

Directory Enquiry Service Terms & Conditions

1. Information About Us

1.1 These are the Directory Enquiry Service Terms & Conditions for Conduit Enterprises Ltd ("Conduit"), a company registered in Ireland with the company registration number 244275 and a registered office at 22 Northumberland Road, Ballsbridge, Dublin 4.

1.2 Customers can contact Conduit by calling their Customer Care team by telephone on 1 800 923 433 or writing by email on customer care@11850.ie.

2. Definitions

In this Agreement the following terms and expressions shall have the following meanings, unless the context requires otherwise:

"Agreement" means these terms and conditions and the Conduit Tariff.

"Conduit Tariff" means the tariff of Service Charges published by Conduit from time to time and available on request to Customer, and published on the Internet at <https://11850.ie/pricing/index.html>

"Intellectual Property Rights" means patents, design rights, trade marks, copyright, database rights, semiconductor topography rights, whether present or future, registered or unregistered, and all applications for any of such rights together with any similar rights of whatever nature subsisting throughout the world.

"Listing" means information concerning the name, address and the telephone number of a subscriber to telephony services in Ireland.

"Service Charges" means the charges payable by Customer to Conduit for the provision of the Service calculated according to clause 8 and the Conduit Tariff. "Customer" means a customer of Conduit's voice based directory enquiry services.

"Service" means such directory assistance and/or information services that may be offered by Conduit to Customers in Ireland who dial Conduit's' access numbers 11850, 11860 and 11888 or such additional access numbers as Conduit may utilise from time to time ("the Access Numbers").

3. Application of this Agreement

The terms and conditions of this Agreement apply to each use by the Customer of the Service, and by accessing or using the Service the Customer agrees to be bound by them. If Customer does not agree to be bound by these Terms and Conditions he/she should immediately cease using the Service.

4. Service Provision

4.1 Conduit provides the Service to Customer:

- a. on the terms and conditions of this Agreement;
- b. with the skill of a competent telecommunications directory assistance service provider;
- c. with reasonable care; and
- d. in accordance with any applicable laws.

4.2 Conduit provides the Service to Customer solely for Customer's own private, non-commercial use. Customer may not resell the Service to any third party.

4.3 Conduit provides the Service only to persons who access it through calls originating in Ireland to Conduit's Access Numbers.

4.4 Conduit may provide a Listing, at Customer's request, by any of the following means:

- a. by connecting Customer directly to a Listing, as part of the Service; or
- b. verbally; or
- c. only where Customer has accessed the Service via a mobile phone, by SMS message sent to that mobile phone.

5. Customer Complaints & Refunds

5.1 Conduit will use its reasonable endeavours to provide each Listing accurately to Customer. If Conduit inaccurately provides a Listing to Customer then please contact us by telephoning 1 800 923 433 or by emailing customer@11850.ie.

5.2 Conduit shall, on request by Customer, refund Customer the Service Charges attributable to that provision of the Service if the telephone number provided in a Listing is incorrect.

6. Use of the Service

6.1 Customer is responsible for obtaining all necessary equipment and telecommunications services required to access and use the Service.

6.2 Customer may not use the Service in any improper, unlawful or illegal manner or in breach of any legislation or licence that applies to Customer.

7. Data Protection/Call Recording

7.1 Conduit shall only use Customer's personal information as set out in their Privacy Policy which is updated from time to time and available at: <https://11850.ie/documents/11850-Privacy-Policy.pdf>

7.2 Customer acknowledges and agrees that for billing purposes Conduit may store and pass on to the relevant telecommunications operator information about:

- a. the identity details of any telecommunications line (whether fixed or mobile) used to access the Service; and
- b. the duration of the call in which Customer accesses the Service and that of any subsequent call connected by use of the Service.

7.3 Conduit may monitor or record Customer's calls to Conduit in order to improve the quality of the Service(s) or for training purposes.

8. Charges for the Service

8.1 Charges for using the Service shall be calculated on the basis of the Service Charges set out by Conduit. Further details on those Service Charges can be found at

<https://11850.ie/pricing/index.html>

8.2 The Service Charges at <https://11850.ie/pricing/index.html> give the call charges from an Eir landline. If the Customer calls from another landline or mobile network, the charges may be different, and may cost more. Telecommunications operators other than Eir may set a different charge or apply additional handling charges to elements of the Customer's call. These charges vary by telecommunications operator. Conduit cannot be held responsible for the different charges set by telecommunications operators. Questions concerning different charges should be directed to the Customer's telecommunications operator.

8.3 Customer acknowledges and agrees that, in common with other premium rate services, the Service Charges for its use of the Service will appear on an invoice that Customer receives from the telecommunications operator whose services Customer used to access the Service.

