

General

1.1 By registering to use the Public Charging Network or by using the Public Charging Network on a pay-as-you-go basis either via Our Website, Mobile App, by telephone or via Contactless Payment, You are entering into the Agreement and agree to be bound by these Terms of Service.

1.2 You agree that You have read, understood and to agree to be bound by, the terms of the ESB Data Privacy Notice.

Definitions and interpretation

2.1 Definitions

In these Terms of Service, the following terms shall have the following meanings:

“Account” means any account held with Us in Your name for the purposes of the provision of the Service;

“Agreement” means the agreement between ESB ecars and You which is governed by these Terms of Service;

“Charge Point” means a piece of equipment capable of charging an EV;

“Charge Point Equipment” means any equipment on or attached to the Charge Point unit, including cables, connectors, screens, holsters, buttons, card readers and casing;

“Charge Point Map” refers to an electronic map operated and maintained by ESB ecars, which is displayed on www.esb.ie/ecars and in the Ecar Connect Mobile App, and which shows both Charge Points on the Public Charging Network, and Third Party Charge Points;

“Contactless Payment” means the process of paying for the use of a Charge Point, directly on the Charge Point or Charge Point Equipment using tap-to-pay contactless technology;

"Customer Care Team" refers to our call centre customer service line, available 24 x 7 by telephone on 01 258 3799 (Ireland), or 0345 601 8303 (Northern Ireland);

“Disclosed Agent” means an agent who acts on behalf of another person (the principal), and who discloses this fact to the end customer, which, under these Terms of Service, is You.

“DPA”, if You are an ROI Customer, means the Data Protection Acts, 1988 to 2018, the GDPR and any other statute, statutory instrument, rule, order, directive, or regulation, of any competent Irish or European Union authority relating to the protection of Personal Data or the privacy of individuals. If You are an NI Customer, it means the Data Protection Act 2018, the GDPR and any other statute, statutory instrument, rule, order, directive, or regulation, of any competent Northern Irish or

European Union authority relating to the protection of Personal Data or the privacy of individuals.

“Ecar Connect Mobile App” means Our mobile application for Android and Apple devices;

“EEA” means the European Economic Area;

“ESB” refers to the Electricity Supply Board, a statutory corporation having its principal place of business at 27 Fitzwilliam Street Lower, Dublin 2, D02 KT92;

“ESB ecars”, “Our”, “Us” and “We”, if You are an ROI Customer, refer to ESB Innovation ROI Limited, a limited liability company registered in Ireland with company number 600827, having its registered address at 27 Fitzwilliam Street Lower, Dublin 2, D02 KT92 and if You are an NI Customer, refer to ESB Innovation UK Limited, a limited liability company registered in England and Wales with company number 10671339, having its registered address at 2nd Floor, 16-19 Eastcastle Street, London W1W 8DY;

“ESB Data Privacy Notice” means the ESB data privacy notice which is published on www.esb.ie/ecars and which is available on the Ecar Connect Mobile App;

“EV” means an electric vehicle;

“Fast Charge Point” means a Charge Point available in Ireland capable of delivering a power output greater than 22 kW and up to 100kW;

“Fast/AC Charge Point” means a Charge Point available in Northern Ireland capable of delivering an AC power output greater than 0 kW and up to 22kW;

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679) and any primary or secondary legislation enacted pursuant to or in the exercise of any rights obligations or options conferred by the said Regulation;

“High Power Charge Point” means a Charge Point available in Ireland capable of delivering a power output equal to or greater than 150kW;

“High Power Charge Point” means a Charge Point available in Northern Ireland capable of delivering a DC power output equal to or greater than 150kW;

“NI Customer” means a customer who, when signing up to use the Public Charging Network, provides an address in Northern Ireland;

“Overstay”, if You are using a Charge Point in Ireland, means remaining connected to a charge point or parked in a designated EV parking spot for more than the maximum charging session stated on our [Website](#). If You are using a Charge Point in Northern Ireland, this term means remaining connected to a charge point or parked in a designated EV parking spot for more than the maximum charging session stated on our [Website](#);

“Overstay (Occupancy) Fee”, if you are using a Charge Point in Ireland, means a fee will be charged in the event of a user staying connected to a charger for longer than maximum charging session stated on our [Website](#) . If You are using a Charge Point in Northern Ireland, this term means a fee will be charged in the event of a user staying connected to a charger for longer than the maximum charging session stated on our [Website](#),

