TERMS & CONDITIONS OF SERVICE SIM ONLY CONTRACT

The Services covered by this Agreement are provided to you by Virgin Media Ireland Limited (Company number 435668). Our registered office address is Macken House, 39/40 Mayor Street Upper, Dublin 1, D01 C9W8.

1. Definitions

1.1 For Definitions please see the end of this document.

2. Your Agreement

2.1 This Agreement and Services shall commence, and you are deemed to accept the terms and conditions of this Agreement, upon acceptance of delivery of your SIM Card.

2.2 This Agreement covers the provision of the Services by us to you through the use of the SIM Card provided, it does not cover any handsets or other devices you may have received with your SIM Card or as part of a package, either directly from us or through a third party retailer. We would ask that you liaise directly with your handset or other device provider if you have any queries regarding same.

3. Duration

3.1 Unless otherwise stated in other documentation that we provide to you, your Agreement continues unless terminated as per clause 11 below.

4. Your Services

4.1 We will try to make our Services available to you at all times but quality and availability could be affected by factors outside of our control, such as the weather, the design, features or functionality of your device, certain regulatory requirements, technical limits, licencing matters, consents, emergencies, lack of capacity or faults in the Network or any other networks used to provide the Services to you. Due to the nature of mobile telephony it is impossible to neither guarantee an uninterrupted, secure or fault free Service; nor guarantee the quality, accuracy, correctness or completeness of the Service. As a result we do not accept liability for failure to provide you with the Services.

4.2 The Network we use for the provision of our Services may also from time to time need upgrading, maintenance or other work which may result in interruptions or unavailability. Where this is the case and our Network provider has informed us, we will detail any interruptions or unavailability on our website and details will also be available from Customer Care. We will do all we can to keep such unavailability to a minimum. Where practicable, we may give notice to you prior to any interruptions or unavailability.

4.3 A SIM Card is provided for the purpose of supplying and availing of the Services, any other use is prohibited. The Services are provided under this Agreement for use in a private capacity and not for commercial use. The Services are to be used in accordance with the Virgin Media Mobile Services Acceptable Usage Policy ("AUP"). The Services or any part of them cannot be sold for money or money's worth. We have no liability, whether due to our negligence or otherwise, for any losses incurred by any business, trade or profession carried on by you or any other person using the Services.

4.4 You may not use the Services
(1) to send a message or communication which is offensive, spam, junk mail, abusive, indecent, obscene, a nuisance or hoax; or
(2) to cause annoyance, inconvenience or needless anxiety; or
(3) fraudulently; or
(4) in connection with a criminal offence; or
(5) in connection with direct dialling, machine-to-machine or malware
(6) for tethering or use of the handset as, or the SIM in conjunction with, a modem (or Wi-Fi Hotspot).

As well as any other rights we may have, if in our reasonable opinion we believe the Services have been used in breach of this condition, we may immediately suspend the Services and/or terminate this Agreement.

4.5 Where you are allocated a PIN to enable you to use the Services you will be responsible for all use of the Services through your PIN (including without limitation all Charges incurred and any breaches of the terms of this Agreement). Your PIN should at all times be kept confidential. Virgin Media can on request arrange for you to de-activate your PIN and assist in allocating a new PIN.

4.6 Any SIM Card we provide to you remains our property and must be returned to us if we ask for it back. You must keep your SIM Card safe and can only use it to access our Services. If your SIM Card is lost, stolen or damaged call us immediately for another SIM Card. If your SIM Card is lost or stolen you will be liable for all Charges relating to use of the SIM Card (including call Charges) up to the time that you notify us that your SIM Card is lost or stolen, regardless of whether the Charges have been incurred by you or someone else. If you lose the SIM Card you might be liable to pay a reasonable replacement charge, details of which are set out in our Price List.

4.7 If you wish to keep your number please transfer your number from your old network ("Porting") after you receive your new SIM Card from us. Please review the terms of clause 9 of this document for information on Porting.

