ask for contact information such as name and email address. Out of respect for our users privacy we provide a way to opt-out of these communications via the unsubscribe mechanism at the bottom of each email.

3.6.3.3 Service Announcements

On rare occasions it is necessary to send out a strictly service related announcement. For instance, if our service is temporarily suspended for maintenance we might send users an email. Generally, users may not opt-out of these communications, though they can deactivate their account. However, these communications are not promotional in nature.

3.6.3.4 Customer Service

We communicate with users on a regular basis to provide requested services and in regards to issues relating to their account we reply via email or phone, in accordance with the user's wishes.

3.6.3.5 Website Usage Information

We use your IP address to help diagnose problems with our server, and to administer our Web site. We do not link your IP address to any personally identifiable information. We use tracking information to determine which areas of our site are being visited by users based on traffic to those areas. **MailGinger** does not track what individual users read, but rather how often each page is visited. This helps us maintain a superior and informative website for you.

3.6.4 Security Technology

MailGinger has made a substantial investment in the latest server, database, backup and firewall technologies to protect our information assets. These technologies are deployed as part of sophisticated security architecture. All data resides in a tightly controlled, secure data centre. These investments mean that information about the identity and preferences of individual members is never accessible to anyone outside **MailGinger**. We will maintain safeguards to protect the security of these servers and your personally identifiable information.

3.6.5 Policy Modifications

We may change this Privacy Policy from time to time. If/when **MailGinger** makes changes to this privacy statement; we will highlight the changes on our website. We will post any changes here, so be sure to check back periodically. However, please be assured that if the Privacy Policy changes in the future, we will not use the personal information you have submitted to us under this Privacy Policy in a manner that is materially inconsistent with this Privacy Policy, without your prior consent.

3.7 eircom Installation & Support Services

PLEASE READ THE FOLLOWING INSTALLATION AND SUPPORT SERVICES TERMS AND CONDITIONS CAREFULLY. These terms (the "Terms") govern your use of any installation and support services provided either by telephone or computer (the Site, the installation and

support services are collectively referred to as the “Services”) provided by eircom Limited, its subsidiaries, affiliates, agents and/or contractors (“eircom,” “we” or “us”). By accessing, ordering or using the Services via telephone or online via the Site, you (“You” or “Your”) and other users of the Services (collectively, “Users”) agree to these Terms and the eircom Privacy Policy available at <http://www.eircom.net/about/privacy>. If You do not agree to these Terms, You may not access or use the Services.

3.7.1 Authorization to Access your Computer

You acknowledge that by your use of the Services you are authorizing eircom to access and control your computer for the purposes of services installation, diagnosis, service and repair.

In connection with delivering the services, eircom may download and use software, gather system data, take remote control of your computer and access or modify your computer settings. By accepting these terms, you hereby grant eircom the right to connect to your computer, download and use software on your computer to gather system data, repair your computer, take remote control of your computer and change the settings on your computer while performing the services. Other than as set forth in the warranty section below, you agree that eircom has no responsibility or liability under any circumstance at any time for any loss or harm that may arise from or may be related to the services.

3.7.2 Data Backup

Eircom does not provide data backup or restoration services as part of our installation and support services. You are solely responsible for maintaining and backing up all information, data, text or other materials (collectively “customer data”) and software stored on your computer and storage media before ordering the services. You acknowledge and agree that eircom or its referral partners have no responsibility or liability under any circumstance at any time for any loss or corruption of customer data, software or hardware that may arise out of the services.

Eircom does not provide backup copies or support installation of unlicensed software to customers. Please ensure that you have a licensed copy of all necessary software.

3.7.3 Scope of Services

You may initiate the Services via telephone or other means made available by eircom. eircom will use commercially reasonable efforts to deliver the Installation Service remotely within an acceptable period of time. Upon receiving the telephone call, eircom may provide certain portions of the Services via remote control session, online chat or e-mail. We may set forth limits to the personal technology we support. Certain Services may have minimum system requirements.

Installation services will be delivered between normal business hours only (Monday – Friday 9am – 5.50pm).

