



## **48 Mobile Services Terms & Conditions**

This agreement is the complete agreement between you and us and is governed by Irish law. We both agree to bring any legal actions about the Terms and Conditions in an Irish court.

We can transfer this agreement to another party at any time. You may not transfer this agreement to another party unless we have agreed in writing beforehand. No other person may benefit from this agreement.

If either of us delays or fails to enforce our rights under this agreement this will not prevent either of us from taking further action.

If any of the terms of this agreement are not valid or enforceable this will not affect the other terms. We may replace any term of this agreement that is not valid with a similar term that is.

### **Explanation of certain words used in the Terms and Conditions**

"Account" means your account for the 48 Services which records details of your use of the 48 Services.

"Age Restricted Services" means services of an adult nature that are generally specified for use by people aged 18 or over.

"Charges" means the charges and tariffs for 48 Services we publish on [www.48.ie](http://www.48.ie). Charges may cover fixed recurring charges, usage charges one-off charges, other applicable charges, and charges for Third Party Services.

"Mobile Equipment" means your mobile phone or other equipment and the SIM Card used to access the 48 Services.

"Network" means the mobile communications

#### **1. Your right to cancel**

In accordance with your statutory entitlements you have a 14 day right to cancel an agreement for 48 Services or goods bought by you. Your cancellation period will expire 14 days after you buy your first 48 plan which is when 48 deems the service contract to commence.

If you choose to cancel your agreement with us please contact our Customer Care team as set out in your order confirmation email. Where you use your cancellation right we will reimburse payments made by you. Please note that you will be responsible for changes which apply for using any services provided by us. Please note that cancellation rights are provided to consumers only.

## **2. When the agreement starts**

The agreement starts when you first use the 48 Services. Provided that you have credit on your Account we will provide you with the 48 Services until either of us decides to end the agreement in the ways allowed in Section 8 below.

## **3. Changes to the Terms and Conditions**

2.1 We may make changes to the Terms and Conditions (including changes to price and tariff details and rules) at any time. We may stop providing certain price plans and tariffs and replace them with new price plans and tariffs at any time. We may make changes to the 48 Services or withdraw certain parts of the 48 Services at any time and we can introduce new terms to the Terms and Conditions at any time.

2.2 We will let you know at least one month in advance if we make any variations to your agreement by contacting you directly in the ways allowed by Section 16 below. You are free to stop using the 48 Services if we make such variations; subject to the exceptions below. However you will not be able to end the Agreement where such variation is exclusively to the benefit of you, is of a purely administrative nature and has no negative effect on you, or is directly imposed by European Union or Irish law. If you do not contact us telling us that you do not agree to the change within 30 days of the date we notify you then your continued use of the 48 Services as changed by us indicates to us that you agree to the change.

2.3 We may need to change your phone number or other numbers and access details we provide to you as part of the 48 Services. We will let you know if this is the case.

## **4. Providing you with the 48 Services**

3.1 We will immediately connect you to the 48 Services as soon as your application is completed and authorised.

3.2 We reserve the right to limit the availability of the 48 Services for people in certain age categories (details of the age categories which qualify to use the 48 Services are published on [www.48.ie](http://www.48.ie))

3.3 We also reserve the right to apply technical measures to manage the general data traffic on our Network in order to provide the best possible service to all our customers

and to make the most efficient use of the Network. The technical measures may result in us prioritising the way certain types of data traffic is carried on the Network.

3.4 We will try and provide you with the 48 Services at all times but due to the nature of mobile technology it's not possible to provide you with an error free or fault free service. We do not warrant or guarantee that the operation of the 48 Services or any related products and services provided by us will be uninterrupted, secure or fault free or will meet any specific requirements that you may have.

3.5 We will use reasonable efforts to give you access to mobile networks outside the Republic of Ireland (i.e. roaming) but we reserve the right not to do so for any commercial or technical reason. Roaming will only be available outside the Republic of Ireland if we have a roaming agreement with the foreign mobile network. Overseas mobile networks may be limited by quality and coverage and not all services may be available while you are abroad.