4.8 Premium Rate Services are supported in the Services but with limited availability. We cannot support all premium SMS services on the market. In the case of premium SMS and premium telephone numbers (e.g. 1515, 1530) our involvement is limited to the collection of charges. In the event of any questions and complaints relating to Premium Rate Services please contact the relevant Premium Rate Services provider directly. We can block access to all Premium Rate Services upon request.

4.9 Please note the Services do not support picture messaging (MMS).

4.10 If you are under the specified age that may apply to any Age Restricted Services you are not permitted to access such Age Restricted Services. If you are the specified age or over and you access any Age Restricted Services you must not show, or send Content, from the Age Restricted Services to anyone under the age that may be specified on some Content or Services. If you let anyone under the age specified on any Content or Services use your handset you must also ensure that you deactivate access to any Age Restricted Services before doing so.

4.11 In order to optimise and enhance our Services to you Virgin Media shall from time to time load data and software onto your SIM Card directly.

5. Roaming

5.1 Our Services may be available to you in countries outside of the Territory if we or the partner who provides us with our Network have roaming arrangements in place. Roaming is activated on your Account from the outset so there is no need to contact us to activate before you leave the Territory.

5.2 Roaming abroad will incur additional charges, please ensure that you refer to our Price List on www.virginmedia.ie for further details. Any additional terms and conditions which apply to Roaming are available on our Price List.

5.3 Overseas mobile networks may be limited by quality and coverage and not all services may be available while you are abroad. An uninterrupted, secure or fault free Service, quality, accuracy, correctness or completeness of the Service while Roaming is therefore not guaranteed.

5.4 If while you are using the Services in a location which is close to a border between the Territory and another country (e.g. Northern Ireland), your phone may connect to a network in that other country. If this occurs please note you will be charged at roaming rates for that usage. In order to prevent that occurring, please monitor the network to which your handset is connected while in those areas. Alternatively, you may contact us and we can disable roaming for you if you require.

6. Charges and Payments

6.1 Charges for your use of the Services will be set out in the Price List and shall commence from the date of receipt of the SIM Card. We may amend the Charges as set out in clause 14 below. Charges that appear on your bill are inclusive of VAT.

6.2 Payment of Charges shall be made in arrears by direct debit. We shall notify your relevant bank or building society each month of the sums due to us from your account. An administration fee may be charged if your direct debit order fails or you otherwise default in making payments to us.

6.3 In the event of late payment, interest may be charged at 2% per annum above the base lending rate of Bank of Ireland and will be calculated from the due date until the date of payment. If the Charges are not paid in full and on time we can in addition to charging interest, withdraw any discount and suspend you using some or all of our Services and may cancel this Agreement. If you believe there is mistake in your bill, please tell us as soon as possible so that we can check this. We may charge you administration and collection costs as a result of late payment of your bill. If Virgin Media need to take legal or other collection action against you for non-payment of Charges, you may have to pay our legal costs and expenses.

6.4 We may set a monthly credit limit on your account that will be an amount we consider appropriate. We will let you know what this amount is if we do set a monthly credit limit. We may suspend your access to the Services if you exceed the limit. You should not use the credit limit for budgeting as the amount you owe is not capped or limited and you will still be liable if you exceed the credit limit. We may submit an interim bill or require an immediate payment if we think you have exceeded the credit limit on your account.

6.5 If your SIM Card is stolen or mislaid please contact us immediately as you remain liable for all Charges until you notify us of the theft or loss. We are entitled to assume that any communications made through the Services are your communications or have been authorized by you.

6.6 We are entitled to calculate charges for any period in order to bring your account into line with our billing cycle, and for that purpose we reserve the right to add the whole or part of any month's (or other billing period's) Charges to future bills. If you terminate this Agreement between the dates when we issue bills to you, you must pay all Charges which have accrued since the last bill was calculated up to the date of termination of the Services. Your monthly bill is only available in paper format, it will not be available in electronic billing or pdf format.

