

## **O2.ie Terms & Conditions of use**

### **1. Introduction**

Welcome to O2.ie. Our aim is to provide you with a website whose content and services are useful, practical and entertaining. However, as always, there are terms and conditions that apply to your use of our Site, Services and Content, so please read them carefully. Words that are capitalised are defined in the table at the end of these Terms and Conditions. References to "we", "us" or "O2" in these Terms and Conditions refer to Telefónica Ireland Limited.

#### **1.1 General website terms and conditions**

Your access to and use of this Site, and the Services and Content made available to you on this Site, is subject to these Terms and Conditions, so please read them carefully. By using this Site, you are agreeing, and signifying your agreement to be bound by these Terms and Conditions.

#### **1.2 Terms and Conditions of specific Services**

In addition to these Terms and Conditions, other terms and conditions apply to specific Services available from this Site, which you are required to accept when registering for or accessing that Service.

#### **1.3 Your O2 Network customer contract**

You should also note that certain Services on this Site are provided in conjunction with O2's Network and associated services. Where this is the case the terms and conditions of your contract with O2 for use of our Network and associated services, will apply and must be complied with, in addition to these Terms and Conditions. [Customers of other networks should refer to the terms of their Terms and Conditions with their network.]

If you do not intend to read and comply with all applicable terms and conditions, you should make no further use of this Site.

If you have any questions in relation to any terms and conditions, please contact us.

### **2. Modification**

O2 may vary these Terms and Conditions at any time, such modifications becoming effective immediately either upon posting of the modified terms on this Site or by us notifying you of the changes by email or SMS. You may stop accessing this Site and using the Content or Services at any time. By continuing to access the Site, and use the Content or Services following any such variation, you will be deemed to have accepted such modification.

### **3. Territory**

This Site, its Content and Services are intended for users in the Republic of Ireland. O2 makes no representations that the Site, Content or Services are appropriate or available for use from outside the Republic of Ireland. Users who access this Site from outside the Republic of Ireland do so at their own risk and are responsible for compliance with applicable laws in their country.

### **4. Your licence to use this Site**

This website is made available to you by O2. All material made available on this website belongs to O2 or its licensors. O2 or its licensors own all the intellectual property and other rights in the content of this website (including trade marks, text, graphics, button

icons, images and audio clips) and the selection and arrangement of that content. This website and these materials are made available to you for your own personal enjoyment. Any commercial use of any content of this website is strictly prohibited.

You may:

- Download and display pages of this site on a computer screen, or Device;
- Print individual pages on paper but not photocopy those printouts;
- Store such pages in electronic form but not on any server or storage device connected to a network;
- E-mail items appearing on the site to a maximum of 5 people,
- provided that all such use complies with the Acceptable Use provisions set out at Section 12 below.

#### **4.1 Trade marks**

A number of trade marks appear on the Site. These include trade marks belonging to O2 or our group companies. In particular the word or mark "O2" however represented, including stylised representations, all associated logos and symbols, and combinations of any of the foregoing with another word or mark, are the trade marks of O2 or our group companies.

i-mode and the i-mode logo are trade marks or registered trade marks of NTT DoCoMo, Inc. in Japan and other countries. Other trade marks appearing on this Site are the property of their respective owners.

You shall not make any use of these trademarks except as permitted under these Terms and Conditions.

## **5. Privacy Policy**

Our Privacy Policy sets out how we may use information provided by you when accessing and using the Services, and any information collected during your use of the Services. Please look at our Privacy Policy, to understand our practices.

## **6. Registration**

### **6.1 Registration for Services**

In order to begin using certain Services, you will be asked to register or set up an account to access or use that Service. You will be required to provide certain information. You will also be required to choose a password. The password must be between 6 and 10 characters in length and include at least one letter and one digit. It is case sensitive.

Once you have registered, your mobile phone number and password will be requested to log in on subsequent visits. (Business account holders that do not have a mobile number, will be asked to provide a username. Your username must comply with the Acceptable Use provisions set out at 12 below.).