3.6 We reserve the right to issue you with reasonable instructions concerning the use of the 48 Services (including the right to restrict certain components of the 48 Services) in the interests of safety, quality of service, other customers or for any other technical or operational reason we think is necessary. If you do not keep to any instructions we provide you we may either suspend or terminate the 48 Services in accordance with Section 7 (Suspension) or Section 8 (Termination) below.

3.7 We do not warrant, guarantee or endorse any content or Third Party Services you may access or use and your use of any content or Third Party Service is entirely at your own risk. We will not be responsible for any losses or damages that occur through your access or use of content or Third Party Services. We reserve the right to suspend or terminate the availability of content or Third Party Services at any time.

3.8 We do not guarantee access to content or Third Party Services on the internet and we do not accept responsibility or liability in any way where you access or download content from the internet or upload or transmit content using the 48 Services.

3.9 We shall provide you with the facility to monitor and view usage on our 48 app - My48 and shall also provide membership allowance usage text notifications to you.

## **5. Your use of the 48 Services and your obligations to us**

4.1 You must use the 48 Services in accordance with these Terms and Conditions and any other reasonable instructions we give you or publish on

4.2 You are responsible for the use of the 48 Services and for all Charges that relate to your SIM Card.

4.3 You must not sell to anyone else or commercially exploit any of the 48 Services or access to the Network.

4.4 You must not use the 48 Services for any purpose which we believe is abusive, illegal, fraudulent, a nuisance or for criminal activities.

4.5 You must not use the Mobile Equipment in any way that breaches another person's rights or in any way that we believe constitutes an interference with the Network or harms the Network.

4.6 You must tell us if your Mobile Equipment is lost or stolen.

4.7 Content made available to you or which you access as part of Third Party Services may be protected by copyright and other intellectual property rights. Unless you have the separate permission of the relevant rights holder you are not allowed to edit or change the content or to copy and distribute the content to any third parties.

4.8 We do not offer Age Restricted Services as part of the 48 Services.

## **6. Mobile Phone locking**

Your mobile phone may be locked to another network. If this is the case, be aware that unlocking your handset and using 48 Services may invalidate your handset's warranty and/or permanently damage the handset or the data stored on it and does not excuse you from any contract obligations you may have with your original network operator. Please read your original network operator terms and conditions.

## **7. Charges and paying for the 48 Services**

6.1 You can pay for 48 Services on a prepay basis by purchasing top up credit which you then add to your Account. The amounts you are charged will be calculated in accordance with the price and tariff information we publish on [www.48.ie](http://www.48.ie). VAT will also be charged if this applies.

6.2 As you use the 48 Services, prepay Charges will apply and your Account will be reduced in accordance with the price and tariff information we publish on [www.48.ie](http://www.48.ie) up top credit and unused allowances on your Account which are not used will expire and be lost at the end of the period of time they are made available for. We will refund, upon request, any remaining credit that you may have on your account at the point that you switch from 48 to another mobile operator. Any such request must be made within three months from the date of termination of your 48 Services agreement. Any refund is subject to an administrative fee that covers the costs incurred by 48 in meeting such a request, as published at <https://48.ie/charges>

6.3 If the SIM Card or Mobile Equipment is lost or stolen you are still responsible for the Charges until you tell us what happened and request that we disconnect the SIM Card and Mobile Equipment from the 48 Services.

6.4 To protect both you and us against possible fraud, we may limit the maximum amount of credit which can be added to your Account. If a bank fails to honour a debit or credit card payment for your purchase of top up credit then we are entitled to place a

charge on your Account. Your Account balance may drop below zero if we apply this charge and you will need to purchase and activate additional top up credit to clear the negative balance on your Account.

6.5 If you owe us any amount and you do not pay it when it should have been paid we may take this from any credit balance on your Account or from any debit or credit card details you have given us. We may also charge you interest on the unpaid amount on a daily basis at the rate of 2% above the base lending rate of Allied Irish Bank plc. We may also charge you reasonable administration and collection costs as a result of you not paying any amount due to us.