6.7 The Services may contain, make available or allow access to information, content, merchandise, products and Services provided by third parties and for which there may be charges payable to third parties (for example Software Applications interactive services or online shopping) and in these cases you agree that you are dealing with the third party and not us. You

agree that all such charges incurred by you or attributed to your account or invoiced to you, will be your sole and exclusive responsibility and you agree to pay the same when due, and you shall indemnify and hold harmless Virgin Media and each of its Group Companies for all liability to any third party for such charges. Depending on the nature of the services, the third party may bill you directly or we may bill you on your regular bill, in which case you are responsible for payment as per the payment obligations in this Agreement.

6.8 We may require you to make a deposit to be used as security for the Charges. We do not pay you interest on deposits. A deposit is likely to be required if you have less than 4 months credit history with us and you wish to activate Roaming on your account, for the reason set out in clause 7, or if you do not pay any of your bills in full and on time. Details of any deposit that may be required are set out in our Price List. We may use the deposit to pay any Charges that you owe us that you have not paid. If you do not owe us any money we will repay the deposit to you if this Agreement is cancelled or if you return your SIM Card under the terms of any customer returns policy that applies to your sale.

6.9 When the Account contains more than one Subscriber an account bill will be sent to the primary account holder. Therefore, all the call history and usage of all Subscribers on the account will be visible to the main account holder.

7. Credit Checks and Assessment

7.1 We are entitled to carry out a credit check on you and to disclose information regarding your payment history to the usual credit agencies. If we conduct a check of your credit worthiness and the results of that check do not satisfy us or if we reasonably decide that all our customers or a certain category of our customers must pay a deposit, we may require you to pay a deposit of a reasonable amount determined by us. We may require at any time that you pay such deposit, subject to variation by us, as we believe to be reasonable in the circumstances against non-payment of our bills or any other breach any of the provisions of this Agreement. Virgin Media reserves the right to refuse to sell the Services to you if you do not pass our mobile credit scoring even if you are already an existing fixed customer.

7.2 We may use all or part of this deposit for payment of any outstanding Charges, including, without limitation, any amount due if you do not adhere to the terms of this Agreement. We do not pay interest on deposits that are held.

7.3 We will repay any deposit held (or the balance of any deposit where any part of it has been applied by us in accordance with this Agreement) to you as soon as you have for a period of at least 12 months (or such other period as we determine in our complete discretion) paid to us all Charges due under this Agreement on the due date(s) for payment of those Charges; or if not already repaid as per above, on termination of this Agreement, if you have paid to us all Charges due. If you breach any of the provisions of this Agreement you may at our discretion forfeit any deposit as required to compensate us for any losses.

7.4 In the circumstances set out above, we may, as well as or instead of imposing a deposit, restrict the level of Services we provide to you, only allow certain methods of payment and/or impose on your account a limit that the total unpaid Charges accrued on that account over a certain period are not permitted to exceed, based on the Charges we reasonably expect you to incur on your account. We will inform you of this limit. You are not allowed to incur Charges which exceed this limit over the period notified to you. If you exceed this limit we have the right to request payment of a deposit and if you do not pay this deposit we may suspend the Services until you do so or we may terminate this Agreement.

8. Data Protection

8.1 Please take time to read our Privacy Policy available at https://www.virginmedia.ie/terms/privacy-policy/

8.2 You are required to promptly and accurately give us all the information that we request so that we can perform our obligations under this Agreement. You must also inform us immediately of any change to any details you have provided to us, especially name and address. We shall not be liable for any expenses you incur or savings you fail to make as a result of your failure to notify us of any changes to same.

9. Number Porting

9.1 If you are transferring your Mobile Number to or from another Operator we direct you to our Porting assistance guide for guidelines on this process on our website www.virginmedia.ie.