3.7.4 Warranty

The Installation Service may not be successful because the problem may be beyond our ability to resolve remotely. If we are not able to install the service on Your personal computer or resolve Your personal technology problem and You have complied with all Your obligations in these Terms, we will refund the fees paid for the Installation Services. Such refund shall only be provided if You request the refund on the same day the Services were scheduled to be delivered. Such request must be made by telephone. If you experience a problem with the installation or resolution we provided and you call us within five (5) days from the day you originally received the Services, we will use commercially reasonable efforts to try to resolve your problem at no additional charge but no refund will be provided. As set forth below, there are no other warranties for the Services.

3.7.5 DISCLAIMER OF WARRANTIES

You understand and agree that except as expressly set forth above, the services (including, without limitation, all advice, content, and software) are provided "as is," without warranty of any kind, either express or implied, including, without limitation, any warranties concerning the availability, accuracy, completeness, usefulness of the services, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. Eircom does not warrant that the services will be timely, secure, uninterrupted, error free, or successful in resolving your question or computer problem. Eircom makes no warranty that the services will meet users' expectations or requirements. No advice, results, content or materials whether oral or written, obtained by you from the services shall create any warranty. Any content or software that you access, download or use with the services is done at your own discretion and risk and you agree that you will be solely responsible for any damage that results from such activities.

Some jurisdictions do not allow the exclusion of certain warranties so the above limitations may not apply to you. Your statutory rights are not affected.

3.7.6 Use of Software and Tools

eircom may need to download and/or run software on Your personal computer to help install services or diagnose and resolve Your personal technology problem. eircom uses several types of software: the first type provides allows eircom to remotely control Your computer and install services, modify its settings or software, and the second type generally consists of applications relevant to the services you have ordered and may need to be installed on Your personal computer and other tools to improve computer performance and help resolve Your personal technology problem.

You acknowledge and agree that use of all eircom software and third party software and tools (“accessed, downloaded or otherwise provided or made available with the Services (collectively “Software”) are subject to the license agreements that may appear or be referenced when You access or download the Software. You may not access, download or use any Software without agreeing to the terms and conditions of the license agreements without modification. You agree that we may download and utilize Software from third party web sites and accept any applicable license agreements on your behalf. You acknowledge and agree that we may download and install trial versions of Software that will expire and cease to function after a certain period of time (usually thirty days) unless you purchase a license to continue using such Software. You may use the eircom software only in connection with the Services and for no other purpose. You agree that we may, but are not obligated to, remove any Software downloaded to your computer during the Services after we have completed or terminated the Services.

3.7.7 Customer Responsibilities

You must cooperate with eircom and promptly respond to our requests for information and comply with our requests to take actions to provide Installation Services on Your personal computer or resolve Your personal technology problem. You consent to the downloading and use of Software on Your personal computer and accept all applicable license agreements for the Software.

3.7.8 Monitoring of the Services

We may, but have no obligation to, monitor and record the Services, including telephone calls and online sessions for purposes of improving customer service, internal training and internal market research. You acknowledge and agree that we do retain the right to monitor and record the Services and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Services properly, or to protect ourselves and/or our Users. Please see our Privacy Policy for further details.

3.7.9 Registration, Passwords and Security

In order to use certain Services, we may require that You register. During the registration process, You may be asked to designate, or we may designate for You, a user name and password. You are responsible for maintaining the confidentiality of any password or account information You receive from eircom, and are responsible for all activities that occur using that password or other account information. You must notify eircom immediately upon learning of any unauthorized disclosure or use of Your password or other account information. eircom has no liability for any unauthorized use of the Services under Your account or on Your computer.

3.7.10 Service Availability

The Services may not always be available in Your time zone or geographic location. The Services may not always be available due to system maintenance or Internet service disruptions.

3.7.11 Use of the Services

Your use of the Services is only for personal and noncommercial purposes on Your personal technology, and not for resale or transfer to others. You may not sell, lease or rent access to or use of the Services. You may not allow manufacturers, suppliers or vendors of Your personal support technology, or providers of services relating to such technology, to access or use the Services.

