

General Terms and Conditions of the Vodafone Mobile Telecommunications Network up to 6 October 2019

Reviewed: 061019

These terms and conditions apply to new or upgrading customers from 29 November 2016 to 6 October 2019 only

"Reviewed 010321"

You have read and have agreed to the following:

1. The following general terms and conditions (the "Terms") will apply to all Vodafone Mobile telephone and broadband services (the "Services"). When signing up to the Services from Vodafone Ireland Limited ("Vodafone") you will be required to accept the Terms as well as any service specific terms and conditions which relate specifically to the Services chosen by you, the Customer. Please read through these General Terms carefully and note that capitalised words have special meanings - see the "Definitions" section at the end of these terms.

These terms are divided into Sections A to P below. For easier navigation, the most frequently accessed terms by Customers are B: Term, C: Renewal and Termination, F: Payment and Charges, I: Customer Information.

A: GENERAL

2. These Terms together with any of the following which may be applicable:

- i. the Customer Application Form;
- ii. our Privacy Policy;
- iii. the relevant fair usage policy;
- iv. service specific terms and conditions;
- v. price plans; and/or,
- vi. promotions chosen by you,

constitute a legally binding agreement (the "Agreement") between Vodafone and you. These terms and conditions can be found at <http://www.vodafone.ie/terms/>. Please note that various related Vodafone products and services including add-ons and Third Party Services may be subject to their own distinct terms and conditions which you should read as well.

3. Vodafone reserves the right to refuse to accept any Customer application.

4. Vodafone may vary or change the Agreement or any part of the Services for any commercial, technical or operational reason and any important changes will be notified to you in advance.

5. These terms apply to the Services which Vodafone has agreed to provide you at the time of entering into this Agreement and will continue to provide over the duration of the Agreement. These Terms can only be changed by Vodafone giving you 30 days' notice. In the event of any such change, you will have the option to terminate the Agreement without penalty during that 30 day notice period, subject to payment by you of all Charges due to date. Your continued use of the Service after this 30 day notice period has expired represents your acceptance of any changes.

6. Please note that Vodafone Agents are not authorised to change this Agreement or to agree any provision which is inconsistent with these terms.

7. Conditions of Connecting to Vodafone Services: Connection to the Services will be conditional on:

- i. you having and maintaining a credit rating satisfactory to Vodafone and providing Vodafone with such financial security as it reasonably requires;

- ii. you providing valid proof of identity/address and such evidence of residency in Ireland as Vodafone may require;
- iii. you being over eighteen (18) years of age (if a personal application); and
- iv. truthful and accurate completion of the Customer Application Form by you and the giving of such other information as Vodafone may for any valid reason request

B: TERM

8. This Agreement is for the Minimum Term shown on your Customer Application Form and/or welcome note, or in the absence of any term on the application form, for a period of 24 months when purchased with handset, unless your selected plan specifies a different duration of Minimum Term – refer to your CAF. This Agreement will commence when Vodafone accepts your application and connects you to the Vodafone network.

C: CONTRACT RENEWAL AND TERMINATION:

9. At the end of the Minimum Term, your Agreement will continue to run on a month to month basis, unless you, the Customer, provide notice of your desire to terminate this agreement.

10. Consequences of upgrade or switching plan: Following any upgrade of your equipment or to a new plan, your agreement will also be deemed to have entered a new Agreement with Vodafone.

11. You are permitted to do an in-life migration to a different plan with Vodafone, to the exclusion of downgrading your plan, for the remainder of your contract term.

12. This Agreement may be terminated by either party giving to the other at least 30 days' notice or in the case of porting (i.e. switching operator), on the completion of the porting process.

13. Where a Customer ports out of the Vodafone service without providing the required 30 days' notice period of termination, the Customer will be charged for the required 30 days' notice period. Where the Customer provides the required 30 day notice period of termination for voluntary disconnection, no such charge for the notice period will be charged to the Customer.

14. The above provisions apply to all bill pay mobile customers. Please note that Customers who terminate their agreement or port out when they are in-contract will have to pay for rental charges up to the end date of their Agreement with Vodafone.

15. If you port out of the Vodafone service, you accept that usage charges for the immediate billing period prior to porting out will be applicable, plus any other relevant charges or outstanding amounts on your account.