10. Disputes, Queries & Contacts

10.1 If you have a query or complaint about our Services that you would like to discuss, you can contact Customer Care by calling 1908, by writing to us at Customer Care, LEDP, Roxboro, Limerick or by emailing us via the customer care section of our website at www.virginmedia.ie. We will investigate any complaint in accordance with our complaints policy and will contact you with the result. We will always try to resolve your query as quickly as possible.

10.2 If at the end of our Complaints process, you feel your complaint has not been properly deal with, you can contact the Commission for Communications Regulation (ComReg). ComReg is an independent statutory body set up to regulate the industry and to help resolve any problems with the Services we provide and the service you receive. For more information on how to refer a dispute or complaint to ComReg see www.comreg.ie

11. Termination & Suspension

11.1 As well as our other rights under law and in this Agreement, we have the right to terminate this Agreement or suspend our provision of Services to you without notice, and to be compensated by you for any losses or expenses incurred by us, if:

(i) you do not make payments to us when they are due or your account limit or credit limit is exceeded;

(ii) where you have breached this Agreement and you fail to remedy the breach within the reasonable time specified by us in our written notice requiring you to do so;

(iii) a voluntary arrangement between you and your creditors is proposed, or a bankruptcy petition is presented, or you enter a personal insolvency arrangement, or a bankruptcy order is made against you or you are sequestrated or in the event of your death or a receiver or trustee is appointed in respect of your estate;

(iv) we have reason to believe that you have provided false, inaccurate or misleading information to us;

(v) you or another person commits, or is suspected in our reasonable opinion of committing, fraud or attempted fraud in connection with the use of the Services (including the use of the Services to commit or attempt to commit fraud); or you or another person damages the Network or puts it at risk;

(vi) you do or allow anything to be done which is in breach of our Acceptable Usage Policy;

(vii); we are legally required to do so;
or
(ix) in our reasonable opinion it is otherwise necessary or desirable to do so.

11.2 Any exercise of our right to suspend the Services shall not exclude our right to later terminate this Agreement. We may refuse to restore the Services to you until we receive an acceptable assurance from you that there will be no further breach.

11.3 If, for reasons outside our control, the provision of the Services to you proves impracticable or no longer possible, as determined in our sole discretion, we may discontinue the provision of the Services to you and refund you any Charges paid in advance by you to us.

11.4 You may cancel this Agreement at any time for any reason by providing at least 30 days' notice in writing subject to payment of all outstanding Charges.

11.5 For customers who have purchased the product known as Mobile 15 (Simply 15, SIM Only €15 for Life offer), a 12-month contract period applies. For full Terms and Conditions see :**LONG-Terms-Conditions-Mobile-SIM-Only-15-for-Life.pdf**

11.6 For customers who have purchased the product known as Mobile 15 (Simply 15, SIM Only €15 for 12 months offer), a 12-month contract period applies. For full Terms and Conditions see: www.virginmedia.ie/loi-long-form-sim-terms

11.7 For customers who have purchased the product known as Mobile Red Start SIM Only €9.99 for 12 months, a 12-month contract period applies. For full Terms and Conditions see: www.virginmedia.ie/loi-long-form-sim-terms

11.8 For customers who have purchased the product known as Mobile VM Boost SIM Only €9.99 for 12 months, a 12-month contract period applies. For full Terms and Conditions see: www.virginmedia.ie/loi-long-form-sim-terms

11.9 Termination or suspension of this Agreement for whatever reason may result in the deletion of your remaining voice and email messages as well as all other data, and the disconnection of your telephone numbers, and we will be under no liability to you in respect of such deletion, closure and disconnection.

12. Cooling-off Rights

12.1 You are entitled to cancel your order for Services without giving any reason any time up to 14 days (for orders made on our website or by telesales) or 31 days (for door-to-door sales) ("cooling off period") from the date you receive your SIM Card.

12.2 You cancel your order for Services by completing the online cancellation form at www.virginmedia.ie or download the form and send it in by post to PO Box 11419, Blackrock, Co Dublin. You can also contact us via our Customer Care contact number at 1908.

