eVision

eVision Offering	ex vat	inc vat
eVision Essential (Base Pack) (4) (5)	€13.82	€17.00
e Vision Experience (Extended Pack)(6)	€6.50	€8.00
Multiroom	€4.06	€5.00
Premium Add Ons		
Sky Sports	€24.39	€30.00
Sky Movies	€19.51	€24.00
Sky Sports & Movies	€32.52	€40.00
Setanta & BT	€13.01	€16.00
HD	€4.06	€5.00

1 eFibre Broadband is required to receive eVision.

- 2 The inclusive of VAT price is rounded using standard rounding to two decimal places and is shown for information purposes only.
- **3** For eVision Essential and eVision Experience channel information see www.eircom.ie/evision.
- **4** Price excluding any bundle discount that may apply when in a Dual / Triple / Quad Play Bundle.
- **5** For existing customers who signed up before 1st October eVision Essential remains at €15.00 (inc vat).
- **6** For existing customers the eVision Experience price increase is effective from 5th November 2014.

1. DEFINITIONS AND INTERPRETATION

1.1 Terms not herein defined shall have the meaning ascribed to them in the General Terms. In these Terms, unless the context otherwise requires:

Additional Services: subject to availability and Customer's eligibility any additional television services which may be provided by eircom to you over the eircom Network at your Home, including but not limited to the Extended Pack, the HD Channels Pack, the Premium Channels Pack and the Multiroom Services.

Basic Pack: the basic pack of Channels offered from time to time to the Customer at <u>www.eircom.net/tv/channels</u> and currently advertised as "eVision Essentials". Unless stated otherwise the Basic Pack does not include the Extended Pack, the HD Channel Pack or the Premium Channel Pack or any bonus or additional channel or service or any Additional Services.

Broadband Terms: eircom's standard terms and conditions for broadband.

Bundle: a bundle consisting of eircom products including but not limited to telephone, broadband, television and mobile products and services.

Business Day: a day (other than a Saturday, Sunday, Good Friday or a public holiday) when the banks are open for business in Ireland.

Channels: the channels which are retransmitted by eircom and which may be included in the Basic Pack, the Extended Pack, the HD Channels Pack or in the Premium Channels Pack.

Charges: the charges, prices and rates which are set out in the Price List payable by the Customer for the Service in accordance with Clause 3.

eircom Equipment: equipment including but not limited to the PVR Set Top Box and where applicable the Multiroom Service Set Top Box (including any software embedded in or run on such equipment) owned or licensed by eircom and placed at the Customer's Home by eircom for provision of the Service.

eircom Network: eircom's telecommunications network.

Effective Date: the date the first Order comes into force.

eircom: eircom Limited, a company incorporated in Ireland (registered number 98789) with a registered office at 1 Heuston South Quarter, St. John's Road, Dublin 8.

Extended Pack: any additional Channels not included in the Basic Pack, the HD Channel Pack and the Premium Channel Pack listed at <u>www.eircom.net/tv/channels_and</u> currently advertised as "eVision Experience" and which may be changed by eircom from time to time.

General Terms: eircom's general terms and conditions, as set out in the eircom Price List at <u>www.eircom.ie/pricing</u>.

HD Channels Pack: any channels provided in High Definition format.

Home: the private household /dwelling /residential premises which eircom agrees to provide the Services or any Additional Services to the Customer.

Intellectual Property Rights: all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or not), and all applications for the same which may now, or in the future, subsist anywhere in the world.

Minimum Period of Service: the minimum duration of the Service being eighteen (18) months commencing on the Operational Service Date.

Multiroom Service: the provision of up to two additional non-PVR Set Top Boxes for an additional Charge showing the Service at your Home.

Operational Service Date: the date on which the Service is first made available by eircom to the Customer in accordance with Clause 3.

Order(s): the Customer's order for the Service.

Premium Channels Pack(s): any premium channels, packs and services provided by eircom to the Customer.

Price List: the list which sets out the Charges for the Services and any Additional Services published on <u>www.eircom.net/tv/channels</u>.

PVR: eircom Equipment that allows Customer to record video in a digital format to a disk drive on your Set Top Box, which enables video capture and playback to and from disk.

Service: the provision of the Basic Pack to the Customer.

Set Top Box: an authorised digital decoder which delivers the Service to the Customer at their Home.

Terms: these terms and conditions.