16. This Agreement is personal to you. You may not transfer this Agreement without Vodafone's written consent. We may freely transfer existing and/or future debts due to us without notice. You agree that we may contact any person named in any proof of identity and/or references provided by you in order to verify their accuracy (or continuing accuracy). Vodafone Equipment may only be used on the Vodafone Network and may not be used on any other Network unless Vodafone provides an Unlocking Code (please refer to Vodafone Customer Care for information on the costs (if applicable) of unlocking your handset).

17. If you would like to transfer ownership of this Agreement you must complete, and Vodafone must accept, a valid transfer of ownership application. It is also possible to change and amend the account holder details for your Vodafone Customer account. You can find out more information on www.vodafone.ie.

18. If you are a Customer concluding a 'distance contract' with us within the meaning of the EC (Consumer Information, Cancellation and Other Rights) Regulations 2013 you will have the right to cancel the Service within 14 days of commencing this Agreement. This right is subject to us receiving written notice, and the return all Equipment to us (including any chargers or ancillary equipment supplied to you). In the case of contracts for the delivery of goods, such sale of mobile handsets and mobile broadband devices, this will be within fourteen days of the date of delivery of the goods. The Customer will have to pay for any Charges incurred prior to such cancellation. To find out more about your Consumer Cancellation and Information rights and the Cooling-off Period Cancellation Form, please visit this webpage www.vodafone.ie/support/orders.html.

D: SERVICE AVAILABILITY:

19. Vodafone will use reasonable efforts to connect you to the Service on the same day as your application is made or as soon as is practicable and to make the Service available to you at all times. Due to the nature of mobile services, Vodafone is not in a position to guarantee or offer any minimum service levels. The quality and availability of the Service and related Vodafone products and services is subject to certain limitations, including the proximity of base stations and circumstances beyond Vodafone's reasonable control. This includes, but is not limited to, geographic and atmospheric conditions and the functional capability of your equipment.

20. Unless otherwise communicated to you, Vodafone does not represent or warrant that the operation of the Service or related Vodafone products and services will be uninterrupted, timely, secure, error-free, or that it will meet any Customers specific requirements. In particular Vodafone does not represent or warrant that calls will not be dropped, Voice or Data Sessions will not be lost, transmission of data calls will occur at any particular speed, or that all traffic can or will be transmitted by the network.

21. Vodafone does not accept responsibility for the security of Data Sessions. The Customer conducts any Data Session at its own risk and is solely responsible for adopting such appropriate security measures against unauthorised access to and interference with equipment (or associated software/hardware and data) as may be necessary.

22. Vodafone may modify or suspend the service wholly or partially, with or without notice, if such action is deemed necessary by Vodafone (e.g. for maintenance, security or other valid reasons); or if Vodafone is requested by an authorised authority; or is required to do so by legislation; for other technical, maintenance, security reasons; or other valid reasons. All reasonable efforts will be made to minimise such service disruptions. The Customer will have to pay for all Charges during any such service disruptions unless Vodafone decides otherwise.

23. Vodafone reserves the right, without prejudice to any other provisions of this Agreement, to issue such reasonable instructions, either on Equipment or on www.vodafone.ie, concerning the use of the Services as may be necessary in the interests of safety, quality of service, other Customers or telecommunications services as a whole, or for any other valid reason.

24. Vodafone makes no representation and gives no warranty as to the content, quality, availability, suitability or timeliness of any Third Party Service. Vodafone reserves the right to suspend or withdraw access to all or any such third party services on a temporary or permanent basis at any time. Third Party Services are used at your sole risk and we are not liable for any loss or damage suffered by you arising from the use of such services. Vodafone may be required to bill you for such services. This provision includes, but is not limited to, the use of Services to access third party websites not controlled by Vodafone. Vodafone accepts no responsibility for same, their content or services, and no endorsement or approval of such sites by Vodafone may be implied.

25. Reliance on Call Content is at your sole risk. Vodafone will not be liable for any Call Content sent or received by you. Vodafone makes no

representation as to the quality, accuracy, correctness, completeness or suitability of any Call Content. You acknowledge that Call Content may be protected by copyright, trademark or other intellectual property rights.