12.3 To meet the cancellation deadline, it is sufficient for you to send your communication before your cooling-off period has expired. If you cancel your contract, we will reimburse to you all payments received not later than 14 days or 31 days (as applicable) from the day we were informed about your decision to cancel your contract. If you requested to begin the performance of the Services during the cancellation period, you shall pay us an amount which is in proportion to what has been provided up to the point you cancelled your order in comparison with your full contract.

13. Limitation of Liability

13.1 In performing any obligation under this Agreement our only duty is to exercise the reasonable skill and care of a competent provider of telecommunications and television services.

13.2 We exclude all liability to you in any way for direct, consequential, special or indirect losses, including but not limited to loss of revenue, profits, loss of business, missed opportunities, loss of goodwill, contracts or anticipated savings or wasted expense, or any loss arising from services or goods that you have procured or ordered while using the Services, or any financial loss or loss of data or corruption of data or liability to third parties for damage, or any general loss on account of the loss of use

of the Services, whether arising in tort, contract, equity or otherwise and arising out of or in relation to or in connection with your access to or use of or inability to use the Services, We are not liable for any loss or damage that was not reasonably foreseeable when you entered into the Agreement. Our entire liability to you will be limited to €3,000 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.

13.3 We exclude and disclaim to the fullest extent permitted by law all conditions and warranties, other than those expressly set out in this Agreement, including any warranties implied by Statute if and to the extent that such warranties and conditions implied by Statute can be lawfully excluded. As a consumer, the terms of your Agreement will not affect any rights which you may have under any Consumer law and which we cannot limit or exclude under any agreement with you**.**

13.4 We exclude all liability in respect of the accuracy, performance, completeness, timely delivery, fitness for purpose or legality of any information accessed using the Services, and we exclude all liability of any kind for the transmission, or the reception of, or the failure to transmit, or to receive any material of whatever nature.

13.5 We will not be liable for any loss or damage which arises other than through our negligence or the negligence of our employees, agents or contractors. We do not restrict or exclude liability for death or personal injury resulting from our own act or omission or the acts or omissions of our agents or contractors while acting on our behalf.

13.6 You may be able to use our Services to upload or transmit email or content over the internet or to access third party websites, Content and other material which is branded or provided by third parties, and to acquire goods or services from third parties. We and our Network supplier merely act as the "pipe" transmitting this Content to or from you and do not have any control or exercise any control over this Content, the third parties, or any goods or services they may provide. We therefore have no responsibility or liability to you for these third party sites, their Content, or for any goods or services you may obtain from them. You are responsible for any Content that you upload or transmit.

13.7 You acknowledge that you access the Services at your own risk and that we have no responsibility for any goods, services, information, software or other materials accessed by you whilst using the Services.

13.8 Things beyond our control may affect the quality or availability of the Services, such as power outages and fluctuations in the Network. We do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of Services or their content. We will not be liable for any delay or failure to provide the Services, including access to emergency services, or any interruption, disruption or degradation in Services, or any loss of data or corruption of data that is caused by any of the following:

(i) Any act or omission of an underlying carrier, service provider, vendor or other third party, or Customer Device, network or facility failure;

(ii) Customer Device, network or facility upgrade, modification, repair or relocation;

(iii) Force majeure events, defined as any event beyond our control including, but not limited to, an act of God, insurrection or civil disorder, war or military operations, national or local emergency, a serious and sustained power outage or severe Internet disruption, flood, subsidence, or weather conditions of exceptional severity;

(iv) Customer Device, network or facility shortage;

(vi) Any impediment to usage of the Service caused by any third party;

(vii) Any act or omission by you or any person using the Service; or act or omission by you or any person in compliance with this Agreement. We will not be liable for any loss you may incur as a result of someone using your Customer Device, SIM Card, PINs or passwords, with, or without, your knowledge;

(viii) A failure of or defect in any Customer Device; or

(iv) Any other cause that is beyond our control.