“Personal Data” shall have the meaning given to it under the GDPR;

“Price Plan Terms and Conditions”, if You are an ROI Customer, means the complete set of fees and charges associated with the provision of the Service, which may be found on www.esb.ie/ecars and if You are an NI Customer, this term means the complete set of fees and charges associated with the provision of the Service, which may be found on www.esb.ie/what-we-do/ecars-ni;

“Public Charging Network” refers to the ESB operated network of Charge Points, including Standard Charge Points, Fast Charge Points, Rapid Charge Points and High Power Charge Points in the Territory; which are accessible to and available for use by the general public;

“Rapid Charge Point” means a Charge Point available in Northern Ireland capable of delivering a power output greater than 22kW and up to and including 100kW;

“Roaming” means the ability for ROI Customers to use the NI charge points and NI Customers to use the ROI charge points under these Terms of Service;

“ROI Customer” means a customer who, when signing up to use the Public Charging Network, provides an address in Ireland;

“Service” refers to the EV charging service offered by Us through our Public Charging Network, entitling You to charge Your EV(s) on Our Public Charging Network in the Territory;

“Standard Charge Point” means a Charge Point capable of delivering a power output greater than 0 kW and up to 22kW;

“Standard/AC Charge Point” means a Charge Point capable of delivering a power output greater than 0 kW and up to 22kW;

“Terms of Service” means these terms of service which for the avoidance of any doubt include the Price Plan Terms and Conditions;

“Territory” means the island of Ireland;

“Third Party Charge Point” means a Charge Point that does not form part of the Public Charging Network;

“You” refers to you, as an ROI Customer or NI Customer (as the case may be).
“Your” shall be construed accordingly.

“Website means <https://esb.ie/what-we-do/ecars>

2.2 Interpretation

2.2.1 No heading of any Clause, Appendix, Schedule or paragraph shall affect the interpretation of these Terms of Service.

2.2.2 A ‘person’ includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2.2.3 Any Appendices and Schedules to this Agreement form part of these Terms of Service and shall have effect as if set out in full in the body of these Terms of Service and any reference to these Terms of Service includes Appendices and the Schedules.

2.2.4 Words in the singular shall include the plural and vice versa.

2.2.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, re-enactment or replacement and includes any subordinate legislation for the time being in force made under it.

2.2.6 A reference to writing or written includes faxes and email.

2.2.7 Where the words ‘include(s)’, ‘including’ or ‘in particular’ are used in these Terms of Service, they are deemed to have the words ‘without limitation and without prejudice to the generality of any description, definition, term or phrase’ following them and the words ‘include(s)’, ‘including’ or ‘in particular’ shall be construed accordingly. Where the context permits, the words ‘other’ and ‘otherwise’ are illustrative and shall not limit the sense of the words preceding them.

2.2.8 References to Clauses, Sub-clauses, Appendices and Schedules are to the Clauses, Sub-clauses of, and Appendices and Schedules to, these Terms of Service.

3. The Service

3.1 We will provide You with the Service on the terms and conditions set out in these Terms of Service.

3.2 The use of Charge Points owned, operated and managed by individuals or organisations other than Us, on networks other than the Public Charging Network, or in jurisdictions outside the Territory, even if shown on the Charge Point Map, is carried out at Your own risk and We do not accept any liability for any loss, damage, cost, expense of any nature arising from Your use of such Charge Points.

3.3 A breach by You of these Terms of Service may, at Our sole discretion, result in the suspension of Your Account and/or the termination of the Agreement by Us.

3.4 We shall be entitled to suspend Your Account and/or terminate the Agreement if:

3.4.1 You fail to provide payment for the Service as per the Price Plan Terms and Conditions;

3.4.2 You persistently mistreat or damage the Charge Points or Charge Point Equipment; or

3.4.3 You repeatedly avoid the Overstay Fee as specified in the Price Plan Terms and Conditions, in a clear and unambiguous attempt to lengthen Your charge time, and circumvent the application of the Overstay Fee by:

3.4.3.1 Stopping an in-progress charge before the Overstay Fee is due to apply;

3.4.3.2 Starting another charge on the same Charge Point from the same Account within a nominal time period (5 minutes) following the ending of the first charge.

3.5 ESB Innovation UK Limited shall be ESB Innovation RoI Limited's Disclosed Agent if You are Roaming in Northern Ireland. ESB Innovation RoI Limited shall be ESB Innovation UK Limited's Disclosed Agent if You are Roaming in Ireland.