26. Roaming: You may use the service while located outside the Republic of Ireland. However, access to local networks will depend upon the arrangements between local operators and Vodafone. Special charges will apply to such use of the Services outside of the Republic of Ireland. The terms and conditions which apply to roaming can be consulted on Vodafone's website at <http://www.vodafone.ie/roaming/>. Under EU Roaming regulations you can use your monthly allocation of minutes/data/texts while roaming in the EU in the same way you use the allocation domestically. For any other destination the monthly allocation of minutes cannot be used while roaming.

27. Net Neutrality: We may publish an acceptable use policy and/or fair use policies which provide more details about the rules for use of certain Services in order to ensure that use of the Services is not excessive, to manage our Network, to combat fraud and where the Services we offer or may introduce require certain rules to ensure they can be enjoyed by all of our customers. Our fair usage policy will specify any action we will put in place to manage your traffic (such as throttling/slowing down the speed of your data service) to avoid overflow of the Network. If a fair usage policy applies to your account, this will be detailed in your service specific terms.

28. Vodafone continuously monitors network performance to ensure that the service received by Customers is not impacted through a small number of users, or a particular promotion, placing high demand on network resources (e.g. large bandwidths or exceptionally high call volumes over long periods). Any such high-demand users can expect to experience reduced speeds at peak times. Peak times are subject to ongoing change based on actual network demands.

29. From time to time Vodafone may modify the standard settings and/or features of any Service, price plan or package that we provide to you in order to offer additional value to the Service or package. Such changes might include increasing your data, voice or text allowances or improving your connectivity speeds. The parties agree that such changes to the Service or package do not constitute modification in the conditions of the contract for that Service or package, and the Customer confirms that it does not require individual contract change notifications regarding any such modification.

30. Vodafone may change its Service delivery methods or platforms from time to time which may require the Customer to change Equipment and/or Equipment settings to continue to avail of the Services. The parties agree that such changes to the Service do not constitute modification in the conditions of the contract for that Service or package, and the Customer confirms that it does not require individual notification regarding any such modification.

31. The service includes access to emergency services (you should call 112) free of charge. However, access to emergency services requires there to be some power in your handset battery and coverage.

32. The various Customer support services provided by Vodafone change from time to time but details of the most up to date services are available at <https://n.vodafone.ie/support.html> or by dialling 1907.

33. There will be a Customer Care support service in connection with the Services, available from 09:00 to 21:00 from Monday to Friday and from 10:00 to 18:00 on Saturday, Sundays and Holidays at the following number: 1907.

34. If you are a Customer with special needs (for example an elderly or disabled Customer) we can provide you with Services and products for your needs. We can also provide you with information material in other formats, such as braille, audio or large print. Please contact us via 1907 and tell us how we can help you.

E: CUSTOMER OBLIGATIONS:

You agree as follows:

35. That you are responsible for the acts and omissions of all persons using the Services and all Equipment on the Vodafone network under this Agreement. Without any prejudice to any provision of this Agreement, you agree:

- i. That use of the Services is subject to Vodafone's Privacy Policy, fair usage, and any other terms and conditions which form part of, and are in addition to, these Terms and Conditions. The said Privacy Policy can be found at <https://www.vodafone.ie/aboutus/privacy> ;
- ii. Fair usage is specific to your particular mobile plan and is detailed in that mobile plan. You understand the nature of, and agree to adhere to, your mobile plan, and understand that failure to comply with it entitles Vodafone to disconnect the Services in accordance with these Terms and Conditions;
- iii. It is your obligation to make yourself aware of the Services and any other Terms and Conditions related to these Services and all Third Party Services;
- iv. That the information on the Customer Application Form is accurate and true and you will provide any further information and assistance, as may be reasonably requested by Vodafone. Such requests may relate to Vodafone's ability to enable the delivery of Services to you; to investigate any faults or issues; and to investigate to the manner of using or provision of the Services, including any alleged offences;
- v. Not to use or permit the use of the Service or the Equipment for any improper, indecent, obscene, unlawful, harmful, unauthorised, defamatory or fraudulent purpose or to cause any injury, offence or annoyance to any person or to send unsolicited commercial messages to any person;
- vi. Not to use or permit the use of the Service or the Equipment, so as to cause the operation of the network or the quality of service to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;
- vii. To only use type-approved Equipment with the network, to comply with all laws, regulations and user guides governing its use and to remain solely responsible for the manner in which the equipment is used;
- viii. To comply with all reasonable instructions or requests of Vodafone or an authorised authority;
- ix. To promptly pay all Charges in accordance with the Clause on "Payments" (below) and to promptly notify us of any change of name, address, other contact details or cessation of the Service by you;
- x. To tell us immediately by telephone, if our Equipment and /or Vodafone SIM Card is lost or stolen or your Vodafone SIM Card is damaged. You will remain liable for all Charges incurred until we are actually and specifically aware of same. We will provide a replacement SIM card and we may charge you for this replacement SIM. Vodafone reserve the right to deduct from your account the replacement cost if you are a Pay As You Go Customer.
- xi. To indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings, howsoever arising from any breach of same arising out of (i) to (x) above.