13.9 You agree to take responsibility for, and agree to indemnify us completely in respect of, all liabilities, claims and losses incurred by you or us which are in any way connected with your use or misuse of the Services or failure to prevent misuse of the Services by others, or any other breach by you of your obligations under this Agreement. Any misuse by you of the Services or other breach of your obligations under this Agreement will entitle us to suspend the provision of the Services or terminate this Agreement at our discretion. We also reserve the right to take necessary action to protect the Network and our interests and to notify the Commission for Communications Regulations (ComReg) and other relevant authorities where any security incidents or threats or issues arise in connection with the Service or your use of same. If you do not follow any these instructions we provide you we may either suspend or terminate the Services in accordance with Section 11.1.

14. Changing the Terms and Conditions

14.1 We retain the right to amend, modify or substitute these Terms and Conditions at any time and we will notify you in writing 30 days in advance of doing so. Any such modification, amendment or substitution shall also be posted on our website at www.virginmedia.ie. 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 30 days, the new Terms and Conditions shall then become applicable to you.

15. Miscellaneous

15.1 This Agreement is made solely and specifically between and for the benefit of the parties and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Agreement as a party to it, and neither party can declare itself a trustee of the rights under it for the benefit of any third party. The terms of this Agreement will apply jointly and severally to all those agreeing to take Services under this Agreement.

15.2 A reference in this Agreement to a statutory provision will, unless expressly provided otherwise, be interpreted as a reference to such provision as amended or re-enacted. In this Agreement unless the context otherwise requires words in the singular include the plural and vice versa; and words importing any gender include all genders.

15.3 This Agreement represents the entire understanding between you and us in relation to the subject matter herein and supersedes all other agreements or representations made by you or us, whether oral or written.

15.4 Title, ownership rights and intellectual property rights in and to the content accessed using the Services is the property of the applicable content owner and may be protected by applicable copyright or other law. This Agreement gives you no rights to such content.

17.5 No waiver by us of any default that you commit under this Agreement shall operate or be construed as a waiver by us of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by us to you shall in any way releases, discharge or otherwise affect your liability under this Agreement.

15.6 If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable for any reason, it shall be severed and the rest of the provisions in this Agreement shall continue as if the Agreement had commenced without that provision or part of that provision.

15.7 Unless otherwise specifically agreed by us, you shall be eligible to benefit only from one promotional offer or discount applicable to the Services. Nothing in this Clause shall imply the existence of your right to any promotional offer or discount.

15.8 This Agreement is subject to the laws of the Republic of Ireland.

Unless otherwise detailed in this Agreement, notices given under this Agreement should be delivered by hand or by prepaid first class post or electronic mail either:-
(i) to us: at the address on this Agreement or on the last invoice or to an alternative address notified to you;
(ii) to you: at the address in this Agreement or to an alternative address notified to us or by SMS to your Mobile Number.

15.9 This Agreement is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent. For business reasons we have the right to assign this Agreement together with any associated rights at any time to any company or person.