4. Use of the Public Charging Network

4.1 You are permitted to use all available Charge Points on the Public Charging Network in accordance with these Terms of Service.

4.2 You must abide by any access or parking restrictions in place in the vicinity of any Charge Point and will be responsible for the payment of any applicable fees (including but not limited to parking fees) to the relevant authorities.

4.3 We will use our reasonable endeavours to ensure that the Public Charging Network is available and operational at all times.

4.4 In the event that there is an operational issue with the Public Charging Network, You should contact Us as soon as possible by calling Our Customer Care team, by sending an email to ecars@esb.ie, via www.esb.ie/ecars if you are an ROI Customer, via www.esb.ie/what-we-do/ecars-ni if you are an NI Customer, or through the Ecar Connect Mobile App.

4.5 Activation of Charge Points on the Public Charging Network shall be via the Charge Point Access Card, the Ecar Connect Mobile App or via contactless payment only.

4.6 Except where there is a health and safety issue or where there is an issue beyond our control (including where there is a fault on the local electrical network), all Charge Points on the Public Charging Network advertised on the Charge Point Map should be considered operational, unless indicated otherwise.

4.7 Where planned Charge Point maintenance is to take place, or where essential repairs to Charge Points and or Charge Point-related equipment is necessary at

short notice, the latest operational status information will be reflected on the Charge Point Map.

4.8 You shall use the Standard Charge Points, Rapid Charge Points, Fast Charge Points and High Power Charge Points in a fair, reasonable and efficient manner at all times.

4.9 You shall promptly disconnect your vehicle and vacate the parking bay in which the Charge Point you are using is located as soon as possible once you have finished charging your EV.

4.10 After completing a charge on one of our Standard Charge Points, Rapid Charge Points, Fast Charge Points or High Power Charge Points, the connector will be carefully returned to, and securely re-seated in, the holster on the Charge Point by you.

4.11 You will not:

4.11.1 tamper with any Charge Point;

4.11.2 use any Charge Point or the parking bay in which it is located for any purpose other than for the charging of an EV;

4.11.3 connect any cable, adapter, connector, switch or other interface to a Charge Point which is not fit for purpose and/or fully compliant with all relevant laws, regulations and specifications. Any Use of any such interface shall be entirely at your own risk;

4.11.4 abandon any cables used to charge an EV at a Standard Charge Point, by disconnecting them from an EV while the other end remains locked in the Charge Point once charging finishes. Should this occur, We reserve the right to remove these cables from the Charge Point;

4.11.5 use the Service in a manner which is, or which has a purpose or effect which is, harmful, unlawful, fraudulent, disruptive, which causes nuisance or which is in connection with a criminal offence;

4.11.6 act in any way which prevents, impairs or jeopardises the operation of any Charge Point or:

4.11.7 if You are in Ireland, remain connected to a Charge Point for a period greater than the maximum charging session stated on our website after charging finishes. If this happens, We shall be entitled to charge an Overstay Fee as stated on our [Website](#)

4.11.7 if You are in Northern Ireland, remain connected to a Charge Point for a period greater than the maximum charging session stated on our website after charging finishes. If this happens, We shall be entitled to charge an Overstay Fee as stated on our Website.

5. Health and Safety

5.1 You shall use the Charge Points on the Public Charging Network in a responsible manner.

5.2 You will handle all Charge Point Equipment with care, and in a safe manner.

5.3 You agree not to deliberately damage, mistreat or otherwise compromise the Public Charging Network's ability to function in any way.

5.4 When using a Charge Point on the Public Charging Network to charge your EV, You will use only either the captive charging cables tethered to the Charge Point, or the charging cable supplied by (or approved by) Your EV supplier / manufacturer, either with or without specialised adapters. You will not use any other means to charge your EV.

5.5 When using a Charge Point on the Public Charging Network You will adhere to all safety related instructions, notifications, and advice as issued and / or published by Us via www.esb.ie/ecars if You are an ROI Customer or via www.esb.ie/what-we-do/ecars-ni if you are an NI Customer, the Ecar Connect Mobile App or otherwise.

5.6 In the event of You having (or becoming aware of) a health and safety – related concern or issue with the Public Charging Network, You should immediately refrain from using the Charge Point, and You should immediately contact the Customer Care Team **00353 1 258 3799** or ESB networks on 1890 372 999 if You are an ROI Customer or on 03457 643 643 if you are an NI Customer.