VAT: value added tax chargeable by virtue of the Value Added Taxes Consolidation Act 2010.

2. GENERAL

These Terms are in addition to the General Terms, eircom's terms and conditions for Telephone Service (where applicable), your Broadband Terms and eircom's Acceptable Usage Policy ("AUP") available at <u>www.eircom.net/policy</u> (together the "Other Terms"), the Order and all constitute a legally binding agreement (the "Agreement") between eircom ("**we/us/eVision**") and the customer ("**you/Customer**"). In the event of any conflict between the General Terms, the Other Terms and these Terms, these Terms shall prevail.

3. SUPPLY OF THE SERVICE

- 3.1 In consideration for the payment of the Charges by you, eircom agrees to provide you with the Service in accordance with the terms of the Agreement.
- 3.2 The Service shall have a Minimum Period of Service commencing on the Operational Service Date. eircom will provide the Service to you with effect from the Operational Service Date which date, unless otherwise agreed by eircom, is an estimate only and time shall not be of the essence.
- 3.3 eircom reserves the right at all times to suspend the Service
 - 3.3.1 in an event of an emergency or where you are in breach of the Agreement;
 - 3.3.2 subject to providing you with reasonable advance notice, to:
 - 3.3.2.1 change the technical specification of the Service, or any part thereof, being provided by eircom to you, provided that any change to the technical specification will not materially decrease or impair the scope or the performance of the Service; and
 - 3.3.2.2 change the Service as may be necessary to comply with applicable laws or health and safety requirements.

- 3.4 In order for you to receive the Service you must ensure that the eircom Equipment is always connected to your eircom fibre broadband service. In order for you to receive the Service you must give us the details of the telephone line used by you for receipt of the Service and you must allow us to collect information and data, (including your telephone number) through this line and your eircom Equipment in order for us to provide the Service to you. Where such information is Personal Data (as defined in the General Terms) eircom will hold and process such data in accordance with Clause 11 of the General Terms. You must tell us immediately if the line or number changes for any reason. The maximum broadband speed you may receive when receiving the Service is 50 MBPS.
- 3.5 The Service and the eircom Equipment are provided to you at your Home for private, domestic, residential and non-commercial use only. The Service cannot be sold or resold for money, for personal gain or for profit. The Service must not be accessible, in a communal viewing area, public area or in a public or commercial premises even if no charge is made to the general public. In the event you are found to be breach of this Clause eircom reserves the right to disable, alter, suspend or terminate the provision of the Service with immediate effect.
- 3.6 The Service that eircom provides to you may change from time to time as the provision of the Service is variable and eircom cannot guarantee the availability of any particular channel or programme which forms part of the Service. This may occur for reasons beyond eircom's control, including but not limited to decisions of programme providers, technical difficulties, for reasons that we were not aware of nor could not have foreseen at the time the programme was advertised or scheduled, if we believe it will improve the Service or for commercial reasons. eircom shall not be liable to you for any changes, lack of availability or failure to transmit any advertised television programme or channels or to do so at the advertised time. Therefore the Service including any Television programme contents, channels, channel packages, programming, programming schedules, channel broadcast hours, channel allocations, and transmission times may change from time to time or channels or television programme may no longer be available.

4. PAYMENT, BILLING AND SET OFF

- 4.1 The Charges for the Service shall be those that are set out in the Price List. In the event you do not subscribe to a PSTN telephone line we reserve the right to charge you an additional Charge for the Service, as may be set out in the Price List. The Charges are exclusive of VAT and shall be included in the invoice for your Bundle. eircom will invoice the Charges in Euro at monthly intervals. Amounts due for the Charges shall be billed in arrears.
- 4.2 In order to receive the Service and any Additional Services you shall pay the Charges together with any VAT and any other taxes by direct debit in accordance with Clause 2.6(a) of the Broadband Terms.
- 4.3 eircom may, at its discretion, add interest charges to any past due amounts in the manner and at the rates set out in Clause 7.7.2 of the General Terms. You will promptly notify eircom in writing of any disputed invoice or amount and provide eircom with all information relevant to the dispute, PROVIDED THAT any disputed invoice or amount must be brought to eircom's attention in accordance with Clause 7.9 of the General Terms. On resolution of the dispute the agreed amount, if any, shall be paid immediately and in any event not later than twenty eight (28) Business Days after the resolution of the dispute.
- 4.4 In addition to the provisions set out in Clause 3.4, in the event that a payment due to eircom from you following the issue of an invoice pursuant to Clause 3.2 has not been received by eircom after fourteen (14) days of the date of issue, eircom reserves the right to suspend the provision of the Service in accordance with Clause 7.10 of the General Terms until payment is made by the Customer in full.
- 4.5 In accordance with Clause 7.7 of the General Terms and without prejudice to any other right or remedy it may have, eircom may set off any payment owed to it by you in accordance with this Agreement against any amount owed by eircom to you, whether in connection with this Agreement or any other agreement in place between eircom and you.