## **8. Suspending the 48 Services**

7.1 (a) We can, at our sole discretion, immediately and, where appropriate suspend (i.e. bar), restrict or end the provision of the 48 Services (in total or in part) if 48 reasonably believes that:

- You do not keep to the Terms and Conditions;
- You do not keep to any legal requirements which may apply to your use of the 48 Services; We believe that the 48 Services are being used by you in a way not allowed by these Terms and Conditions;
- We believe that you have entered into your agreement with us either under a misrepresentation or fraudulently;
- You tell us that your Mobile Equipment has been lost or stolen;
- We believe that the right to use any number or password used in relation to the 48 Services is or has been obtained using a misrepresentation or in an unauthorised, unlawful, improper or fraudulent way;
- You engage in any activity which we reasonably consider is likely to damage the operation or security of the Network;
- You use the 48 Services to make calls to or from a 'Mobile Gateway' or 'SIM Box';
- If we are permanently unable to provide the 48 Services to you;
- We believe that when you have topped up (or have attempted to top up) your Account, you have paid or are attempting to pay using a stolen or otherwise barred or false debit or credit card or if the debit or credit card transaction is at some time charged back to us. We may remove the bar when we have been paid the amount owing to us; or
- If we need to in order to comply with a direction from a body authorised to issue orders or general directions to us.

7.1 (b) Where 5 or more SIM cards have been delivered to the same address in a six month period, 48 reserves the right to not accept any further orders for SIM cards at or

above this limit. 48, at its sole discretion, may also disconnect any SIM cards at or above this limit.

7.2 In addition to the circumstances set out in Section 7.1 above, we may suspend (i.e. bar), restrict or end the provision of the 48 Services (in total or in part) if you choose not to purchase top up credit or make a chargeable use in respect of your Account for a period of 6 months.

7.3 Where the 48 Services are suspended because you have chosen not to purchase top up credit or make a chargeable use in respect of your Account for a period of 6 months, we will remove any credit on your Account after a further 2 months and credit will not be recoverable. Your service will then remain suspended for a further 5 months and can be reconnected at any time during this period. When the suspension period ends your service will be disconnected, this agreement will end and your number will be immediately lost.

7.4 We will try and tell you when we suspend, restrict or end your use of the 48 Services but we are not required to.

## **9. Terminating and ending the agreement**

8.1 You can end your agreement with us at any stage by not using the 48 Services and choosing not to top up your Account at any stage over a 6 month period or if we tell you that there is a modification to these Terms and Conditions and you do not accept the modification by notifying us in the ways we allow of your non acceptance within 30 days of the date we make publicly known or directly tell you about the modification. No cancellation charges will apply.

8.2 You can also end the agreement with us at any stage if we don't do something fundamental that we should have done under these Terms and Conditions.

8.3 We can end the agreement with you at any time if the circumstances indicated in Section 7 above allow us to suspend (i.e. bar) or disconnect you from the 48 Services and we reasonably believe that the circumstances will not or cannot be promptly fixed or corrected.

## **What happens when the agreements end**

When this agreement ends, we will disconnect you from the Network and you will have to pay us all outstanding Charges which are due to us. Unless Section 7.3 applies, unused top up credit will be lost and is not recoverable when this agreement ends.

## **10. Limits and exclusions of liability**

9.1 All of our obligations to you for providing 48 Services are set out in the Terms and Conditions.

9.2 We will be legally responsible to you if our negligence causes death or personal injury. We will not be legally responsible to you for: loss of income; loss of use of the 48

Services; lost business or missed opportunities; or any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into this agreement with you.

9.3 We will not be legally responsible to you if we cannot provide the 48 Services because of something outside of our reasonable control; or suspend your use of the 48 Services or terminate your agreement with us for valid reasons allowed by these Terms and Conditions.

9.4 Except for fraud or where our negligence causes death or personal injury, we will not pay more than €3000 or 125% of the Charges paid by you in the previous 12 months, whichever amount is lesser, for each claim or a series of related claims.

9.5 We will use such reasonable skill and care in providing you with the 48 Services as may be expected of a competent mobile telecommunications operator. Except as expressly stated in the Terms and Conditions, all conditions, terms, warranties and representations whether expressly made or implied by law in relation to the provision of the 48 Services are excluded (to the fullest extent permitted by applicable law). The terms of your agreement with us will not affect any rights which you may have under any law and which we cannot limit or exclude under any contract or agreement with you.