36. You acknowledge and accept that content you access may be protected by copyright, trademark or other intellectual property rights. You accept and agree that content may be manipulated, distorted, adapted, modified, stored or forwarded by others without restriction on wireless networks and the internet, and Vodafone will not be responsible or liable for such acts. You agree not to manipulate, distort,

adapt, modify or forward any other content without the prior consent of the holder of the rights in such content.

F: PAYMENT, CHARGES AND WHAT HAPPENS IF YOUR PAYMENTS ARE MISSED?

37. You are liable to pay for all charges incurred through your Vodafone SIM card whether or not incurred by you personally (including VAT arising on the charges), and for all costs incurred in enforcing this Agreement. If your equipment is lost or stolen, you will remain liable for all charges incurred until Vodafone is informed. The loss of or inability to use the equipment does not automatically bring the Agreement or your liabilities under this Contract to an end.

38. Vodafone offers a range of tariff plans with different rates and methods of charging. Charging rates and methods may vary depending on the type of call/data/text sent or received and further information on your monthly tariff plan can be found at <https://n.vodafone.ie/terms/rates.html> .

39. Vodafone, at our sole discretion, may from time to time vary the charges, the tariff plans (and tariff rules applicable thereto) or methods of payment and the terms of same.

40. Vodafone reserves the right to vary the charges and tariff plans in line with the CPI rate once per year.

41. Vodafone reserves the right to cease offering and/or replace our tariff plans, products and/or services from time to time.

42. Please note that certain Services are charged on the basis of the volume of transmissions sent and/or received by your equipment over the network except where your tariff plan provides otherwise. Vodafone's determination of the volume of transmissions will be conclusive. Volume indications given on handset screens may not be accurate. If there is a minimum charge for each session conducted using your equipment and such session is terminated for any reason, the minimum charge may apply again if it is re-established.

43. Each 160 characters (or part thereof) of each non-MMS text message in the English language is charged as a separate text message. The number of characters allowed per text message may be reduced where the default language is changed from English. Please note that text messages sent over MMS are charged by reference to the volume of data sent. Whilst Vodafone will make every effort to ensure that all text messages are delivered, you will be liable for all charges in respect of any text messages that are not delivered.

44. Vodafone may require you to pay a deposit as security for payment of charges. A deposit is refundable after Agreement termination or after a satisfactory payment record is established and you have paid all amounts owing to Vodafone. Advance payments may also be required, which will be credited to your account. No interest will accrue on any deposit or advance payment.

45. Vodafone may choose the manner, time, and methods as to how all Charges, deposits or advance payments payable will be paid. Vodafone reserves the right, at any time, to set-off any sum owing by you to Vodafone against any sum due by Vodafone to you, whether under this or any other agreement with Vodafone.

46. Vodafone reserves the right to charge you reasonable administration and collection costs for failed payments. This includes, but is not limited to, a charge for each occasion a direct debit payment fails (provided the failure is not caused by Vodafone.)

47. I understand that by entering this Agreement, I am agreeing that if I do not pay my full bill on time so I have overdue payments over a certain amount, my information may be shared with Credit Insights so operators can check this information when I apply for their services in future. I understand that extra information on this is available on Vodafone's website. Where you do not pay your bill in full and on time,

if the overdue payment is over a certain amount, your information may be shared with Credit Insights. Credit Insights member operators can check this information when you apply for their services in future to help those operators assess your application. This information will include name, address, date of birth, account and arrears details. This information will be held by a service provider to Credit Insights that may keep this information for 6 years from your last activity relating to your debt. Where you do not agree to information sharing with Credit Insights and access to your information by member operators you have the choice when you apply to instead buy our prepaid services.