- 4.6 eircom may, at its sole discretion, where it has any reasonable concern as to the ability of you to meet your payment obligations pursuant to Clause 4.2, at any time, require full, or partial, payment of the Charges prior to supply of the Service or to require the provision of security for payment by you in a form acceptable to eircom.
- 4.7 Any extension of credit allowed by eircom to you may be changed or withdrawn at any time at the discretion of eircom, upon eircom giving reasonable prior written notice to you.
- 4.8 eircom reserves the right to review and amend the Charges for the Service. If the cost to eircom of providing a Service or any Additional Services changes to a material extent, eircom shall have the right to amend the Charges at any time by giving notice to you, such notice setting out details of the:
 - 4.8.1 reasons for the change in the cost of providing the Service; and
 - 4.8.2 change to the Charges and the date the change will take effect.

5. WARRANTIES

- 5.1 Each of us warrants to the other its full capacity and authority to enter into and to perform the Agreement in accordance with its terms.
- 5.2 eircom warrants to you that it shall perform the Service with reasonable skill, care and diligence through appropriately experienced, qualified and trained personnel.
- 5.3 eircom does not warrant that the Service or any Additional Services will be interrupted or error free and for the avoidance of doubt eircom does not provide defined service levels for the provision of the Service or any Additional Services.

6. CUSTOMER OBLIGATIONS

- 6.1 You shall:
 - 6.1.1 co-operate with eircom in all matters relating to the provision of the Service;
 - 6.1.2 provide eircom with any information reasonably required by eircom in connection with the provision of the Service;

- 6.1.3 obtain all necessary permissions and consents which may be required before the commencement of the Service;
- 6.1.4 obtain and maintain at all times a valid television licence;
- 6.1.5 comply with such other requirements as may be notified by eircom from time to time;
- 6.1.6 subject to Clause 7.8, accept that it is illegal to copy, distribute copies, show in public or rebroadcast any part of the Service including any television programmes or Channels as provided to you as part of the Service without the consent of the copyright owner;
- 6.1.7 indemnify and hold harmless eircom, its officers, Affiliates, employees, agents and their sub contractors against any liability arising from any or all claims by any third party arising out of the your use of the Service including actual or claimed copyright infringement or breach of Intellectual Property Rights and these Terms by you or any other person; and
- 6.1.8 in circumstances where eircom requires access to your Home for the installation, review, maintenance, support, repair or removal of the eircom Equipment, you will at your own cost, and before the commencement of any installation works by eircom:
 - (a) obtain all necessary rights and consents for eircom, including, but not limited to access rights;
 - (b) provide a suitable and safe working environment; and
 - (c) provide any electricity and telecommunication connection points reasonably required by eircom.

If you fail to provide any of the facilities listed in this Clause 6.1.8, eircom reserves the right to charge the cost of any abortive work or time spent trying to access your Home.

- 6.2 If eircom's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by you or failure by you in performing any relevant obligation (a "Customer Default"):
 - 6.2.1 eircom shall without limiting its other rights or remedies have the right to suspend performance of the Service until you remedy the Customer Default;
 - 6.2.2 eircom shall not be liable for any costs or losses sustained or incurred by you arising from a Customer Default; and
 - 6.2.3 you shall reimburse eircom on written demand for any costs or losses sustained or incurred by eircom arising directly or indirectly from a Customer Default.