5.7 We take no responsibility and shall have no liability whatsoever for any issues arising out of or in connection with Your use of Third Party Charge Points.

6. Pricing

6.1 You will pay for the Service as per Your chosen Price Plan as defined in the Price Plan Terms and Conditions. This may incorporate fixed, variable, once-off and / or recurring components.

6.2 Payments for Your use of the Service is to be made in the currency as indicated during Your registration to use the Service, or in the case of once-off pay-as-you-go customers, the local currency applicable at the Charge Point, all in accordance with the Price Plan Terms and Conditions.

7. Overstay Fees

7.1 In order to ensure efficient use of the Public Charging Network, and to discourage inappropriate use of Charge Points, an Overstay Fee may be applicable. This is specified in the Price Plan Terms and Conditions and will be included in the over-all cost to charge.

7.2 In general, the application of the Overstay Fee will be automated. However, We reserve the right to apply this manually and retrospectively should we detect that

attempts are being made to circumvent it. We would consider behaviour such as stopping an in-progress charge and starting another one on the same Charge Point from the same Account, with just a token period of inactivity (less than 5 minutes) in between to represent an attempt at circumvention.

8. Payment

8.1 We accept electronic payment via all major debit and credit cards, including Visa, Mastercard, Maestro, Diners Club and JCB. Additional payment options may be added over time.

8.2 Payment card details stored on Your Account to facilitate Your use of the Service may be updated or modified by You online via www.esb.ie/ecars if You are an ROI Customer or via www.esb.ie/what-we-do/ecars-ni if You are an NI Customer, or via the Ecar Connect Mobile App.

8.3 Details of a valid payment card with sufficient funds available must be provided. A pre-authorisation for a nominal amount will be carried-out during Account registration or in the case of once-off pay-as-you-go or contactless payment charging, in order to confirm card validity. However, Your payment card will not be debited with this sum.

8.4 Payment collection will be based on the type of Account You have with Us. We will collect payment immediately in the case of pre-pay Accounts i.e. upon initial Account registration or when You instruct Us to do so (by indicating that You wish to perform a top-up). In the case of post-pay Accounts, We will collect payment in line with the Price Plan Terms and Conditions. For once-off, pay-as-you-go or contactless payment charging, We will collect payment as soon as the charge has been completed.

8.5 Should payment be declined, or fail for reasons associated with payment card validity, lack of adequate funds, or other card-related issue not connected with our payment processing systems, We will let You know. In the case of post-pay accounts, the Service will be temporarily suspended should payment fail, pending the rectification of the payment issue by You and the successful collection by Us of the amount due. We reserve the right to charge a late payment fee in addition to the amount due, details of which will be specified in the Price Plan Terms and Conditions.

8.6 In the event that You fail to resolve the issue within 14 days of the initial payment failure, Your account will be disabled and all Charge Point Access Cards de-activated.

8.7 You will need to contact Us in order to pay the outstanding balance on the Account and have it re-activated. We (or Our agents acting on our behalf) will be entitled to take all necessary steps required to recover any outstanding amounts due.

9. Cooling off period

9.1 If You register for an Account with Us, irrespective of the type – either post-pay or pre-pay, You may choose to terminate the Service and hence the Agreement within 14 days of Account Activation. Any costs incurred during this period, be they usage or service-related, will be borne by You. All cancellation requests should be directed to our Customer Care Team or emailed to ecars@esb.ie.

10. Charge Point Access Cards

10.1 In order to access the Public Charging Network, You may choose to use a Charge Point Access Card. Charge Point Access Cards will remain valid provided the Account to which they are associated is active and is not in arrears. Multiple Charge Point Access Cards may be active (and used simultaneously) on Your Account at any one time.

10.2 Charge Point Access Cards are Our property and should be returned upon Account closure.

10.3 You, or any third party working on your behalf will not tamper with, modify, copy, reverse engineer (or similar) any Charge Point Access Card. Detection by Us of any such activities will result in immediate Account suspension. We reserve the right to recover any costs, losses and/or damages incurred by Us arising out of or in connection with unauthorised access to, or misuse of, a Charge Point Access Card and/or any data and / software held therein.

10.4 If Your Charge Point Access Card is lost or stolen, You must contact our Customer Care Team immediately to deactivate it.