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3.7.12 Restrictions

You shall not: (a) "mirror" any Content on the Site on any other server without eircom's prior express written permission, (b) use the Service for any illegal purpose, (c) misuse, abuse or make any unauthorized use of any property, network, website, personnel or equipment of eircom or its customers or its suppliers, including but not limited interfering with or otherwise disrupting networks connected to the Service, (d) engage in any activities or actions in connection with the Services that infringe or misappropriate the intellectual property rights of others, including without limitation, copyright, patent, trademark, trade secret and confidential information, (e) engage in any activities that violate the personal privacy or publicity rights of others; (f) access, monitor or use data, traffic, computers, systems, facilities or networks provided with or accessible from the Services, without proper authorization, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; (g) send unsolicited commercial messages, advertising, informational announcements or communications in any form ("SPAM") in connection with the Services; or (h) interfere with the Services or any system, service, network, or person accessible from the Services, including without limitation deliberate attempts to overload a system by the multiple postings of messages.

3.7.13 Modifications to the Services

We reserve the right, for any reason, in our sole discretion and without notice to You, to modify, terminate, change, suspend or discontinue any and all aspects of the Services, including Content, Software, features and/or hours of availability, and we will not be liable to You or to any third party for doing so.

3.7.14 Security

While we use reasonable security measures to deliver the Services, You understand and acknowledge that no data transmission over the Internet can be guaranteed to be 100% secure and in any event we cannot guarantee that any personal information You submit to us will be free from unauthorized intrusion.

3.7.15 Submissions

All comments, feedback, information (other than your personally identifiable information or billing information) or materials submitted to eircom ("Submissions") shall be considered non-confidential and eircom's property. By providing such Submissions to eircom, You agree to assign to eircom, at no charge, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Submissions. eircom shall be free to use and/or disseminate such Submissions on an unrestricted basis for any purpose. You acknowledge that You are responsible for the Submissions that You provide, and that You have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality and copyright. Any or all Submissions You provide in connection with the Services may be purged periodically in eircom's sole discretion.

3.7.16 International Use

You agree to comply with all applicable laws and regulations whether national, E.U. or international.

3.7.17 Proprietary Rights

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Section 4 - Service Levels

4.1 What are our service levels?

Unless a service level exclusion applies, we aim to meet the service levels for your service. You acknowledge that our service levels are targets only and we will not be responsible for failing to meet them.

The table summarises the service levels for each service:

Service	Service availability target
Microsoft Communications Services	
Microsoft Exchange	99.9%
Microsoft SharePoint	99.9%
Microsoft OCS Standard	tbc
Security Applications	

Mozy PC/Notebook backup	99.0%
McAfee ToPS	n/a
Business Applications	
Microsoft Dynamics CRM	99.9%
ViewFinder Mail Ginger	99.0%
Installation Services	
eircom Installation services	n/a

4.2 Service level exclusions

We will not be liable for failure to meet a service level where:

- (a) the failure is caused by you or as a result of your breach of an obligation;
- (b) you fail to follow our reasonable directions; or
- (c) where you do not provide us with full and accurate information about the incidents that you report to us.

We may charge you, and you agree to pay, our reasonable costs incurred in identifying, examining and rectifying any of the following faults:

- (a) faults resulting from interference caused by you or any person accessing your service using your password or access key or by your invitation;
- (b) faults caused by your negligence or the negligence of any person accessing your service using your password or access key or by your invitation;
- (c) faults due to wilful damage to your service by you or any person accessing your service using your password or access key or by your invitation;
- (d) faults as a result of your software being incompatible with the service; or
- (e) faults with your equipment that have not been caused by us.

4.3 Outages

From time to time, we may need to implement an emergency or planned outage to perform urgent or maintenance work. The eircom Online Software portal and your eircom Online Software applications will not be available during an outage. We aim to provide you with as much notice (through the eircom Online Software portal) as possible before an emergency outage.