## **11. Directory services and Number identification**

We will, unless advised differently by you, include your name and mobile phone number on the National Directory Database. You may also, as part of this process, request to us that we indicate your preferences to receive third party marketing telephone calls. The 48 Services will allow the display of your mobile phone number on receiving handsets.

## **12. Ownership of Numbers and SIM Card**

You do not own the telephone number we provide you as part of the 48 Services and we may change the telephone number we provide you at any time for operational and technical reasons.

## **13. Using Emergency Services**

You can use the 48 Services to access emergency services free of charge. In accordance with mandatory regulatory requirements, your caller location data may be passed to the emergency services. Please note that your ability to access emergency services in this way is dependent on the type of service you are using and you may be restricted from accessing emergency services because of operational and technical circumstances beyond our control.

## **14. Mobile Network Speeds**

Contractual estimated maximum upload and download speeds - Regulation (EU) 2015/2021

The estimated maximum upload and download speeds achievable at least once in any 24-hour period in realistic usage conditions (the "Contractual Estimated Maximum Upload and Download Speeds") under your agreement (per technology) made available are as follows:

	Estimated max. (download)	Estimated max. (upload)
3G	2.5Mbps	0.49Mbps
4G	10Mbps	2.8Mbps
5G	25Mbps	5Mbps

### **15. Non-Contractual Speed**

The average maximum download speed achieved by 48 customers on our 4G network over any 24-hour period is 21.6Mbps. For the avoidance of doubt, only the Contractual Estimated Maximum Upload and Download Speeds form part of the terms of your agreement with 48. The Non-Contractual Speed outlined above is indicative and does not form part of the terms or conditions of your agreement.

The variability of the download and upload speeds achieved, and the technology used to access our data services, may affect your experience of our services and your ability to access and distribute information and content, and use and provide applications and services.

48 may from time to time publish additional tables setting out revised Contractual Estimated Maximum Upload and Download Speeds ("Revised Table") which will be effective and will apply to customers who agree to receive 48 services in the period between the date of publication of the Revised Table and the date of a publication of a further Revised Table. The Contractual Estimated Maximum Upload and Download Speeds that are applicable to you is as set out in the table covering the date range when you entered into your current agreement with 48.

Due to the nature of mobile internet access services and geographical, topographical, built environment and other factors affecting the variability of mobile data speeds (noted below), the above estimated maximum speeds may not be available at all locations and environments. We cannot guarantee that you will reach maximum speeds advertised. The upload and download speeds achieved by 48 customers may vary due to a number of factors.

If the Contractual Estimated Maximum Upload and Download Speeds have not been made available to you for five consecutive days by reference to a monitoring mechanism

certified by the Commission for Communications Regulation (ComReg) (a "continuous or regularly recurring discrepancy"), at a location where you typically use 48 services, you must contact our Customer Care team within 30 days of the issue arising in order to enable 48 to investigate and attempt to remedy:

Message us at

<https://www.48.ie/help>

By other channels available at

<https://www.48.ie/contact-us>

Your query will be dealt with according to our Code of Practice available [here](#). You agree to provide reasonable information to enable 48 to investigate your query. In the event of a continuous or regularly recurring discrepancy between the actual performance of the internet access service, regarding speed or other quality of service parameters, and the performance as indicated in these terms and conditions that 48 is not able to remedy, you may be entitled to issue legal proceedings for (a) damages; (b) restitution; or (c) rescission of your contract. These remedies are subject to the provisions of your contract with 48 and are without prejudice to any other rights you may have under law, including, without limitation, your rights under consumer protection legislation such as the Sale of Goods and Supply of Services Act 1980, or your rights at common law. If the value of any claim you might have does not exceed €2,000, you may be entitled to have your claim determined by the Small Claims court, which has jurisdiction to determine certain consumer law matters up to a maximum value of €2,000. If the value of any claim you may have is in excess of €2,000, you may be required to bring such a claim in the District Court, which has jurisdiction to determine contractual disputes up to a maximum value of €15,000. In the event that legal proceedings were issued and determined against you, you could be liable for the costs of those proceedings.