8.4 The Service Charges shall be payable by Customer irrespective of whether or not Conduit is able to provide a Listing requested by Customer when using the Service.

8.5 During a call between Customer and Conduit, Conduit's directory enquiry agents may offer to connect Customer directly to the telephone number provided in a Listing. This service is referred to as "onward call connection". If Customer elects to be connected directly to the telephone number provided, Customer will hear an automated announcement stating the Eir landline cost applicable to the remainder of the call, and that costs from other networks will vary, and will be connected to the number and charged the Service Charges for the entire duration of the call.

9. Intellectual Property Rights

All Intellectual Property Rights in the Service belong to Conduit or its licensors and nothing in this Agreement operates to transfer any such Intellectual Property Rights to Customer.

10. Suspension of Service

Conduit may suspend the Service at any time without notice to Customer: (a) for maintenance or other operational reasons; (b) in the case of an emergency, or (c) as a result of a force majeure event in accordance with clause 13.

11. Termination

Conduit may terminate this Agreement and/or discontinue offering the Service at any time for any reason it sees fit. The Customer may terminate this Agreement by ceasing to use the Service at any time as it sees fit.

12. Limitation of Liability

12.1 Conduit does not exclude or limit its liability for death or personal injury resulting from its negligence or from its act or omission, or for any liability that it would be unlawful for Conduit to exclude or limit.

12.2 Subject to clause 12.1, Conduit shall not be liable to Customer whether in contract, tort or otherwise for any loss of revenues, profits, the use of money, goodwill, or anticipated savings, for any loss or destruction of data or (without limitation) for any indirect or consequential loss or damage of any kind, whether any such loss is reasonably foreseeable or not arising in connection with the Service for any reason (including any inaccuracies in any Listing or any directions given) save where such loss arises from our failure to meet the requirements of conformity as set out in the applicable legislation.

12.3 Customer acknowledges that any information supplied by Conduit as part of the Services is derived from databases and directories supplied to Conduit by third parties. Customer also acknowledges that many subscribers to telephony services in Ireland do not permit their Listings to be made available to directory enquiry services, and accordingly the databases and directories used by Conduit cannot list all Listings in use in Ireland. Subject to clauses 5 and 12.1, Conduit accepts no liability for any loss attributable to or caused by any unavailability or inaccuracy in any Listing.

12.4 To the extent that Conduit's liability is not excluded by this clause 12, Conduit's liability to Customer in connection with this Agreement (whether arising in contract, tort (including negligence) or otherwise) is limited to refunding Customer the Service Charges for the use of the Service by the Customer that gave rise to that liability.

13. Force Majeure

Conduit shall not be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented due to any cause beyond its reasonable control including but not limited to Acts of God, storm, earthquake, inclement weather conditions, fire, flood, war, industrial action, lockout, default or failure of a third party, or governmental action, failure or shortage of power supplies, labour shortage, the act or omission of highways or railways authorities or telecommunications operators.

14. Assignment

Conduit shall have the unrestricted right to assign, licence or otherwise dispose of its rights and obligation (in whole or in part) under this Agreement. The customer may terminate this agreement any time this happens by ceasing to use this service

15. Amendments

Conduit may vary the terms and conditions of this Agreement, including Conduit Tariff, at any time. The customer may terminate this agreement any time this happens by ceasing to use this service. Conduit shall ensure that the most recent version of these terms and conditions is situated on the Internet at <https://11850.ie/site-policies/index.html>. Such change shall take effect from the date that the variations are posted on the Internet.

16. General

16.1 Failure by either party to enforce any of its rights under this Agreement is not to be taken as or deemed to be a waiver of that right unless the waiving party acknowledges the waiver in writing.

16.2 Part or all of any clause of this Agreement that is unenforceable or illegal is to be severed from this Agreement and does not affect the enforceability of the remaining provisions of this Agreement.

16.3 The warranties, exclusions and the other express provisions of this Agreement set out the full extent of Conduit's obligations and liabilities concerning its subject matter.

16.4 This Agreement is governed by the laws of Ireland and the parties agree to submit disputes in connection with this Agreement to the exclusive jurisdiction of the Irish Courts, or, if Customer is a consumer, to the competent court of his/her country of habitual residence if this country of habitual residence is within the UK or is an EU Member State.

16.5 This clause 16.5 applies if Customer is a consumer: Customer will benefit from any mandatory provisions of the law of the country in which he/she is resident (including relating to the venue for resolving disputes). Nothing in this Agreement, including clause 16.4 affects Customer's rights as a consumer to rely on such mandatory provisions of local law.

16.6 If the Customer is resident in an EU Member State, the Customer may submit a complaint regarding this Agreement to the European Commission's online dispute resolution (ODR) platform, which can be accessed here: www.ec.europa.eu/consumers/odr.