

## Terms and Conditions of the eir Mobile BlackBerry® BIS, BES & BES Express Service

1. The following terms and conditions of the eir Mobile BlackBerry® Service (“the Service”) are in addition to the terms and conditions of the eir Mobile service and any other applicable eir Mobile terms and conditions, including but not limited to relevant bill pay price plan terms and conditions. In the event of any conflict these terms and conditions will prevail. Sign up for the Service constitutes acceptance of these terms and conditions.
2. The Service is available across all tariff plans, with the appropriate add on and with which customers must use a Blackberry® device.
3. The Service allows use of the Blackberry® Internet Service (“BIS”) which provides access to BlackBerry® supported data services including email, external websites, BlackBerry Messenger, social networking apps and instant messaging. The service also includes BlackBerry Enterprise Server and, BlackBerry Enterprise Server Express.
4. The charge for the Service is a monthly charge of €12.50 ex VAT (“the „Charge”) for provision of BIS and BES Express, and €18.50 ex VAT for BES, which is applied to the customer’s bill each month. The charge applies in respect of all data transmitted and received using the Service, to a limit of 1GB. If the customer exceeds this limit, any internet or data usage will be charged according to the customer’s price plan.
5. The BlackBerry® browser icon or any specific application browser icon loaded on the customer’s device must be used to access the internet to ensure data usage is taken out of the data allowance under the Service. A chargeable session under the Service starts when a customer first connects to the Service and ends when a customer disconnects from the Service.
7. The Charge and data limit do not include data usage when roaming. eir Mobile standard data roaming rates and relevant terms and conditions will apply to any such usage. The Service does not include VoIP or data sharing and any such usage may be charged for in accordance with standard eir Mobile data rates.
8. In addition to these terms and conditions, RIM standard terms and conditions associated with the use of BlackBerry® from eir Mobile and the BlackBerry® Internet Service and other associated products will also apply to use of the Services
9. BlackBerry®, RIM®, Research In Motion®, SureType®, SurePress™ and related trademarks, names and logos are the property of Research In Motion Limited and are registered and/or used in the U.S. and countries around the world, under license from Research In Motion Limited.
10. eir Mobile makes no representation or warranty and accepts no liability in relation of performance of BlackBerry services.
11. eir Mobile reserves the right to vary or withdraw in whole or in part these terms and conditions or the Service generally or in respect of an individual customer at any time without further notice.