You warrant that any information, including any mobile phone number or email address that you have provided as part of the registration process for any Service is correct and in particular, relates to a mobile phone or other accredited Device owned and used or

email address used by you. You agree to indemnify us in the event of any claim made against us or loss suffered by us as a result of a breach of such warranty.

## **6.2 Responsibility for use of Services through your account**

You are liable for all use made of Services through your account, whether authorised by you or not, until you have notified O2 of unauthorised use and we have stopped access to your Account.

You are responsible for the security and proper use of any password or other information used to access Services. You must take all necessary steps to ensure that any password and other information provided during registration is kept confidential and used properly.

You must notify O2 immediately if you become aware that your password or other registration information has or is likely to become known to a person not authorised to use it.

## **6.3 Loss or change of passwords**

If you forget or lose your password, you should request a new password by visiting the 'Forgotten your password' section. Subject to appropriate security checks, you will be issued with a new password.

O2 reserves the right at its discretion to require you to change any password used by you to access Services.

## **7. Availability of Site, Content and Services**

This Site, Content and the Services on it are made available to you at our discretion and at no charge to you, unless stated otherwise in any additional terms and conditions applicable to the provision of specific Services.

### **7.1 Suspending, varying, or withdrawing this Site, Content or Services**

We update our Site, Services and Content from time to time. We may vary any Content or the technical specification of any Service at any time. We reserve the right to withdraw any Service at any time. We may suspend or restrict access to the whole or any part of the Services for operational reasons such as repairs, maintenance, updating or upgrading the Content or functionality of any Service or the introduction of new facilities or services at any time. We will attempt to limit the frequency and duration of any such suspension or restriction.

### **7.2 Operation of this Site, Content and Services**

We will use all reasonable endeavours to provide you with the quality of service generally provided by a competent website provider exercising reasonable skill and care. However, this Site and the Content and Services on it are not fault free and may be impaired by geographic, atmospheric or other conditions or circumstances beyond our control including, without limitation, congestion, network coverage, dropped connections, the performance of your Device and the maintenance of secure network connections. Due to the nature of interactive facilities and the Internet generally, save where expressly stated otherwise, O2 gives no representations or warranties that the Site, Content or Services provided, will be timely, or free from delays, interruptions or errors.

O2 tries to safeguard the integrity of the Site but, save where expressly stated otherwise, gives no representations or warranties that the Site will be secure, or that the

Site or any part of it, will be free from infection by viruses or anything else which has contaminating properties.

### **7.3 Supply of Services**

We will use all reasonable endeavours to ensure the uninterrupted and timely supply of the Services and we will correct all reported faults as soon as we reasonably can. If a fault occurs, please report the fault by contacting [Insert customer service contact details link] However, the Services are provided without any warranties or guarantees (including any warranties implied by law) unless expressly stated otherwise.

### **7.4 Content**

We will use reasonable endeavours to maintain the Content available on the Services but it may be incomplete, out of date or inaccurate and is provided on an "as-is" basis. It is a condition of us allowing you access to Content that you accept that we will not be liable for any action you take in reliance on the Content contained within the Services. You are solely responsible for evaluating the accuracy and completeness of any Content or information accessed via the Services.

### **7.5 Using Devices to access the Site, Content or Services**

The Services (either in whole or in part) are accessible via Devices and you are responsible for the provision of any necessary Device to enable you to access the Services. Some of the Services are only compatible with certain Devices, which may also need to be accredited to receive the Service. Please check your Device is compatible with the Service you are ordering by checking the Device compatibility information provided to you and that your Device has been accredited to receive the Service before you order the Service. Please note that the Service may not work correctly if you remove or replace certain manufacturer-installed software contained on your compatible Device. We do not accept any liability for the incompatibility of the Service with any Device or other equipment used by you unless we have advised that the Service is compatible with that Device.

### **7.6 Age restrictions**

If you are aged 16 or under, you must get your parent/guardian's permission before you access or use any of the Services and, in particular, before you provide any personal information to us. Should we introduce Age Restricted Services and you are under the specified age you will not be able to access such Services.