Definitions

"Acceptable Usage Policy" means any usage policy we issue from time to time in relation to the Services;
"Account" means the Subscriber account record held by Virgin Media.
"Additional Services" means optional Services (for example Roaming, access to Services charged at premium rates which are chargeable at the rates set out in our Price List.
"Address" means your residential address in the Republic of Ireland.
"Age Restricted Services" means any of the Services that are specified for use by customers of a specified age (usually 18) or over.
"Agreement" means the contract between you and us comprising your online order form or your retail or telesales order, the terms and conditions of your particular package, the details in our Price Plan that apply to your Account and these terms and conditions; Additional terms may apply to Additional Services or any promotional or special offers.
"Charges" means charges to be paid by you for the Services calculated according to the prices and rates set out in our Price Lists or otherwise notified to you and may cover (without limitation) call and usage charges, fixed periodic charges (if applicable), all reasonable administration charges, and any costs incurred in collecting outstanding payments from you.
"Content" means information, images and sounds, communications, software or any other material contained or made available through the Services.
"Competent Authority" means the Commission for Communications Regulation (www.comreg.ie) or any successor thereof or any other competent Government department or regulatory body including without limitation any emergency services organisation.
"Customer Device" means any apparatus or device provided and used by you in order to use the Services.
"Data Services" means the service provided to you by us to enable you to gain access to the Internet and certain data services.
"Group Company" means any holding company or subsidiary of Virgin Media, and any subsidiary of any such holding company, from time to time.
"IMEI": means International Mobile Equipment Identity, usually abbreviated to IMEI, which stands for the (Usually 15-digit) number that identifies a mobile device.
"the Internet" means the global data network comprising interconnected networks using TCP/IP ("Transmission Control Protocol/Internet Protocol").
"Licence" means any licence or authorization required by law and granted to us to provide the Services by the Commission for Communications Regulation (www.comreg.ie) or any successor thereof and includes any amendments or modifications made thereto from time to time.

"Messaging Services" means the voicemail storage and retrieval service and/or any other type of message storage and retrieval service that we may offer from time to time.
"MMS" means Multimedia Messaging Service, a communications technology that allows the exchange of multimedia communications between capable mobile phones.
"Mobile Subscription" means your chosen subscription for the Services, which may form part of a Package provided by Virgin Media.
"Mobile Connection" means the connection to the mobile network provided by Virgin Media
"Mobile Number" means the ten-digit number that identifies you and that gives you access to the Service.
"Mobile Products" means any non-Device goods, such as installation kits for vehicles and other accessories.
"Network" means the telecommunication systems and the technical components run by us or any associated company (as principal or agent) for the provision of mobile services under the terms of the Licences;
"Operator" means any person to whom a License is granted.
"Operator's Network" means a telecommunication systems run by an Operator, other than our Network;
"Package" means any package of services selected by you from our mobile telephony, home telephone, Internet and TV services or any replacement or variation (whether under the same name or any other name).
"Person" shall include any person, partnership, firm, company or organisation.
"PIN" means your Personal Identification Number that allows you to use your SIM Card.
"Porting" means the transfer process that allows you to bring your existing Mobile Number to your new Mobile Subscription.
"Premium Rate Services" means any services that are listed as Premium in our Price List.
"Price List" means the material published and updated by us from time to time, including but not limited to in advertisements, on our websites or in other documentation provided to you, which includes the prices, charges and rates for the Services we offer including the usage rates for the Services.
"PUK" means your Personal Unlocking Code.
"Roaming" means the Additional Service that allows you to access the Services on a network belonging to another operator, usually in a foreign country.
"Services" means the mobile telecommunications service Virgin Media provides through the use of the SIM Card for telephony, voice telephony, Digital Telephony, sending, receiving and delivering mobile data, voice and SMS traffic, except Wifi Spots, which may include Additional Services and Messaging Services where we have agreed to provide same to you, provided to you under this Agreement whether directly from the Network or indirectly by means of an Operator's Network linked to the Network;
"SIM Card" means Subscriber Identity Module, a removable card or module which is used in network authentication procedures and contains the international mobile subscriber identity (IMSI) number and other subscriber data, any associated information and intellectual property, which allows access to the Network and which enables the Network to identify the Subscriber.
"SMS"- means Short Message Services. For billing purposes, one SMS shall consist of up to 160 characters.
"Software Applications" means any software applications and programs downloaded by subscribers to their Customer Devices.
"Subscriber" means any person who is/are added to the Account and who receives the Services.
"Territory" means the Republic of Ireland
"Virgin Media" means Virgin Media Ireland Limited.
"Us" or **"We"** means the company named in our agreement with you.
"You" means the customer(s) we make this agreement with and includes a person who we reasonably believe is acting with your authority or knowledge.