

eircom Online Software Portal - Terms of Use

1. You have chosen to acquire services offered in the eircom Online Software portal, a platform which facilitates the provisioning, management and delivery of on-demand software applications and services.
2. Our eircom Online Software Terms and Conditions (our “Customer Terms”) set out the terms for the Services. They are available on <http://business.eircom.net/onlinesoftware/termsandconditions>. We will send you a summary of Our Customer Terms for your information, and you consent to us providing this summary to you via email to the email address you provided to us. Please note that there are terms specifically relating to the Services that do not appear in the summary. It is important that you review Our Customer Terms carefully. The pricing for the Services is set out within the eircom Online Software portal at <http://eircom.onlinesoftware.ie>.
3. Our Privacy Statement sets out how your personal information is collected, used and disclosed. You can obtain a copy of eircom’s Privacy Statement on <http://www.eircom.net/about/privacy>. We may tell you about your services by any means.
4. Under Our Customer Terms, we may change the terms and charges for your Services. The summary sets out how we do this.
5. An Acceptable Use Policy applies to your use of the Services and is available for review at www.eircom.net/policy/. Use of the eircom Online Software Portal constitutes acceptance of eircom’s Acceptable Use Policy.

Ordering essentials

6. Your submission of an order does not constitute an offer and does not guarantee that we will supply the Services to you. The provision of some Services will be subject (without limitation, amongst other things) to the particular terms of that Service, your eligibility for that Service, its availability to you and you meeting any credit requirements.
7. Your order must contain the ordering information specified in the On-line Order Form. The information contained in your order must be accurate and complete.
8. Once you have submitted an order form, we will send you an email confirming your order and providing a reference number for your order. You must retain a copy of the reference number and must quote the reference number to us if we ask you to do so.

Changing or cancelling your order

9. You may in certain circumstances be able to change your order online, otherwise you must notify us immediately if you wish to change any information provided to us in your order. We will endeavour to supply the Services in accordance with the updated order, where reasonably possible.
10. You may cancel your order at any time by notification to us in writing. If you do this we may charge you any reasonable direct costs we incur in preparing to provide the Services to you.

Management of your Services

11. The following restrictions to apply to your ability to manage your Services through the eircom Online Software portal:

- (a) You can suspend Services automatically in the eircom Online Software portal, but you cannot de-activate Services automatically in the eircom Online Software portal. This is to prevent accidental cancellation and loss of data. To request the cancellation of a Service, you will have to contact an eircom Online Software portal representative to confirm cancellation of the Service with follow-up confirmation from you, in writing.
- (b) In some cases, service management and service configuration must be performed via the service vendor's own management portal. As eircom does not have control over that portal, it will not be responsible for that portal or the interface between eircom Online Software portal and the portal.