## **8. 3rd Party Content and Services**

Third parties supply components of the Services. Your use of the Services and any Content or services not provided by us but accessed via this Site or our Network is solely at your own risk and subject to all applicable national and international laws and regulations, as well as any third party terms and conditions notified to you at the time you access such Content or services. We have no responsibility for any third party Content or other services obtained by you on the Internet or via our Services, including Content provided by other users of our Services. We will not be liable for any loss or damage incurred by your access to any such Content supplied by a third party. You are solely responsible for evaluating the accuracy and completeness of any Content or information accessed via the Services and the value and integrity of goods and services offered by third parties over the Services. We will not be a party to or in any way responsible for any transaction concerning third party goods and services.

## **9. Payment**

### **9.1 Charges**

The Charges for a Service will be those displayed or notified to you before you purchase or subscribe to that Service, and include Value Added Tax (VAT) and any other applicable tax at prevailing rates from time to time. Where you order a Service via Text Message request, you may additionally be charged your standard network rate for that Text Message.

We reserve the right to vary our Charges or introduce charges for any Services which have been provided free of charge at any time. You can of course stop using the Services at any time. Any variation to our payment terms shall be final and binding.

## **9.2 Payment methods**

Charges for purchases made through our Services will be deducted from your available credit time if you are a Prepay customer or appear on your monthly statement if you are a Billpay customer. Some Services may require or permit payment by credit card in which case the necessary payment instructions will be provided to you at the time of purchase.

## **9.3 Late payment**

You must pay the Charges on time. Payment must be made as specified at the time of placing your order and prior to delivery of the applicable Service. If the Charges are not paid on time or you default in such payment, the amount owing will be treated as overdue and we will be entitled to terminate or suspend the Service and our Terms and Conditions with you. Any collection or legal fees incurred by us in relation to Charges which are due from you, shall be recoverable from you.

## **9.4 Connection and access charges**

You are responsible for any and all service fees, charges and costs (including costs for the use of telecommunications lines) associated with accessing this Site, and availing of any Service via this Site. For example, you are responsible for payment for the fixed line and mobile phone services necessary for connection to and use of the Services, such as i-mode® browsing charges, WAP over GPRS and/or WAP over 3G browsing charges at the rates described in your applicable network tariff, as well as all call charges and other fees related to accessing and use of the Services, such as Internet service providers, telephone service providers, or others and other fees charged for the use of Devices.

## **10. Links to and from this website**

The Site may contain links to or from other websites. Such links are provided for your convenience only and do not imply any endorsement of the material on such sites or any association with their operators. O2 is not responsible for the Content contained on any such third party website and disclaims all liability and responsibility for any material appearing on any and all third party websites that may be linked from time to time to the Site.

Hypertext links to this Site by other users and websites are permitted provided that the link to this Site is in a simple list of companies pointing to the Site home page ([www.o2online.ie](http://www.o2online.ie)). Linking to other of the site apart from the home page is prohibited without O2's express written consent.

## **11. Monitoring and Moderation**

We reserve the right to monitor your use of the Services in order to maintain the Services and to protect the rights of owners of Content and other users of the Services.

## **12. Acceptable Use**

You understand that you are responsible for all electronic communications and content sent by you and that you will be responsible for all activities that take place as a result of access to the Services via your Account (whether authorised by you or not).

You must not use the Site, Services or any Content:

