

# Vodafone Top Up Services Terms

Reviewed 151119

Each of the below sets of terms and conditions relate to a particular top up service that Vodafone offers to you, the customer. For the avoidance of doubt, each set of terms and service is separate and distinct from each other.

## Vodafone Pay As You Go Scheduled Top Up Service Terms and Conditions

1. The following terms and conditions form part of Vodafone's Pay As You Go Scheduled Top Up Service ("the Service"). Vodafone's general terms and conditions, to which you have also agreed to are available at <http://www.vodafone.ie/terms/prepay#generalFrom130611> combined with these terms below constitute a legally binding agreement between Vodafone ("we/us", "Vodafone") and the Customer ("you/the Customer") for the use of the Service.
2. Automatic top up and Scheduled Gifting ("Automatic top up Service(s)") are available to Customers registered with the Service. You may set up a Scheduled Top Up Service whereby you add credit to either your own PAYG Vodafone mobile ("Automatic top up") or you add credit to another Vodafone PAYG mobile ("Scheduled Gifting"). This can be set up so that the Top Up is applied on the same day each week, same date each month or every recurring 30 days.
3. To avail of and register for an Automatic top up Service you must have an Irish mobile number with a Caller Line Identification (CLI) number. You do not have to be a Vodafone Customer to use the Automatic top up service. Only one (1) Automatic top up can be set up per mobile number.
4. You acknowledge that funds will be automatically deducted from your selected payment card and credited to the registered Vodafone Direct Top Up account when Top-Up is ordered through the Automatic top up Services on the same day each week, date each month and on a rolling basis until and unless you cancel your Scheduled Top Up in accordance with Clause 6 below.
5. Once you have successfully set up Automatic top up, we will send you a text message to notify you that your registration was successful. This will be followed by a further text message on the day or date selected you selected your account to be Topped Up to confirm the Automatic top up amount credited to your registered Top Up account.
6. Once you have successfully set up Scheduled Gifting, we will send you a text message to notify you that your registration was successful. Each time the phone you set up to receive the scheduled gifted credit ("giftee") is topped up you will receive an SMS to state the Top Up amount you sent to the Giftee and how much was deducted from your payment card. We will only send the person you registered a text message to notify them of the amount credited to their mobile phone on the day or date you selected.
7. To amend or cancel your Automatic top up Service, you must give Vodafone a minimum of 24 hours' notice, by contacting us on 1747 or 1850-995-087 or via the web and advising our Customer Service Representative's that you wish to amend or cancel your Scheduled Top Up Service, before this will be applied and take effect to your registered Direct Top Up account.
8. Vodafone operates this Service in conjunction with a third party service provider (Vesta Payment Solutions Ltd). You acknowledge and accept that Vodafone and its associated third parties must collect personal data, including without limitation credit information from you to register and use the Service and Scheduled Top Up Services. You acknowledge and

expressly consent that Vodafone and its associated third parties may collect, process and disclose your personal data, including without limitation disclosing your registered mobile number to your giftee via SMS to notify them of their Scheduled Gift or Once off Top Up Gift. Vodafone and its associated third parties will always process your personal data in strict accordance with the Data Protection Acts 1988 and 2003 as amended.

9. Vodafone will not be liable or responsible to you or any third party for any loss or damage you may suffer in relation to your use of this Service and the acts or omissions of our third party service providers, agents or contractors, including without limitation the processing of customer refunds via the Service. As the registered account owner of that mobile number you are only authorized to set up, amend and otherwise cancel the Service or Automatic top up Services and therefore, accept sole full responsibility for using the Service and Scheduled Top Up Services in accordance with these terms and conditions and hence, keeping your account details and Top Up Codes and Usernames/Passwords safe and secure from loss or theft. In addition, Vodafone will not be liable or responsible for any failure in the Service that may arise as a result of any power disruption or technical fault.
10. Vodafone reserves the right to vary or amend these terms and conditions of the Service in whole or part at any time, where in its opinion there is a valid commercial, technical or operational reason. Vodafone will endeavour to give you reasonable prior notice of any changes to the Service, or its terms and conditions, however please continually check our website for updates to these terms and conditions, as your continued use of this Service will be taken as acceptance of any future changes.
11. Where applicable, you can find full information on, and our cancellation form for, cooling off rights under the Consumer Information Regulations 2013 in respect of the Offer here: <https://n.vodafone.ie/support/orders.html>