7. EIRCOM EQUIPMENT

- 7.1 eircom will provide you with the eircom Equipment so that you can receive the Service. You agree that all eircom Equipment supplied by eircom to you shall at all times be and remain as between eircom and you the exclusive property of eircom.
- 7.2 You shall keep, maintain and insure the eircom Equipment in good condition and in accordance with the eircom's instructions as notified in writing to you from time to time and you shall not dispose or use the eircom Equipment other than in accordance with eircom's written instructions or authorisation.
- 7.3 You must not use the eircom Equipment for any other purpose and must comply with all manufacturers' instructions and any reasonable instructions that eircom may give you regarding the use of the eircom Equipment.
- 7.4 In order for you to receive the Service you must ensure your television is connected to the Set Top Box. You may connect speakers to the Set Top Box however you shall not connect any other device, mechanism, computer, or electronic link to the eircom Equipment (including the Set Top Box) which may damage or cause interference with the eircom Equipment. Any such form of interference with the eircom Equipment by you shall be a material breach of this Agreement and eircom shall be entitled to terminate this Agreement with immediate effect in accordance with Clause 10.
- 7.5 You shall be liable to eircom for any loss of or damage to the eircom Equipment, except where the loss or damage is due to fair wear and tear or is caused by eircom or any person acting on eircom's behalf.
- 7.6 Where you have been provided with a PVR Set Top Box and unless you are otherwise notified, you may record certain linear programming for private and domestic use for the sole purpose of enabling the programming on the Service to be viewed at another time by you at your Home. Where you cancel or terminate the Service you will no longer be able to access recordings of the Service.
- 7.7 Upon expiry, termination or cancellation of this Agreement you shall within fourteen (14) days return the eircom Equipment to us. In the event you do not return the eircom Equipment to us we reserve the right to charge you an unrecoverable equipment charge of €150 for PVR and €100 for Multiroom Service Set Top Box or as otherwise provided in the Price List.
- 7.8 eircom does not warrant that the operation of your Set Top Box will be uninterrupted or error free. Where eircom finds that your Set Top Box is found to be faulty we will send you a replacement Set Top Box and you shall return the faulty Set Top Box to eircom in accordance with Clause 7.6.

8. FORCE MAJEURE

- 8.1 In addition to the force majeure events set out in the General Terms eircom shall not be liable for performance of its obligations caused by or resulting from, which shall include, but not be limited to, events which are unpredictable, unforeseeable, irresistible and beyond eircom's control, such as any extreme severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, satellite or technical failure, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest (but only to the extent that the impact of such strikes or other labour unrest are significant, regional or national), civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned party (a "Force Majeure Event").
- 8.2 eircom shall not be liable to you for any loss, damage, expenses, injury or death whatsoever arising or resulting from a Force Majeure Event.

9. DISPUTE RESOLUTION

Unless otherwise stated in these Terms all disputes shall be resolved in accordance with Clause 7.9 of the General Terms and in accordance with Clause 2.7 of the Broadband Terms.

10. TERM AND TERMINATION

- 10.1 The Agreement shall commence on the Effective Date and shall remain in force until the expiry of the Minimum Period of Service, expiry of your Bundle, or has been terminated in accordance with the provisions of this Agreement.
- 10.2 In addition to termination rights in the General Terms eircom may immediately by notice terminate this Agreement if one of the following events occurs:
 - 10.2.1 you commit a material breach of Clauses 3.5 and 6.1.6 of the Agreement; or
 - 10.2.2 other than a breach of Clauses 3.5 and 6.1.6 you commit a material breach of the Agreement and you have failed to cure such breach within five (5)Business Days after eircom has given you notice of the default; or

- 10.2.3 you are deemed bankrupt or you enter into liquidation, whether compulsory or voluntary, other than for the purposes of amalgamation or reconstruction, is the subject of a winding up petition or has a receiver or manager appointed over all or any of its assets; or
- 10.2.4 a Force Majeure Event continues for more than thirty (30) days.
- 10.3 You may cancel / terminate the Service outside the Minimum Period of Service by giving eircom one (1) month's notice in writing. eircom may agree to accept cancellation / termination of the Service outside of the Minimum Period of Service without the need for one (1) months' notice in which case you will be obliged to pay to eircom an early cease charge of in lieu of notice.
- 10.4 In the event you cancel / terminate the Service during the Minimum Period of Service an early cease charge will apply. For the avoidance of doubt this is in addition to any Charges under Clause 7.7 above.
- 10.5 In the event you terminate your Bundle the terms and conditions applicable to your Bundle in respect of Charges applicable upon termination of the Bundle or of any of its components shall supersede the termination Charges outlined in Clause 10.3 above, and shall be payable by you in place of those Charges.
- 10.6 You may cancel the Service and terminate the Agreement at any time, and the Minimum Period of Service will not apply, in the following circumstances:
 - 10.6.1 if we change these Terms in accordance with Clause 13;
 - 10.6.2 if we significantly reduce the content of the Service you may terminate this Agreement by giving us one (1) month's notice within thirty (30) days of such change.
- 10.7 Upon termination of the Agreement:
 - 10.7.1 the rights of the parties accrued up to the date of such expiry or termination shall remain unaffected;
 - 10.7.2 you shall co-operate fully with eircom to recover the eircom Equipment;
 - 10.7.3 if eircom terminates the Agreement for a material breach by you, you shall be liable to pay to eircom the balance of the Charges;
 - 10.7.4 eircom shall have an automatic right to the Charges for the Service up to and including the date of termination.