- for unlawful or fraudulent purposes, or in connection with a criminal offence or other unlawful activity
- to send, receive, upload, download, use or reuse any material that is illegal, offensive, abusive, malicious, threatening, racist, indecent, defamatory, derogatory, obscene, menacing, or otherwise objectionable
- to harass, stalk, inconvenience, cause annoyance or needless anxiety to any person, impersonate any other person or act in a way which may reasonably be objectionable or is otherwise injurious to third parties
- in any way that breaches copyright, trademark, confidence, privacy or infringes the Intellectual Property Rights of others
- other than for your own private and personal use and not for any commercial purposes or to send commercial advertising or promotional material
- in any way that causes, or is likely to cause, the Services or access to the Services to be interrupted, damaged or impaired in any way
- in any way that infringes other customers' use and enjoyment of the Services
- to initiate the sending of unsolicited advertising or promotional material including without limitation junk-mail for commercial or non-commercial reasons
- to send anything which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any Spam; or
- other than in accordance with the acceptable use policies of any connected networks or relevant third party service providers, or any other conditions notified to you prior to your use of the Services.
- In addition, you shall:
  - not use multiple log-ins for disruptive purposes or in a manner calculated to annoy others
  - not forward, send, transmit or transfer any part of any Content to another person
  - not re-sell, copy or incorporate into any other work part or all of the material available on the Services in any form save that you may print or download extracts of the material for your personal use only
  - not store, modify, transmit, distribute, broadcast or publish any part of the Content in a way that breaches the provisions of this section
  - not, other than where expressly permitted, use any musical component of Content purchased or received in connection with per item, term based or copy restricted Subscription Services as a musical 'ringer' in connection with the making or receiving of telecommunication phone calls
  - only make copies of musical Content purchased or received in connection with per item, term based or copy restricted Subscription Services as are expressly permitted (and in the case of any DRM Free Content so purchased or received, only make such copies as are reasonably necessary for your personal and non commercial use)
  - not redistribute, reproduce, transmit, communicate, sell, use, broadcast, publicly perform, rent or lend, adapt, sub-licence or otherwise use Content purchased or

received in connection with per item, term based or copy restricted Subscription Services without the prior written consent of the copyright owner

- not use port-scanning software on any Content or Services
- comply fully with any additional conditions displayed relating to particular Content or Services which may apply and comply with all other instructions issued by us from time to time regarding use of the Services and the Content; or
- not use any automated means, including without limitation, agents, robots, spiders, or scripts to access, monitor or copy any part of the Site except where this is expressly approved of by O2 in advance in writing.
- not without our written consent, save as permitted by law, and shall not permit any other person to: (a) copy, modify, disassemble, reverse engineer, decompile or in any other way interfere with any software provided as part of the Services; or (b) create any new software partly or wholly based on the software; or (c) transfer, assign or sub-license your right to use the software or attempt to do so.
- not breach or infringe the design rights, copyright, service marks, trade or business names and other similar intellectual property rights of O2 including the pass off (and reverse passing off) of O2's intellectual property rights.
- acknowledge that Content embodies the intellectual property of O2 and third parties, is protected by law and all rights arising in respect of Content are reserved in law and in equity.

O2.ie is designed to be used by web browsers which display the website in full. Use of applications which automate the navigation of this website is strictly prohibited. Any applications which do not present all elements of the website are also prohibited.

O2.ie reserves the right to block access to any application which it deems compromises the security of the website or its customers.

### **13. Content created or provided by you or other customers**

Some Services may from time to time allow the uploading of Content created or provided by you or other customers. If such uploading is authorised, this will be clearly indicated in relation to that particular Service.

#### **13.1 Responsibility for your Content**

Should you create, upload or publish any Content on the Services, you are responsible for the creation, maintenance and design of all such material. In particular, you warrant that:

- all contributions will be civil, tasteful and otherwise in accordance with the requirements of these Terms and Conditions;
- the information in your possession and provided by you will not constitute a criminal offence or be otherwise unlawful;
- all necessary licences and consents (including those from owners of copyrights or performing rights) have been obtained to upload or publish the materials on the Services; and
- you will comply with all guidelines and recommendations issued by the Internet Watch Foundation from time to time.

#### **13.2 Reviewing, editing or removing your Content**

You accept that we are under no obligation to edit, review or modify any Content provided by you or any third party and that we do not examine the use to which the

Services are put, unless expressly stated otherwise. However, we reserve the right to edit or remove any of your Content or third party Content, in whole or in part, at our sole discretion if we believe that there may be a breach of these Terms and Conditions or if the Content does not comply with our notified requirements.

### **13.3 Licence to use your Content**

We do not claim ownership of any Content you submit or make available via the Services. However, by submitting or making available any Content to any Portal or Service (including any text, photographs, graphics, video or audio) you agree to grant us a perpetual, royalty-free, irrevocable, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your material worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution as we may require. We will not identify you personally as the creator of the Content unless you provide your express consent. If you do not want to grant us the rights set out above, please do not submit your Content.

