

Vodafone OneNumber Service Terms & Conditions

YOU MUST READ AND ACCEPT THE FOLLOWING BEFORE USING THIS SERVICE:

These terms govern the provision of the Vodafone OneNumber connectivity service add-on (the "OneNumber Service") to you, the customer, by us, Vodafone. These terms will apply in addition to the General Terms and Conditions of Vodafone Mobile Telecommunications Service viewable on https://n.vodafone.ie/terms/bill-pay.html and any additional service specific terms and conditions which you have signed up to. These terms form part of your agreement with us.

1) Vodafone OneNumber Service:

- a) The OneNumber Service is provided to you by Vodafone Ireland Limited, registered in Ireland at Mountainview, Central Park, Leopardstown, Dublin 18, Ireland, under registered number 326967. For more information see <u>www.vodafone.ie</u>.
- b) The OneNumber Service is a connectivity service add-on which can be added on to your existing Vodafone mobile telecommunications service (your "Primary Account"). It allows you to use your Primary Account Phone Number and your Primary Account mobile Price Plan allowance (minutes, SMS, and data) on your cellular enabled smartwatch (your "OneNumber equipment"). This allows you to stay connected on the Vodafone Network without always having your smartphone device nearby, subject to the limitations set out below. You can use the OneNumber Service to make and receive calls, send and receive SMS's and use data services from your Primary Account (using the same Phone Number) on your OneNumber equipment.
- c) Unless otherwise stated, you can only avail of one OneNumber Service subscription per mobile Price Plan subscription on your Primary Account.
- d) The OneNumber Service is an add-on service which, for the avoidance of doubt, is independent of your Primary Account mobile services contract.
- e) The OneNumber Service is available to eligible customers ("Eligible Customers") only. Eligible Customers are Vodafone mobile customers who have:
 - an active Vodafone Consumer BillPay, Business SOHO or small SME account (with less than <25 mobile subscriptions);
 - ii) an active Vodafone Red Unlimited Price Plan, including Red Lite but excluding our 30-day SIM Only plans;
 - iii) a compatible smartphone device (please see our website <u>https://n.vodafone.ie/shop/onenumber.html</u> for smartphone device compatibility information); and,
 - iv) a compatible cellular enabled smartwatch (please see our website <u>https://n.vodafone.ie/shop/onenumber.html</u> for smartwatch compatibility information).
- f) Your OneNumber Service must be on the same Vodafone account as your Primary Account and your OneNumber equipment must be paired with the smartphone device on your Primary Account. Your OneNumber equipment must be paired to the smartphone device on your Primary Account to enable data or receive/make calls and receive/send messages on your OneNumber equipment. Without a Primary Account, your OneNumber equipment will not function correctly.
- g) By purchasing a OneNumber Service, you acknowledge and consent to Vodafone downloading an eSIM profile to your OneNumber equipment. Please see here for more information: https://n.vodafone.ie/support/mobile/esim-support-faqs.html

2) Duration and Cost of Service

- a) The OneNumber Service is a provided on a rolling 30-day subscription basis, which we will continue to provide to you until either of us cancels this service.
- b) The OneNumber Service is charged in advance for each 30-day billing period. You will be billed for the OneNumber Service at the same time and on the same Vodafone bill as your Primary Account.
- c) Billing for the OneNumber Service will commence when this service is activated, see section 3 below.
- d) The OneNumber Service is subject to a recurring fee, as set out on our charge's webpage here: <u>https://n.vodafone.ie/terms/rates.html</u>. Unless otherwise advised, this fee is €5 per month. Vodafone reserves the right to amend this fee and/or remove discounts at any time.
- e) Your OneNumber Service does not include any allowance for calls, messaging, or data usage; you will use the allowance from the associated mobile Price Plan on your Primary Account. If your Primary Account

allowance is exhausted or additional services not included in your Primary Account are used, out of bundle charges will apply. These charges are set out on our charges webpage here https://n.vodafone.ie/terms/rates.html and will be added to your Primary Account bill as and when you use them.