11. LIMITATION OF LIABILITY

eircom's liability to you under the Agreement for the provision of the Service or any Additional Services will be in accordance with Clause 10 of the General Terms.

12. NOTICES

All notices given under this Agreement shall be given in accordance with Clause 11.2 of the Broadband Terms.

13. ASSIGNMENT

- 13.1 The Agreement is personal to you. You may not assign this Agreement without the prior written consent of eircom. eircom may assign, novate or create security over this Agreement to any eircom group company or to any third party without your consent.
- 13.2 eircom may subcontract the performance of any of its obligations under the Agreement, but without relieving eircom from any of its obligations to you. You agree and understand that eircom may need to interact directly with a subcontractor for the delivery of the Service.

14. VARIATION

eircom retains the right to amend, modify or substitute these Terms at any time and we will notify you in writing thirty (30) days in advance of making any material changes to these Terms. Any such modification, amendment or substitution shall also be posted on our website at <u>www.eircom.ie/evision</u>. You have the right to withdraw from this Agreement without penalty if you do not accept the modification, amendment or substitution. If you do not object to the modification, amendment or substitution by giving notice to us within thirty (30) days, the new Terms shall then become applicable to you.

15. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with the laws of Ireland and the Courts of Ireland will have non-exclusive jurisdiction.

16. ENTIRE AGREEMENT

The Agreement supersedes all prior oral or written agreements or understanding between the parties and constitutes the entire agreement with respect to the subject matter.

eVision Terms and Conditions for Additional Services

The terms and conditions for Additional Services (the "Additional Services Terms") are in addition and subject to the terms and conditions for the Services as set out above (the "**eVision Terms**"). Any terms used and not herein defined have the same meaning as given to them in the eVision Terms. In the event of a conflict between the, Terms, the eVision Terms and these Additional Services Terms, these Additional Services Terms shall take precedence.

EXTENDED PACK

For an additional Charge you can subscribe to the Extended Pack which allows you to receive and watch additional Channels ("Extended Pack Channels") at your Home. The Extended Pack Channels are set out at <u>www.eircom.net/tv/channels</u>

- To avail of the Extended Pack you must have the Service. The Service must remain in force in order for you to receive the Extended Pack. If the Service is terminated for any reason in accordance with the eVision Terms then the Extended Pack will be automatically terminated at the same time.
- The Charges for the Extended Pack is set out in the Price List and will be collected in accordance with the eVision Terms. We can change the Charges for the Extended Pack in accordance with the eVision Terms.

- 3. The Minimum Period of Service for the Extended Pack is one (1) month from the Operational Service Date for the Extended Pack. The Operational Service Date for the Extended Pack is the date the Extended Pack is activated by eircom in order for you to receive the Extended Pack.
- 4. The Extended Pack can only be viewed at your Home.
- 5. You acknowledge and accept that the Channels in the Extended Pack can be changed or varied from time to time by eircom.
- 6. You may cancel / terminate your subscription to the Extended Pack by giving eircom one (1) month's notice in writing.
- 7. Where you cancel or terminate your subscription to the Extended Pack you will no longer be able to access any recordings of programmes from the Channels on the Extended Pack.