11. Account Activation

11.1 Your Account will be fully provisioned, and the Service made available, from the point at which You complete the registration process by telephone, on www.esb.ie/ecars if you are an ROI Customer or on www.esb.ie/what-we-do/ecars-ni if You are an NI Customer, or in the Ecar Connect Mobile App, and provide verification (either by clicking a link contained in a verification email You receive from Us, or by entering a numeric code sent to You by Us via SMS in the Ecar Connect Mobile App) that You wish the account to be activated. The dispatch of any associated Charge Point Access Card(s) when ordered (either automatically by the system or manually by You) will occur within 7 working days.

11.2 For the avoidance of doubt, no Account is required in the case of once-off, pay-as-you-go charging.

12. Service Cancellation / Account Closure

12.1 Cancellation requests are to be submitted electronically either via email to ecars@esb.ie or via the methods listed on www.esb.ie/ecars if You are an ROI Customer or on www.esb.ie/what-we-do/ecars-ni if You are an NI Customer;

12.2 Upon receipt of a notification from You to cancel the Service, where:

12.2.1 You have entered into a fixed term contract where the term has not yet expired. Service cancellation, and Account closure will take place on the last billing date of the term, unless You elect to pay an early termination fee (if specified in the Price Plan Terms and Conditions), in which case the Service may be cancelled, and the Account closed immediately, in which case the Agreement will be terminated; or

12.2.2 You have entered into a fixed term contract where the term has not yet expired and you have an outstanding balance on your account. Service cancellation, and Account closure will take place on the last billing date of the term once you have settled your account, unless You elect to pay an early termination fee (if specified in the Price Plan Terms and Conditions) having settled your account, in which case the Service may be cancelled, and the Account closed immediately, in which case the Agreement will be terminated; or

12.2.2 You have entered into a fixed term contract where the term has already expired. Service cancellation, and Account closure will take place immediately and the Agreement will be terminated.

12.2.3 You have entered into a fixed term contract where the term has already expired. Service cancellation, and Account closure will take place immediately and the Agreement will be terminated dependent on your account being settled.

12.3 In exceptional circumstances, for example, upon learning of Your death, We reserve the right, at our sole discretion, to close Your Account immediately and waive any applicable early termination fee and/or any applicable minimum notification of termination period.

13. Refunds

13.1 Any decision regarding the provision of refunds will be made at Our sole discretion.

14. Feedback/Complaints

14.1 If You would like to provide feedback or make a complaint in respect of the Service, You may do so by contacting the Customer Care Team, or via email to ecars@esb.ie.

15. Data protection

15.1 To enable Us to provide You with the Service in an effective, efficient and personalised manner, We must collect, store and use Personal Data relating to You. This includes Your name, address, contact details, energy consumption and usage, as well as billing and payment information. If appropriate, We may also hold data supplied by You, such as Your vehicle details and answers to security questions. This data is mainly used to manage Your Account. In addition, data relating to you may be used for Our own business purposes, including, but not limited to market research activities.

15.2 We may keep Your data for a reasonable period subsequent to closure of Your Account. We undertake not to keep it for any longer than is necessary and/or as required by law.

15.3 We will hold and manage Your Personal Data in accordance with the DPA.

15.4 We may disclose certain elements of Your data to agents, partners, or third party organisations in connection with any of the activities as outlined above. Such entities are permitted to use Your data only as instructed by Us. They are also required to keep Your data safe and secure.

15.5 Where applicable law requires, We may disclose Your Personal Data to authorities such as relevant policing bodies, local authorities or regulatory organisations.

15.6 From time to time You may wish to speak to Our employees (or agents acting on Our behalf) by telephone. These conversations may be recorded. We will treat the recorded information as confidential and it will only be used for training/quality control, account management and customer satisfaction purposes.

15.7 We will only deal with the Account holder in relation to Account information, Service usage and customer service. In order to protect Your privacy, we may request proof of identity when you contact Us.

15.8 Where necessary, we will seek the consent to specific uses of Your Personal Data. Where you give that consent, you are entitled to revoke it at any time.

15.9 You have significant rights in relation to the Personal Data we hold about You. These rights include:

15.9.1 Access to, and copies of, the Personal Data we hold about You;

15.9.2 Correction of any Personal Data that is inaccurate; and

15.9.3 Deletion or erasure of Personal Data that We no longer require.

15.10 To find out more about Your rights and how we manage and protect them, please refer to the ESB Data Privacy Notice.

15.11 Further details can be obtained by contacting our Data Protection Officer at 27 Fitzwilliam Street Lower, Dublin 2, D02 KT92.