3) Starting to use the Service

- a) Please note that when you choose to purchase a OneNumber Service, it may take up to 24 hours for the service to be activated on your account. Once activated, you will receive an SMS message confirming your OneNumber Service is active and available for you to use.
- b) Setting up and starting to use the OneNumber Service for your chosen OneNumber equipment is quick and easy. Find out more about setting up your OneNumber Service here <u>https://n.vodafone.ie/support/bill-pay-hub/bill-pay/onenumber.html</u>

4) Ending your use of the Service

- a) The OneNumber Service can be cancelled any time by contacting us; you can do so by calling 1907, visiting a Vodafone retail store or by visiting onenumber.vodafone.com/ie. If you cancel the service mid billing period; you will be refunded the charges paid in advance for any days remaining in that subscription period. This refund will be applied by way of a credit to your Primary Account.
- b) If you enter a "distance" or "off-premises" contract with us under the Consumer Rights Act 2022 you may have the right to cancel this Agreement within your cooling off period, which expires 14 days from the date your contract starts for a distance contract and 30 days from the date your contract starts for an off-premises contract. To exercise this right to cancel you must notify us before the expiry of your cooling off period. You can do this through the OneNumber portal onenumber.vodafone.com/ie or visiting a Vodafone retail store.
- c) Please note if you (i) terminate or cancel your Primary Account; or, (ii) migrate your Primary Account from a Vodafone OneNumber compatible Price Plan [see eligibility under 1.(e) above] to a non-compatible Price Plan the OneNumber Service will be automatically ceased.
- d) Please note if at any point during your OneNumber Service subscription you no longer have a compatible smartphone device or compatible cellular enabled smartwatch we cannot guarantee any level of OneNumber Service, the service functionality may be restricted in part, or it may not work in its entirety. You can decide to end your One Number Service at any time as set out at (a) above.
- e) If you migrate your Primary Account from a Vodafone OneNumber compatible mobile bill pay Price Plan to another OneNumber compatible mobile bill pay Price Plan, we will continue to provide you with the OneNumber Service.
- f) If your OneNumber equipment is lost or stolen, you can suspend your OneNumber Service however please note this will not cancel your OneNumber Service and therefore you will still be charged the recurring fee for this service during any period of suspension. You will be responsible for all out of bundle charges incurred until you suspend your OneNumber Service. You can suspend your One Number Service by following the steps on onenumber.vodafone.com/ie. You can reactivate this service at any time. If you wish to fully cancel the service, you can do so at any time in the ways set out at (a) above.
- g) You can transfer ownership of your Primary Account that has a OneNumber Service active. This can be done using the transfer of ownership process and the transfer of ownership is completed on the Primary Account. In this case, all services will be transferred. If you wish to do a transfer of ownership on your Primary Account, and you do not wish to transfer the OneNumber Service, you must cancel your OneNumber Service before completing the transfer of ownership. You can cancel the OneNumber Service at any time in the ways set out at (a) above.
- h) We may suspend or stop providing the OneNumber Service to you if you do not comply with our terms, including if you fail to pay the relevant fees (as detailed above) for your use of this service.

5) Limitations of the service

a) The OneNumber Service works on the Vodafone mobile network and network speeds & limitations (including in particular coverage limitations) apply. Your OneNumber equipment must have mobile network coverage and network speeds of 3G or higher to avail of the OneNumber Service. Please see <u>https://n.vodafone.ie/support/mobile/data-speed-information.html</u> for more information on network speeds. Please note that certain cellular enabled smartwatches or cellular enabled equipment have specific limitations and do not support specific network speeds (for example, 2G or 5G) or network capabilities. These limitations and/or capabilities will vary per piece of equipment, which you are advised to check before signing up for a OneNumber Service. You should also note equipment support and functionality may change from time to time.