MULTIROOM SERVICE

- For an additional Charge the Multiroom Service allows you to receive and watch the Service on up to a maximum of two (2) additional non-PVR Set Top Boxes in additional rooms at your Home.
- 2. To avail of the Multiroom Service you must have the Service. The Service must remain in force in order for you to receive the Multiroom Service. If the Service is terminated for any reason then the Multiroom Service will be automatically terminated at the same time. In the event you terminate the Service during the Minimum Period of Service for the Multiroom Service an early cease charge will apply for the termination of the Multiroom Service.
- 3. The Charges for the Multiroom Service is set out in the Price List and will be collected in accordance with the eVision Terms. We can change the Charges for the Multiroom Service in accordance with the eVision Terms.
- 4. The Minimum Period of Service for the Multiroom Service is eighteen (18) months from the Operational Service Date for the Multiroom Service. The Operational Service Date for the Multiroom Service is the date the additional eircom Equipment is activated in order for you to receive the Multiroom Service.

- 5. The Multiroom Service can only be viewed at your Home.
- 6. The Channels in the Multiroom Service cannot be different to the Channels in the Service which you subscribe to.
- 7. You may cancel / terminate the Multiroom Service outside the Minimum Period of Service for the Multiroom Service by giving eircom one (1) month's notice in writing. In the event you cancel / terminate the Multiroom Service during the Minimum Period of Service an early cease Charge of one hundred euros (€100) will apply. In accordance with Clause 7.6. of the eVision Terms in the event you do not return the non-PVR Set Top Box(es) we reserve the right to charge you an unrecoverable equipment charge of one hundred euros (€100) or as otherwise provided in the Price List.

HD CHANNEL PACK

- 1. For an additional Charge the HD Channel Pack allows you to receive and watch HD channels ("HD Channels") at your Home. The HD Channel Pack is set out at <u>www.eircom.net/tv/channels</u>.
- 2. The provision of the HD Channel Pack by eircom to you is subject to availability and eligibility as it may not be available in all areas.
- 3. In order to view the HD Channel Pack the Customer must have a HD compatible TV.
- 4. To avail of the HD Channel Pack you must have the Service. The Service must remain in force in order for you to receive the HD Channel Pack. If the Service is terminated for any reason then the HD Channel Pack will be automatically terminated at the same time.
- 5. The Charges for the HD Channel Pack is set out in the Price List and will be collected in accordance with the eVision Terms. We can change the Charges for the HD Channel Pack in accordance with the eVision Terms.
- 6. The Minimum Period of Service for the HD Channel Pack is one (1) month from the Operational Service Date for the HD Channel Pack. The Operational Service Date for the HD Channel Pack is the date the HD Channels are activated by eircom in order for you to receive the HD Channel Pack.
- 7. The HD Channels can only be viewed at your Home.

- 8. You may cancel / terminate the HD Channel Pack by giving eircom one (1) month's notice in writing.
- 9. RTÉ TWO HD (together with any other Channels provided in HD format by RTÉ) is not subject to the payment of a Charge.
- 10. You acknowledge and accept that the HD Channels your HD Channel Pack can be changed or varied from time to time by eircom.
- 11. Where you subscribe to the Extended Pack, in addition to your HD Channel Pack you will receive where available additional HD versions of the Channels in the Extended Pack (the "Extended HD Channel Pack"). In the event you cancel or terminate your subscription to the Extended Pack, the HD Channel Pack and or to the Service, you will no longer be able to access the Extended HD Channel Pack.

PREMIUM CHANNEL PACKS

- 1. For an additional Charge a Premium Channel Pack allows you to receive and watch premium Channels comprising of either sports and / or movie Channels at your Home (the "Premium Channels"). The Premium Channels are not available individually and are in included in various Premium Channel Packs at <u>www.eircom.net/tv/channels</u>.
- 2. To subscribe and receive a Premium Channel Pack you must have the Service. The Service must remain in force in order for you to receive the Premium Channel Pack. If the Service is terminated for any reason then the Premium Channels you have subscribed to will be automatically terminated at the same time.
- 3. The Charges for each Premium Channel Pack are set out in the Price List and will be collected in accordance with the eVision Terms. eircom can change the Charges for each Premium Channel Pack in accordance with the eVision Terms.
- 4. The Minimum Period of Service for a Premium Channel Pack is one (1) month from the Operational Service Date for the Premium Channel Pack. The Operational Service Date for a Premium Channel Pack is the date the Premium Channels in the Premium Channel Pack are activated by eircom in order for you to receive the Premium Channel Pack.
- 5. The Premium Channels can only be viewed at your Home for private, domestic, residential and non-commercial use only.