48. How your bill is provided as a Bill Pay Customer: By default, your bill is provided to you online via electronic format. If you would prefer to receive your bill in a paper format please contact Vodafone Customer Care and we will arrange this for you free of charge. If you opt for paper billing, this will ordinarily be sent to the billing address shown on the application form (or any other address notified to Vodafone) and will be deemed received on the second postal day after the date of posting. You may additionally or alternatively opt to receive an electronic copy of the bill over the internet. Vodafone may for operational reasons change its billing methods and periods and issue interim bills if or where necessary.

49. Payment of Charges: All Charges and other payments must be paid by the due date specified on the bill. You may be charged a late payment fee if you do not pay your bill by the due date specified on the bill. VAT at the appropriate rate will be added to all bills unless otherwise specified.

50. Timeline of Charges: Vodafone charges for your price plan in advance but cannot do this for usage of the Services. Therefore, on your Vodafone bill, the service charges are for the upcoming month and the usage charges are for the month just passed.

51. From 5 August 2015 – 31 July 2017; new bill pay customers joining the Vodafone mobile network or renewing their contract with Vodafone will be automatically provided with a free 3 or 12 month trial of the Vodafone Secure Net service as set out and included in their price plan. From 1 August 2017 – 15th May 2018; eligible customers joining the Vodafone mobile network or renewing their contract with Vodafone will be automatically provided with a free 12-month trial of the Vodafone Secure Net service as set out and included in certain price plans. Thereafter, where you choose to continue the service, it costs 99c per month. You can choose to de-select Secure Net at any time without penalty by texting REMOVE to 50193 or by visiting <https://securenet.vodafone.ie/Deactivate>. Secure Net provides anti-virus protection on the mobile network by automatically checking your network traffic. It will alert you of detected malware and is subject to the terms and conditions found at <http://www.vodafone.ie/terms/securenet>. By proceeding to use this service, you accept these terms and you accept that Vodafone will need to contact you from time to time in relation to the provision and management of this service.

G: PROMOTIONS, SPECIAL OFFERS, THRID PARTY SERVICES AND ADD ONS:

52. Promotions, Special Offers, Third Party Services and add-ons including, but not limited to, offers in respect of handsets, hardware, call plans, content and/or 'add on' features, will be subject to their own Terms and Conditions and you may be charged for these promotions, offers and/or additional services.

53. These terms and conditions will also apply generally to all Promotions, Special Offers, Third Party Services and add-ons as may be released by Vodafone from time to time (unless otherwise is explicitly stated in the Promotion, Special Offer or additional service terms and conditions).

H: DATA PROTECTION: HOW WE MAY USE YOUR INFORMATION AND PERSONAL DETAILS

54. This section is in conjunction with our Privacy Statement, which is in addition to and forms part of these Terms and Conditions, and is available on <https://n.vodafone.ie/privacy.html>.

55. We will comply with all of our legal obligations without limitation under the Data Protection Legislation. We will collect and process personal data for legitimate business purposes that are connected with the delivery of the Services to you as set out in our Privacy Statement. By entering this Agreement, you acknowledge that your personal data will be used for the legitimate business purposes of Vodafone as set out in the Privacy Statement and which may include the following:

- i. processing your application,
- ii. conducting credit and anti-money laundering checks,
- iii. supplying you with our products or Services,
- iv. administering your account,
- v. calculating usage, charges and invoicing,
- vi. customer services and the efficient management of call and traffic data, monitoring and recording calls to or from our Customer Care support service for training and quality purposes,
- vii. Customer record purposes and in order to track reported problems;
- viii. to prevent, detect and investigate fraud or any other criminal activity;
- ix. to investigate improper use of the Services or the Network; or
- x. to review aggregate usage behaviour on the network and billing history for pricing, statistical and Customer service purposes.

56. The use of your information for purposes other than those outlined in this Agreement will be subject to your consent as given in your Customer Acceptance Form and your authorisation. If you wish to change your marketing preferences or advance data preferences at any time, please do so by contacting us at 1800 200 234 or log onto www.vodafone.ie.

57. Personal data will be retained for a reasonable period in a secure environment in accordance with our legislative obligations under the Data Protection Legislation.