## Vodafone Online, IVR and SMS Top Up Service Terms and Conditions

1. The following terms and conditions form part of Vodafone's Top-Up Online, IVR and SMS Service ("the Service"). Vodafone's general terms and conditions, to which you have also agreed to are available at <http://www.vodafone.ie/terms/prepay#generalFrom130611> combined with these terms below constitute a legally binding agreement between Vodafone ("we/us", "Vodafone") and the Customer ("you/the Customer") for the use of the Service.
2. This Service enables Customers to directly add credit ("Top-Up") to a Vodafone Pay As You Go ("PAYG") mobile via permitted payment cards listed below. This Service can be used from a Vodafone mobile by calling 1747, texting "Top Up" to 50277 followed by the amount you wish to Top-Up and the last four digits of your payment device, calling 1850-995-087 from all other fixed and mobile services or by visiting <http://www.vodafone.ie/myv> or <https://topup.vodafone.ie/VodafoneIEExternalWeb/enter.do>
3. If you wish to use this Service you must first register your payment details via 1747 or 1850-995-087 or via the website to set-up an account for the Service whereby you will register your payment card (i.e. your credit/debit card details) and for your security create a unique Top Up Code (PAYG Customers on IVR) or create a User Login/Password (Web).

## Vodafone Top Up Services Terms

Reviewed 151119

4. You must always provide your payment details, mobile phone number and Top Up Code (IVR customers) or Username password (Web) to access and Top Up a Vodafone PAYG mobile. Please note, after three (3) failed attempts to enter an incorrect Top Up Code or Username/Password you will be locked out of your Direct Top Up account whereby you must call us on 1747 or 1850-995-087 to verify and confirm your identity and account details for further access. We will reset your Top-Up Code (IVR) or you can request a temporary password (Web), however for your security and fraud reasons, it is your responsibility to change this immediately.
5. Once you have successfully registered for the Service, funds will be automatically deducted from your selected payment card and credited to the applicable Vodafone PAYG mobile when Top-Up is ordered through this Service.
6. The minimum Top-Up amount allowed in one transaction is €10.00. The maximum Top-Up amount allowed in one transaction is €100.00
7. You may use the following types of payment cards to Top-Up a Vodafone PAYG account:
  - VISA (all countries);
  - MasterCard (all countries); and
  - Laser/Debit Card (Republic of Ireland only)
  - Until further notice, you cannot use any other payment cards with this Service.
8. Top Up credit is non-refundable, non-exchangeable and non-transferable.
9. Calls to 1747 from Vodafone mobiles to access the Service cost 15c per call. Standard roaming rates will apply to calls to the 1747 Service number made whilst roaming. See [www.vodafone.ie](http://www.vodafone.ie) for full details as to our roaming rates and charges. SMS to 50277 is provided free of charge within the Republic of Ireland and selected countries whilst roaming.
10. You are advised that the Service may not be available whilst roaming in certain countries. The countries with which Vodafone has roaming agreement are listed on [www.vodafone.ie](http://www.vodafone.ie).
11. Call charges also apply for calls to the Service using the 1850-995-087 number, which is only accessible within the Republic of Ireland. Callers from a landline will pay 2.6c per min during peak times, 1.4c per min off peak. Callers from a mobile will pay 23.4c per min during peak times, 15.8c per min off peak.
12. Where applicable, you can find full information on, and our cancellation form for, cooling off rights under the Consumer Information Regulations 2013 in respect of the Offer here: <https://n.vodafone.ie/support/orders.html>.
- a. Post Pay Customers must be connected to the Vodafone Network for a period greater than six months and
- b. The billing account of the Post Pay Customers must not be outstanding and the Post Pay Customer must have credit rating acceptable to Vodafone.
3. Where the Post Pay Customer attempting to use the Service does not satisfy these criteria any requests or orders for a Top-Up to a Pay as you go Customer shall not be processed.
4. The Service allows Post Pay Customers to credit additional mobile credit to the pre-paid account of any eligible pre-paid subscribers to the Vodafone network ("Pay as you go Customers") in specified Euro denominations (a "Top-Up").
5. The Service can be used either on a once-off basis or as a scheduled regular top-up service.
6. The cost of the Service is the amount of the Top-Up which the Post Pay Customer requires to be credited to the Pay as you go customer's account under the Service. Top-Ups may be requested in amounts of any denomination of €10, €20 and €40 [up to a maximum limit].
7. For once-off Top-Ups the Customer will be required to send the Top-Up request to 50228. The Top-Up request must consist of the mobile phone number of the Pay as you go Customer to which the Top-Up is to be granted along with the amount of the Top-Up. The Post Pay Customer will then receive a confirmation text message containing confirmation of the mobile phone number to which the Top-Up is to be granted and the amount of the Top-Up along with a unique ID code.
8. Post pay customers may also use the Service on a once-off basis by accessing the My Vodafone website. The Customer will be required to provide the mobile phone number of the Pay as you go Customer to whom he or she wishes to grant the Top-Up and the amount of the Top-Up which will be credited to that customer's pay as you go account.
9. Customers may also use the Service to schedule regular Top-Ups of mobile phone credit to a specified mobile phone number or numbers (to a maximum of 5 different mobile phone numbers). In order to use the Service in this way Customers must access the My Vodafone website and register the mobile phone numbers of the Pay as you go Customer and the amounts of the Top-Ups. The Customer may also decide the frequency of the scheduled Top-Ups (i.e. weekly, fortnightly or monthly).
10. Once a Top-Up request has been placed whether by text message or through the My Vodafone website it will be processed immediately and cannot be cancelled. However Customers may at any time cancel any of the regular scheduled Top-Ups by accessing the My Vodafone website in advance of the time of the scheduled Top-Up and amending the details thereon.
11. Customers will be informed by text message when the Top-Up has been delivered to the relevant Pay as you go Customer. This message will include details of the amount of the Top-Up granted and the mobile phone number to which it has been granted.