## **14 Disputes with third parties**

You must tell us immediately if anyone makes or threatens to make any claim or issue legal proceedings against you relating to your use of the Services. You will, at our request, immediately stop the act complained of. If we ask you to, you must confirm the details of the claim in writing. If you fail to stop the act or acts complained of we may suspend any or all of the Services.

## **15 Termination and Cancelling Services**

### **15.1 Termination and Barring Access To the Services**

We reserve the right in our sole discretion at any time to refuse you access to the Services, terminate your Account with us, remove or edit Content or Services. In addition to anything else we can do, we reserve the right to immediately and without notice withdraw, bar or suspend the provision of part of or the whole Services to you or end our agreement with you under these Terms and Conditions (or both) with immediate effect if:

- you breach any provision of these Terms and Conditions
- we believe the Services are being used in a manner prohibited under these Terms and Conditions, even if you are unaware that the Services are being used in such a way
- you have not used any particular or all of the Services within the previous 90-days; or
- you fail to pay for any of the Services, bankruptcy or insolvency proceedings are brought against you or if you do not make any payment on time under a judgement of a Court, you make an arrangement with your creditors, or (if a company) a receiver or administrative receiver is appointed over any of your assets or you go into liquidation.

If we suspend your use of the Services for contravention of any part of these Terms and Conditions, we will not restore it until we receive an acceptable assurance from you that there will be no further contravention.

### **15.2 Cancelling Site registration and subscription Services**

You can de-register from the Site by contacting our customer care representatives

You can de-register from a subscription Service by following the unsubscribe procedures provided when you subscribed to the applicable Service.

We do not accept liability either in contract, tort (including negligence) or otherwise, for direct or indirect loss of profits, income, business or anticipated savings, nor for any indirect, incidental or consequential damages, including, without limitation, loss or destruction of data, or other information unless such losses were reasonably foreseeable to both of us when these Terms and Conditions were entered into.

However, we accept liability for death or personal injury caused by our negligence or any other liability that cannot be excluded or limited by law and the provisions of this section do not apply to such liability.

Should you enter into a contract with us to purchase particular goods or services through this Site, our liability to you in contract, tort (including negligence) or otherwise in relation to that particular purchase is governed by the terms of the contract you enter into for that purchase, but is limited in any event to the price paid by you for that purchase.

Except as expressly set out in these Terms and Conditions, all representations, warranties, terms and conditions whether express or implied, in relation to the Site, Content or Services, are hereby excluded to the fullest extent permitted by law. Each provision of these Terms and Conditions excluding or limiting liability operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

## **16. Liability**

### **16.1 Exclusions**

We exclude all liability of any kind in respect of:

- any failures, defects or delays in the delivery of the Services which are caused by one or more of the following reasons:
  - you have provided an incorrect phone number or other incorrect information before ordering a Service
  - your Device does not support the Service
  - your Message mailbox is full and has no additional memory to receive the Service or Messages, where applicable
  - your Device is out of network range or for some other reason cannot be contacted
  - you accidentally erase a Service provided to you; or
  - you have failed to subscribe correctly to a Service
- the accuracy, completeness or suitability for any purpose of any Services or Content
- any material you publish or published by other customers on any of the Services
- your information, third party information or any other material on the Internet which can be accessed using the Services and we are not responsible in any way for any goods (including software) or services provided by third parties (including our i-mode® content partners), advertised, sold or otherwise made available by means of the Services or on the Internet
- any failure to supply the Services if we are prevented by restrictions of a legal or regulatory nature from supplying the Services; and
- any failure to do what we have promised because of something beyond our reasonable control such as technical failure, lightning, flood, exceptionally severe

weather, fire or explosion, civil disorder, war, military operations, industrial disputes of any kind (including those involving our employees), natural or local emergency, the act or omission of other providers of fixed line or mobile phone or Internet services or the failure of any of their networks or apparatus, anything done by government or other competent authority.

We do not accept liability either in Terms and Conditions, tort (including negligence) or otherwise, for direct or indirect loss of profits, income, business or anticipated savings, nor for any indirect, incidental or consequential damages, including, without limitation, loss or destruction of data, or other information unless such losses were reasonably foreseeable to both of us when these Terms and Conditions were entered into.