58. Vodafone may find it necessary to disclose certain Customer information to its group companies, other licensed telecommunications operators and Vodafone's agents and also to third parties as described in our Privacy Statement.

59. Vodafone will respect your rights (as defined by Data Protection Legislation). If you wish to exercise your rights, please visit <https://n.vodafone.ie/privacy.html> or contact us.

60. Vodafone, will as part of any dispute resolution process, between itself and you, disclose such personal data as it deems reasonable and necessary, to the arbitrator/mediator in confidence.

61. We may in certain limited circumstances disclose certain information regarding the accounts of Customers who are under the age of 18 years to the parents or guardians of such Customers who have registered with us for this purpose and who comply with the verification procedures specified by us. However, we may at our absolute discretion refuse to disclose any such information to any person in the event that we are not satisfied that the person requesting the information is the person who has registered with Vodafone for this purpose.

62. If you are not registered with us, we shall not provide you with any statements in relation to your account or records of calls made or received in the normal course of the Service.

I: SUSPENSION AND TERMINATION:

Suspension:

63. Vodafone may immediately, without notice, suspend or terminate the Service wholly or partially for any valid reason, including without limitation, where:

- i. You fail to pay Vodafone any monies due under this Agreement or any other agreement with Vodafone on the due date specified in any bill;
- ii. Vodafone reasonably believes that you are, or will be, unable to comply with payment obligations, or represent a credit risk;
- iii. Vodafone reasonably believes that you have, or will, exceed charges imposed by Vodafone;
- iv. Vodafone is unable to contact you following reasonable efforts;
- v. You do not comply with, or Vodafone in its reasonable opinion considers that you are not complying with, the terms of this Agreement;
- vi. You breach any provision of the "Your Obligations" section (above) or any provision of the applicable fair usage policy of Vodafone;
- vii. You engage in any activity (or permit any activity) which Vodafone, in its sole discretion will determine, considers (a) to be contrary to this Contract, existing legislation or regulations applicable to provision of the Service or (b) is or is likely to have an adverse impact on the quality of the service or the integrity of the Vodafone network. Such activities may include (but are not limited to) using the service to make calls to or from any Mobile Gateway, 'SIM box' or similar or related devices; or
- viii. If the Vodafone network requires modification or maintenance or for security or technical reasons it is not possible to provide the Services.

64. During any period of service suspension you will remain liable for all Charges unless Vodafone decides otherwise. Vodafone reserves the right to reconnect you to the network and to charge a fee for each suspended subscription and/or require revised payment terms (including security payments).

Termination:

65. Aside from any other provision contained in these Terms, Vodafone may, by written notice, terminate this Agreement with effect from the date set out in the notice, and cease to provide the service, where:-

- i. there is a failure by you to observe or perform any term or obligation set out in these Terms or any relevant law;
- ii. you fail to rectify the reason which has given rise to a suspension of the Service under Clause 63 above, within 14 days of the suspension being imposed;
- iii. you supply at any time false, inaccurate or misleading information to Vodafone;
- iv. you are adjudicated bankrupt, become insolvent or make any composition or arrangement with or assignment for the benefit of creditors;
- v. any meeting of the your creditors is called pursuant to section 587 of the Companies Act 2014 or if the Customer enters into liquidation, receivership or examinership or any steps are taken to appoint a liquidator, receiver or examiner to you.
- vi. If for any reason Vodafone is unable to provide the Service.
- vii. Any equipment supplied is supplied for use on the Vodafone network only during the Minimum Period. Vodafone will not be obliged to release the equipment for use on any other network during the Minimum Period or if any sums due under the contract are outstanding. Where the Contract is terminated all charges will continue to accrue and be payable either until the end of the 30-day notice period or until the date of termination, depending on the circumstances. In certain circumstances Vodafone may become aware of outstanding charges after the date of the

bill issued on termination (e.g. roaming charges that are subsequently advised to Vodafone by its roaming partners). In these circumstances, Vodafone will be entitled to raise subsequent bills and you will be obliged to discharge all such bills by the due date specified on the bills.

- viii. If the Contract is terminated under Clauses 48(iii) or 48(iv) during the Minimum Period, you will, following Vodafone's bill, pay a termination charge calculated as the sum of the monthly tariff charges which would otherwise be payable until the end of the Minimum Term.