### Vodafone Top Me Up Service Terms and Conditions

1. These terms and conditions set out the basis upon which the Top Me Up service (the "Service") will be made available by Vodafone Ireland Limited of Mountainview, Leopardstown, Dublin 18 ("Vodafone") to the Customer and are in addition to and form part of the terms and conditions of the Vodafone mobile telecommunications service. In the event of any conflict the terms and conditions below shall prevail.
2. This Service is immediately available to all bill paying customers with the exception of Small to Medium Enterprise [SME] and Corporate customers in which case authorisation must be obtained via the account holder.

## Vodafone Top Up Services Terms

Reviewed 151119

12. The maximum amount of mobile phone credit (whether as a once-off Top-Up or regular scheduled Top-Up) which can be credited to Pay as you go Customers under the Service by an individual Post Pay Customers in any one calendar month will be at the sole discretion of Vodafone.
  13. Pay as you go customers who do not want to receive Top-Ups may opt-out from the Service by contacting the Customer Care helpline 1747 (from a mobile) or 1850 20 40 20 (from a landline). Pay as you go Customers may also opt-out from the Service through registering on the My Vodafone website and [www.vodafone.ie](http://www.vodafone.ie).
  14. Customers using the Service will be billed the amount of the Top-Up granted to a Pay as you go Customer directly to their Vodafone account at the time of the delivery of the mobile phone credit to the Pay as you go Customer.
- Important Note about the Post pay customers bill:**

15. The billing for Top Me Up is processed in real time, so when a Top Up is applied to a Pay as you go customer - whether once off or scheduled - the Top Up amount is debited to the Post pay customer's account immediately i.e. on the next Direct Debit date even if a bill has already been issued. The reason for this is to avoid double counting VAT on your bill.  
Example: A Postpaid customer is on a Direct Debit schedule to pay his Vodafone bill, the due date is 10th March He receives a bill for €50 on 7th March The customer Tops Up his son with €10 credit on 8th March On 10th March, his Direct Debit date, a total of €60 is taken from his bank account i.e. the original bill amount of €50 plus the €10 Top Up.
16. By using the Service Post Pay Customers are deemed to consent to the disclosure by Vodafone of their mobile phone number to the holder of the mobile phone number to which the Top-Up is granted.
17. Insofar as it is permissible by law, Vodafone shall not be liable for any injury, loss or damage, whether foreseen or unforeseen, directly resulting from:
  - any failure, interruption, delay, suspension or restriction in providing the Service to the Customer which is due to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority (whether local, national, international or supranational), an act of default of any supplier, agent or other person, strikes, work stoppages or labour disputes or any other cause whatsoever which is beyond the reasonable control of Vodafone;
  - any claim arising out of any act or omission by the Customer, its servants or agents or arising out of any reliance placed by such persons on the Service;
  - any valid suspension of the Service.
18. Vodafone reserves the right to withdraw the Service generally or from any particular customer at any time and to vary or amend any element of this Service at any time without further notice. These terms and conditions may be varied or amended by Vodafone for any valid commercial technical or operational reason.
19. Vodafone may, without notice, suspend the availability of the Service to the Customer wholly or partially for any valid reason, including without limitation, where:
  - the Customer fails to pay Vodafone any sums due under any other contract with Vodafone on the due date specified in an invoice, notwithstanding the issue of any invoices thereafter; or
  - Vodafone reasonably believes that the Customer is unable to comply with payment obligations, represents a credit risk or if Vodafone is unable to contact the Customer following reasonable efforts; or
  - the Customer fails to observe any term or obligation set out herein or any relevant law
20. Vodafone shall exercise such reasonable skill and care in the provision of the Service as may be expected of a reasonably competent mobile telecommunications operator. Except as expressly provided in these terms and conditions, all conditions, terms, warranties and representations whether express or implied by law in relation to the provision of the Service are excluded to the fullest extent permitted by the applicable law.
21. The Vodafone Privacy Policy applies in respect of the Service. Please see the My Vodafone website for details.
22. Where applicable, you can find full information on, and our cancellation form for, cooling off rights under the Consumer Information Regulations 2013 in respect of the Offer here: <https://n.vodafone.ie/support/orders.html>.