Our liability to you in Terms and Conditions, tort (including negligence) or otherwise in relation to any particular Service for which you have contracted is limited to the price paid by you for that Service. However, we accept liability for death or personal injury caused by our negligence or any other liability that cannot be excluded or limited by law and the provisions of this section do not apply to such liability.

Except as expressly set out in these Terms and Conditions, all representations, warranties, terms and conditions whether express or implied, in relation to the Site, Content or Services, are hereby excluded to the fullest extent permitted by law. Each provision of these Terms and Conditions excluding or limiting liability operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

## 16.2 Indemnity

You must indemnify us against any claims or legal proceedings which are brought or threatened against us by a third party because the Site, Content or Services are used by you in breach of the provisions of these Terms and Conditions. We will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

## 17. General

If we delay in acting upon a breach of these Terms and Conditions by you, that delay will not be regarded as a waiver of the breach. If we do waive a breach of these Terms and Conditions by you, that waiver is limited to the particular breach.

If any provision of these Terms and Conditions is found to be illegal or unenforceable the remainder of these Terms and Conditions will not be affected and the provision in question will be deemed modified to the extent necessary to make it enforceable.

These Terms and Conditions are governed by Irish law and you and we submit to the non-exclusive jurisdiction of the Irish courts.

## 18. Definitions

There are a number of defined terms used in these Terms and Conditions which mean the following for the purposes of these Terms and Conditions:

Term	Meaning
Age Restricted Services	Any Services which are specified for use only by customers over a specific age.

Alerts Services	Web or WAP Services which are comprised of packages of Content Messages that are sent direct by us to your Device following your request for such alerts.
Charges	All charges for the Services as notified to you prior to your purchase of any Service, which may include any reasonable administration charges.
Content	Information, text, data, communications, images, photographs, graphics, music, video, games and sounds, software or any other material supplied by you, us or third party content providers on our behalf and which is contained on or available as part of the Services.
Charges	All charges for the Services as notified to you prior to your purchase of any Service, which may include any reasonable administration charges.
Device	A mobile telephone, device, data card or computer, which is approved by us for connection to our Network or to access our Services.
i-mail	The email service which can include text and attachments (images, video, audio) provided as part of our i-mode® Services.
i-mode® Services	The mobile internet service provided to O2 i-mode® customers using the Network but, for the avoidance of doubt, excludes any Content or subscription services provided by third party i-mode® content providers via the i-mode® Services and any services offered on sites which are not listed on our i-mode® Portal.
Intellectual Property Rights	Copyright, trademarks and other relevant proprietary and intellectual property rights.
Internet	The international system of interconnected computer networks utilising standard protocols and procedures to transmit electronic data.
Messages	SMS, MMS or i-mail
Network	The electronic communications system by which we make Services available in Ireland.
On Demand Services	Web or WAP Services which comprise of single Content Messages sent by us to you following you request for the relevant content and including, without limitation, Content on O2 Active, ringtones and

	wallpapers.
Portals	Our web, WAP, O2 Active, i-mode® and XDA portals and any other services and portals we introduce from time to time.
Picture messages (MMS)	Multimedia Messaging Service - A message that can contain text, images, video and audio.
Privacy Policy	Our privacy policy located on our website that outlines our data protection and privacy policy, as may be amended from time to time.
Services	Any or all of the services provided by us which may be modified from time to time including without limitation Web Services, WAP Services i-mode Services® and any other services introduced from time to time which you access or register for through any of our Portals or on your Device.
Site	The website hosted at <a href="http://www.o2online.ie">www.o2online.ie</a>
Terms and Conditions	The agreement between us and you for accessing the Site and the provision of the Services, including these terms and conditions, our Privacy Policy and any specific policies, disclaimers, conditions, guidelines or rules applying to a Service which may be notified to you. In the event of any conflict, these various documents will take precedence in this order.
Text Message (SMS)	Short Messaging Service - A message containing text only.
Spam	Unsolicited "junk" e-mail or Messages sent to large numbers of people to promote products or services. The term also refers to inappropriate promotional or commercial postings to discussion groups or bulletin boards.
Subscription Services (including Alerts Services)	Web or WAP Services which are comprised of packages of Content that are sent by us direct to your Device for a certain period of time, following a request by you for the subscription.
User Generated Content Services	Web or WAP Services (including chat) which allow users to communicate with other users via a public or private forum on an identified or anonymous basis.