K: NUMBERS, PORTING AND JOINING VODAFONE:

66. Ownership of Equipment: All Equipment will remain the property of Vodafone until the end of the Minimum Period. Vodafone will issue you with, and license you to use, the Vodafone SIM Card on the condition that it will remain the property of Vodafone and will be returned to Vodafone on request. Vodafone may charge you for the costs of checking, repairing or replacing a SIM card.

67. Ownership of mobile number: You do not own, or have any proprietary rights in the mobile number which Vodafone allocates to you. Vodafone reserves the right at any time to alter or replace any number, name, code or number whatsoever associated with the Service.

68. Directory Services and Caller Display: Unless you request otherwise, Vodafone will include you in Vodafone's directory lists. Where you are included in Vodafone's directory list, Vodafone will display your telephone number to called persons. Where you are not included in Vodafone's directory list, you must specifically request the caller display service. Nothing in this clause affects your rights pursuant to your mobile network porting entitlements.

69. Porting (i.e. switching operators): by accepting the Terms and Conditions of the Customer Application Form, you warrant and represent that you are the Authorised Representative to instruct Vodafone to move your number/service. You are subject to Vodafone's porting requirements if you wish to move your phone number. Vodafone may vary the porting requirements from time to time. If this contract has been signed and a later porting date has been requested, the service and your obligations pursuant to this Agreement will not commence until the selected porting date.

70. Customers wishing to port from the Vodafone network must contact the mobile operator to which they wish to port and will be responsible for complying with the porting requirements of that operator. Porting away from Vodafone will be treated as a termination of this Agreement. Vodafone does not warrant, represent or guarantee that any equipment will function or operate on any other operator's telecommunications network.

71. Requirements for Porting: Vodafone's Porting Requirements: Persons wishing to port (i.e. transfer their number/service to Vodafone from another operator) to the Vodafone network are subject to the following terms and conditions:

- i. If you wish to port to Vodafone you must fully complete the Customer Application Form ("CAF") or the online porting process. Ports may be requested up to 30 days in advance of the required porting date.
- ii. You cannot withdraw your instruction to port once the porting process has commenced on Vodafone's porting systems. It may be possible to cancel a port request prior to the commencement of the porting process. Ports that can be cancelled may only be cancelled by requesting the cancellation in the same manner that the port was originally requested (e.g. if you request the port in a Vodafone store you must return to the same store to cancel it). The status of the port at the time of cancellation will determine the inter-operator processes and the ability to cancel.

72. Your request to port serves as formal notice on your current mobile operator ("the Donor Operator") of your termination of your contract for mobile telephony services with them (if any).

73. You may only complete a Customer Application Form if you are the Authorised Representative as recorded in your Donor Operator's records. By completing a CAF you warrant, represent and confirm to Vodafone that you are the account holder, principal user or Authorised Representative as appropriate.

74. You acknowledge that:

- i. only your MSISDN (ten digit phone number) will be ported;
- ii. services offered by your Donor Operator will not necessarily be transferred or available on the Vodafone network, this will include the loss of voicemail messages, SMS messages, data or facsimile services;
- iii. you will lose all call credit in your account immediately on the port being completed;
- iv. you may have outstanding contractual obligations including outstanding bills and/or termination charges owed to your Donor Operator, and you remain liable and responsible for these matters;
- v. your existing handset may not be type-approved on the Vodafone network and performance or functionality may vary as a result of this, certain settings (e.g. WAP) may require updating.
- vi. Port requests may be rejected if: the information you provide is incorrect, inaccurate, false, misleading or does not match the data held by your Donor Operator; the MSISDN in your possession has been reported lost or stolen; your MSISDN has been returned to the pool of available MSISDN's following cessation of use or termination as follows: (i) for prepaid, no Customer activity on account for a period of 6 months; or (ii) for postpaid, account terminated for over 12 months; there are arrears outstanding to your existing mobile operator.

75. If you supply fraudulent, false or misleading information you acknowledge that you will be personally liable and responsible for such information, you may, in appropriate cases, be referred to the lawful authorities for prosecution.

76. Vodafone does not warrant, represent or undertake that your MSISDN will be ported within any specified timeframe or at all. Please note that it may not be possible to port your MSISDN at your preferred time.

77. During the porting process there may be a period of outage of your mobile service and/or any related or ancillary services, Vodafone will not be liable or responsible for any damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect incurred as a result thereof.