- b) Depending on your OneNumber equipment type, if the smartphone device paired to your Vodafone OneNumber equipment is switched off, or does not have mobile network coverage, you may not send or receive text messages on your Vodafone OneNumber equipment. Please note, this limitation includes the sending of an emergency SMS to 112.
- c) Roaming is not supported with the OneNumber Service. If you wish to use your OneNumber equipment while abroad, please ensure Bluetooth is enabled and paired on both your smartphone device and your OneNumber equipment. You may also wish to connect your OneNumber equipment to Wi-Fi networks. Always bring your smartphone device while travelling abroad. For more information on roaming please see www.vodafone.ie/roaming.
- d) The OneNumber Service is only supported with cellular enabled smartwatches. Bluetooth only smartwatches are not supported with OneNumber. If you're not sure whether your smartwatch is cellular enabled, check in your device settings or with your manufacturer. Please note; where your smartwatch and smartphone device are connected via bluetooth, this may impact your ability to make simultaneous outgoing calls on these devices.
- e) A customer can only have 1 OneNumber subscription per mobile subscription.
- f) Where your smartwatch and smartphone are connected via bluetooth, this may impact your ability to may simultaneous outgoing calls on these devices'
- g) If your Primary Account service is suspended in full or in part, your OneNumber Service will also be suspended to the same extent for the duration of your Primary Account Service suspension.
- h) While we monitor the OneNumber Service and will aim to fix all bugs and errors with the service that we are aware of, we don't warrant that your use of the service will be error-free, uninterrupted, or available at all times.
- i) Unless otherwise agreed, we are not legally responsible for the operation of any smartwatch or equipment that you use with the OneNumber Service.
- j) The OneNumber Service is provided 'as is' and as far as we are able to under the law we exclude all representations, warranties, conditions and other terms not expressly stated in these terms, including any implied warranties or conditions as to non-infringement of third-party rights and fitness for a particular purpose in relation to your use of the service.
- k) We are legally responsible to you if our negligence causes death or personal injury, or we act fraudulently.
- U We will not be legally responsible to you, or for any damages, for:
 - i) any loss or damage that you could have avoided or reduced by being careful or taking reasonable steps;
 - ii) loss of income or profits;
 - iii) loss of use of the OneNumber Service;
 - iv) loss of data;
 - v) lost business or missed opportunities;
 - vi) or any loss or damage that is not directly caused by us, that is outside our reasonable control, or which we could not reasonably expect at the time you entered into this agreement.
- m) We will not be legally responsible to you if we cannot provide the OneNumber Service because of something outside of our reasonable control.
- n) Unless our negligence causes death or personal injury or we act fraudulently, our legal responsibly to you will not be more than €500 for each claim or a series of related claims.
- o) The terms of this agreement will not affect any rights which you may have as a consumer under any applicable law and which we cannot exclude by agreement with you.

6) Customer Contact and Complaints

- a) If you have any questions concerning these terms, or you would like to contact us for any other reason, please go instore or visit <u>https://n.vodafone.ie/support/bill-pay-hub/onenumber.html</u>
- b) If you have a complaint, you can contact us at <u>https://n.vodafone.ie/aboutus/code.html</u> and your complaint will be managed in accordance with our complaints code of practice which is available here: <u>www.vodafone.ie/aboutus/code.html</u>.

7) Privacy

a) For general information about how we process your data as part of providing mobile connectivity, you can view our main privacy policy here www.vodafone.ie/aboutus/privacy. For the OneNumber privacy statement; please see here https://www.vodafone.ie/aboutus/privacy. For the OneNumber privacy statement; please see here https://www.vodafone.ie/privacy/products-and-services.html#onenumber

8) General

- a) This is the entire agreement between you and us for the OneNumber Service. This agreement does not cover buying or maintaining your OneNumber equipment.
- b) We may change, update, suspend, or discontinue the OneNumber Service at any time. For example, we may change, update or upgrade the service in order to ensure we can comply with new legal or technological developments.
- c) We may change these terms at any time. Where required, and if the changes are likely to materially disadvantage you, we will endeavour to give you a minimum of 30 days' notice. By continuing to use the service after that time, you are expressing and acknowledging your acceptance of the changes.
- d) This agreement is under Irish law. Any disputes can be dealt with the by courts in Ireland.