16. Marketing

16.1 From time to time We (or agents acting on Our behalf) may contact You by text message, e-mail, post, telephone or in person with information about products or services (EV-related or otherwise including those offered by third parties) which may be of interest to You. Please follow carefully the instructions below to ensure that Your marketing preferences are respected.

16.2 During the registration or charging process, We will ask Your preference in relation to receiving marketing communications from Us. You will need to provide an indication that You do, the default is that We assume that You don't. Where You do indicate that You wish to receive marketing communications from Us, We will ensure that You have an opportunity to opt out at any time (and We will inform You of this).

16.3 If, any time after registration you do not wish to be contacted, please exercise Your right of opt out, either via Your account online, or through the unsubscribe feature in any electronic message You receive from Us.

17. Variation of Terms

17.1 We may amend, vary or add to these Terms of Service at any time for example: (i) to comply with changes in the law or regulations; (ii) where a third party changes their terms; or (iii) due to the introduction of new services or product features.

17.2 If We amend Our Terms of Service, We will give You notice of the changes in advance using the contact details You have provided to Us when registering your Account. If We change Our Terms of Service, We will provide You with a copy of the amended Terms of Service or tell You where You can view or obtain a copy of the amended Terms of Service. We will also publish details of any such amendment on Our Website.

17.3 If any variation, addition or amendment is unacceptable to You, You may terminate the Terms of Service by notice in writing within seven (7) days of the variation, addition or amendment taking effect. Otherwise You will be deemed to have accepted the new conditions. Acceptable forms of notification include email to ecars@esb.ie, or in written form to ESB ecars, Mailing Room, Abtran (eCars mail), Bessboro Road, Mahon Industrial Estate, Co. Cork.

17.4 It is assumed that We will have given You proper notice if We contact You via the email address held by Us as part of Your Account. It is Your responsibility to ensure that the information held by Us is up-to-date.

17.5 The latest version of Our Terms of Service can be found on Our Website or in the Mobile App.

18. Our Liability

Nothing in these Terms of Service will exclude or restrict Your or Our liability for death, personal injury or fraud.

19. Your Liability

19.1 You will be liable for any damage caused to the Public Charging Network through your negligence, improper use or deliberate mistreatment of the Public Charging Network.

20. Assignment

20.1 You may not assign the Agreement without Our prior written consent.

20.2 We may, without Your agreement, assign or transfer all or any part of Our rights and subcontract any of Our obligations under the Agreement to a party that holds the necessary authorisation(s).

21. Contact Details

ESB ecars

27 Fitzwilliam Street Lower

Dublin 2

Ireland

D02KT92

Telephone: 01 258 3799 (Ireland)

Telephone: 0345 601 8303 (Northern Ireland)

Email: ecars@esb.ie

22. Events Beyond Our Control

22.1 We will not have to carry out any obligation under this Agreement if We are prevented from doing so by any cause beyond Our reasonable control. This includes, but is not limited to, failure or shortage of power supplies, civil unrest, labour shortage or labour dispute, instructions or requests from the Government, an emergency services organisation, or any other competent authority, or legal obligations.

23. General

23.1 If We waive a breach of these Terms of Service by You, that waiver shall not be considered to be or include a waiver of any previous or subsequent breach by You of the same or any other provision of these Terms of Service.

23.2 If a competent authority determines that any provision of these Terms of Service is invalid or unenforceable in whole or in part the validity of the other provisions of these Terms of Service and the remainder of the provision in question shall not be affected by that determination.

23.3 Where You are more than one person, each such person will be jointly and severally liable for Your obligations under these Terms of Service.

23.4 In performing Our obligations herein We may use third parties to act on our behalf and/or perform certain obligations herein as our subcontractors. All

restrictions set herein shall apply to any such parties including related to liability, disclaimers and events beyond our control.

23.5 If You are an ROI Customer, these Terms of Service are subject to the laws of Ireland. Any disputes arising from these Terms of Service and consequences thereof shall be brought before the courts of Ireland, to which the parties expressly attribute jurisdiction, including in the event of summary judgements, introduction of third parties or numerous defendants. If You are an NI Customer, these Terms of Service are subject to the laws of Northern Ireland. Any disputes arising from these Terms of Service and consequences thereof shall be brought before the courts of Northern Ireland, to which the parties expressly attribute jurisdiction, including in the event of summary judgements, introduction of third parties or numerous defendants.