WAP Services	Services provided via Wireless Application Protocol (a secure specification that allows users to access Content via handheld wireless devices such as mobile phones). "O2 Active" refers to those WAP Services made available to O2 Network customers directly from the O2 Active menu on your Device.
Web Services	Services provided from our website o2.ie any additional websites linked from our website.

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[Customer commitment](#)

## Privacy Policy

The purpose of this Privacy Policy is to set out how Telefónica Ireland Limited ("O2" "us" "we" or "our") obtains and uses your personal information ("Data") and how we comply with applicable data protection and privacy laws. You should read this policy in conjunction with any the terms and conditions of any service that you use, or, that is provided by O2 to you, including for example, our Billpay service, Prepay service, Online Shop and our Website. Each of these O2 services is subject to terms and conditions which detail how we use your Data collected in the course of providing these services. By using such services you agree that O2 may process your Data as set out in those terms and conditions.

### 1. How we obtain your Data:

1.1 O2 obtains Data relating to you through your dealings with us. They include, for example; when you become a customer; when you shop on our Online Shop; when you register your details with us; when you submit enquiries to us/contact us; when you participate in promotions, competitions or prize draws; when you use O2 products and services; and, when you submit information to us by participating in O2 surveys.

1.2 We will collect your Data lawfully and fairly and we will advise you at all times when we are collecting your Data and the purposes for which it is collected.

### 2. How we use your Data

2.1 We will use your Data for the purpose for which it was originally provided and where we intend to use it for any other the purpose we will explicitly notify you in advance.

2.2 Your Data will be accurate and complete and, where necessary, kept up to date.

2.3 Data will be adequate, relevant and not excessive in relation to the purposes for which it was obtained.

2.4 Data will be kept only for clear and legal purposes.

### 3. Disclosure of Information

3.1 Data will not be disclosed in any manner incompatible with the purposes for which it was obtained.

3.2 We will only disclose your Data to third parties who are our employees and for purposes relating to the services we provide to you.

3.3 We will disclose Data where we are compelled to do so by law.

3.4 We will share your information with carefully selected third parties who provide services to you on our behalf. In these circumstances we will ensure that adequate contractual and technical safeguards are in place to protect your Data and that such third parties only use your Data in accordance with our instructions this Privacy Policy and all applicable laws. The information you provide to us may occasionally be passed to third parties located outside the European Economic Area. Countries outside the European Economic Area do not always have strong data protection laws. However we will always take steps to ensure adequate contractual and technical safeguards are in place to protect your Data and that such third parties only use your Data in accordance with our instructions, this Privacy Policy and all applicable laws.

## 4. Retention

4.1 While you are a user of the O2 services, O2 will acquire and process information about your use of the O2 services. O2 will retain this information for the primary purpose for which it was obtained and for other legitimate purposes including, where required by law.

4.2 O2 may, but is not obliged except where we are required by law as specified below, retain the following specific data types for the periods and purpose set out below:

### Traffic Data

Data processed for the purpose of the conveyance of a communication (e.g. connecting a voice call, sending an sms etc.) on our network and/or for billing you with the cost of such a communication.

Processing	Period
For market research, product development, marketing, customer profiling and relationship management.	Two years.
Billing (Billpay only)	Six years plus the current year in the event that the bill is legally challenged.)
Interconnection payments (Payments made to third party network operators for the transmission of communication on their network)	Six years plus the current year in the event that the bill is legally challenged.
Retention exclusively for the purpose of O2 complying with its legal obligation to retain traffic data for the purpose of State law enforcement investigations and prosecutions.	Three years

## Data Services Records

Data processed for the purpose of providing data services including O2 active, i-mode, website browsing, downloading content. Data records do not include content of the data. (note i-mode® and WAP logs show the URL accessed, but not any images or text)

Processing	Period
For market research, product development, marketing, customer profiling and relationship management.	Two years.
Billing	Six years plus the current year in the event that the bill is legally challenged.
Interconnection payments (Payments made to third party network operators for the transmission of communication on their network)	Six years plus the current year in the event that the bill is legally challenged.