In any event, 48's liability, if any, will never exceed the value of any payments made by you under, or in connection with, your contract with 48.

**Your rights and the terms and conditions regarding Contractual Estimated Maximum Upload and Download Speeds as set out above should be read and construed together with the existing terms and conditions applying to you (your "Agreement") and form part of such agreement with 48. Your and 48's other rights and obligations under the Agreement are otherwise unaffected.**

### **16.5G Access**

You can use 5G as a 48 customer only if:

- a) if you have a 5G ready phone. and;
- b) are on the €12.99 Plan (Unlimited data; subject to monthly fair usage of 5000 minutes and 5000 texts). and;

c) subject to you being in a 5G coverage area (see <https://48.ie/coverage-checker> for coverage details). The coverage checker is a guide and is not a guarantee of signal coverage. Outside of 5G coverage areas you will get 4G coverage in areas with 4G coverage (see <https://48.ie/coverage-checker> for coverage details).

d) 5G roaming is enabled where available in destinations outside of Ireland.

e) 48's 5G service may be affected by a number of factors including but not limited to the number of people using the 5G service, maintenance and upgrades, faults from other networks, the weather, other environmental factors, or degradation.

f) Your price plan data allowance or add-on data allowance and any out of allowance data usage will be used for all different types of mobile data available to you (for example 3G/4G/5G/areas).

## **17. Notices under these Terms and Conditions**

16.1 If we need to send you notices under the Terms and Conditions we will send them by phone or by post or by email or by SMS text or by uploading them to [48.ie](https://48.ie)

16.2 If we send you notices by post, email or SMS text we will use the contact details you have provided to us as part of the application and registration process for 48 Services. You must tell us about any changes to your contact details.

16.3 We will treat any notices we send you by post, email or SMS text as having been received by you within a reasonable amount of time after we send them. We will treat any notices we make by uploading them to [48.ie](https://48.ie) as having been notified to you from the date of publication.

16.4 You must send us notices by email in the ways we generally allow. Please see [Help page](#) for relevant contact details.

## **18. Porting In or Port Out from 48 Mobile**

17.1 If you are transferring to the Network from another mobile operator you will have to comply with the porting requirements of this mobile operator and also our porting requirements.

17.2 We may be unable to transfer and port your mobile number to the Network if you have not complied with the porting requirements of the mobile operator you are transferring from or our porting requirements.

17.3 Any existing credits and allowances that you may have with another mobile operator will not be transferred to us and we do not give you any commitment that your number can be transferred to us.

17.4 Certain services which you are able to receive from other mobile operators may not be available on the Network and you may need to get locking functions removed by the mobile operator that you are transferring from.

17.5 We may reject your request to transfer to the Network if any information you provide us as part of the porting process is inaccurate or false, if you owe any money to the mobile operator you are transferring from or for other valid technical and operational reasons. Please refer to [www.48.ie](http://www.48.ie) for further details on how to port your number.

17.6 If you decide to switch or port your mobile number from 48 to another service provider, where there is a failure of the porting process we will, where we reasonably can, reactivate your number and related services until the porting is successful. We will also take all reasonable steps to continue to provide services to you on the same terms and conditions until the services of the receiving provider are activated. Your agreement with us will be terminated automatically upon conclusion of the porting process. If you are unhappy about any aspect of the 48 Services, please refer to Section 18 below.

### **19. Complaints procedure and the 48 Code of Practice**

18.1 If you are unhappy with our 48 Services, you can contact us via [www.48.ie](http://www.48.ie). How we handle complaints is available in detail under our [Code of Practice](#).

18.2 If, at the end of the complaints process, you feel your complaint has not been properly addressed, you can contact the Commission for Communications Regulation (ComReg).

Contact details for ComReg are specified in the [Code of Practice](#).

18.3 Details on our maintenance services and how to request a refund or compensation from us for failures by us to meet contracted service quality levels are set out in the [Code of Practice](#).