## Location Data

Data processed, indicating the geographic position of the phone or other device of a user of O2's services based on network cell identification.

Processing	Period
Obtaining, storage and disclosure for the purpose of providing value added location-based services in accordance with subscriber's instructions. The value added location-based service may be provided by O2 or by third parties with whom the subscriber has contracted to provide the service.	For the period from receipt of the subscriber's instructions until such instructions expire or are revoked by the subscriber. Subscriber may suspend this processing during this period on request free of charge.
Retention exclusively for the purpose of O2 complying with its legal obligation to retain traffic data for the purpose of State law enforcement investigations and prosecutions.	Three years

## 5. Access to your Data

5.1 You have a right to receive a copy of your Data, which personally identifies you, held by O2. We may charge you an administration fee to cover the cost of carrying out your request. You should write to the Telefónica Ireland Limited, McLaughlin Road, National

Technology Park, Limerick marked "Data Access Request". You should include adequate information to identify yourself and, such other relevant information that you may have that will reasonably assist us in fulfilling your request. Your request will be dealt with as soon as possible and will take not more than 40 days to process.

5.2 You also have a right to have inaccurate information corrected. If you discover that O2 holds inaccurate information about you, you may instruct us to correct that information. Your instruction should be in writing to the address at 5 (i) above. A request will be dealt with as soon as possible and will take not more than 40 days to process.

5.3 You have expressed a preference as to the manner in which O2 may contact you in relation to O2 marketing and promotional information. You may change your preference in this regard at any time by phoning us on 1747 (Prepay customers) and 1909 (Billpay customers), by writing to the address specified at 5 (i), or where we have contacted you by email, by using the opt-out facility to indicate your preference not to be contacted subsequently by email.

## **6. Cookies**

6.1 A "cookie" is a piece of information, like a tag, which some websites create on your PC which identifies your PC whenever you visit that website. In order to provide you with the best possible online experience, O2 may create cookies when you visit the O2 site. Cookies may be used to help you in the following ways: to limit the frequency with which you will see particular advertisements or O2 announcements on the site; to identify your defaults if you have set up a customised homepage; to keep track of how many times you do specific things whilst using O2, to track where you have come from if you were referred to our website; to provide you with self-help information; and to make our email offers more relevant to you by taking into account your response to previous email offers.

6.2 Our cookies will not be used to analyse your visits to other sites. Agents of O2, who assist in the serving, and targeting of advertisements, promotions and other marketing messages may use cookies to collect anonymous data such as how many people have viewed a particular page each day. Data collected by cookies will not otherwise be passed to any third party. You have the ability to accept or decline cookies. Most PCs automatically accept them but you can modify your browser settings to decline if you so wish. If you decline cookies, some aspects of the O2 site may not work on your PC and you may not be able to access areas you want on the website. For this reason we recommend that you accept cookies. O2 will not store any sensitive information relating to you or your user account in a cookie.

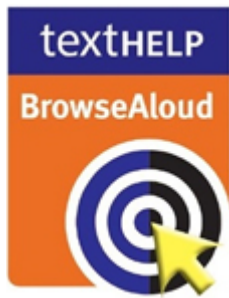
## **7. General**

7.1 We reserve the right to amend this Privacy Policy to reflect changes in O2 practices and the legal and regulatory environment in which we operate.

## **O2 & Accessibility**

At O2, we want to make sure that everyone can enjoy this connected world. We understand that for older customers or those with disabilities, finding the right mobile phone or understanding how to use it can be difficult. To give you more information and practical advice on our products and services, we have created this new section to make sure that you get the most from your mobile.

## Get the most of O2.ie



Reading large amounts of text on screen can be difficult for those with literacy and visual impairments.

BrowseAloud reads web pages aloud for people who find it difficult to read online.

BrowseAloud makes using the Internet easier for people who have:

- Low literacy and reading skills
- English as a second language
- Learning Disabilities such as Dyslexia
- Mild visual impairments