J: COST RECOVERY OF TERMINAL EQUIPMENT:

78. These terms state that the Vodafone SIM card and Equipment (including your handset) will remain the property of Vodafone until after the Minimum Period ends. However, where,

- i. you are paying a fee for your terminal equipment as part of the Vodafone Mobile price plan, and
- ii. the Minimum Period of your Agreement with Vodafone has not ended, and you exercise your right to terminate the Agreement under Regulation 14 of the Consumer Information and Cancellation Regulation 2013, before that Period has elapsed, then Vodafone may recover a proportionate amount of the cost of the terminal equipment based on the amount of months left. This is only in circumstances where the terminal equipment remains the property of Vodafone because the Minimum Period has

not ended. (This will not be considered a penalty for cancelling your contract).

L: DISPUTES:

79. If you wish to raise a dispute with us in relation to anything in this Agreement, please refer for full detail on applicable procedures (including the Online Dispute Resolution Platform which is only available in specific and defined circumstances) at our Customer Care and escalations page <https://www.vodafone.ie/aboutus/code/custcare/escalation/>. Contact details for Customer Care and enquiries are available at <https://www.vodafone.ie/contact-us/>.

M: LIABILITY:

80. Vodafone will have no liability to you (or to anyone claiming through you) for any direct or indirect or consequential loss suffered (whether or not foreseen or foreseeable), including loss of profit, or loss of goodwill for any reason. Scenarios where this applies include, but are not limited to, the following:

- i. failure, interruption, delay, suspension or restriction in providing the Service 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 or any other Service issue or cause whatsoever;
- ii. any unlawful or unauthorised use of or access to the network, service or Equipment by you or third parties;
- iii. any claim arising out of any act or omission by you, your servants, or agents, or arising out of any reliance placed by such persons on content;
- iv. any valid suspension of the service or termination of the Agreement;
- v. any claim arising in relation to the provision (or non-provision), maintenance or use of telecommunications lines, channels, equipment, networks or services or arising out of transmissions being dropped or connections being lost for any reason;
- vi. any claim arising out of or resulting from the quality of fitness for the purpose of, compliance with description of, or compliance with sample of any goods supplied to you unless you "deal as a consumer" within the meaning of the Sale of Goods and Supply of Services Act 1980; and/or
- vii. any loss, theft or malfunction of the SIM card or Equipment.

81. Vodafone will not be liable for any indirect or consequential loss or damage whatsoever (whether it is foreseen or unforeseen) including but not limited to loss of profits, data, revenue, business, anticipated savings, or goodwill. Nothing in these terms will have the effect of excluding or limiting the liability of Vodafone for death or personal injury resulting solely from its act or omission. Otherwise, any liability of Vodafone to you under this Agreement will not exceed the sum of €1,500 per claim.

82. Vodafone will not be liable for the effects upon you, or upon any electronic or radio systems in equipment, vehicles or aircraft in your vicinity, of any emissions or transmissions to, from, through or by our network and/or the equipment.

83. Vodafone accepts no liability whatsoever for any product or service advertised or promoted, offered or sold by third party service providers for use on the Vodafone network or otherwise, including any mobile phone or device used in conjunction with the service and does not accept liability for any omissions and/or errors which may be included in any marketing communications in this regard.

84. Vodafone will 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 stated in this Agreement, 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.

N: SEVERABILITY:

85. All the terms and provisions of this Agreement are distinct and severable, and if any term or provision is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it will to that extent be deemed not to form part of this Agreement, and the enforceability, legality and validity of the remainder of this Agreement will not be affected; provided that, in any case where as a result of the operation of this clause the rights or obligations of a party are materially altered to the detriment of the party, that party may terminate this Agreement within 30 days from the date of the relevant decision of the relevant court, regulatory authority or other competent authority. Any waiver, concession or extra time we allow you is limited to the specific circumstances and case in which it was given and does not affect our rights under the Agreement in any other way.

O :SURVIVAL OF AGREEMENT:

86. Any provisions of this Agreement which are intended by their nature to continue, or to come into effect after termination or suspension, will service termination or suspension of this Agreement and continue in full force and effect.

87. This Agreement (including all related terms and conditions of the Services) constitutes the entire understanding between the parties relating to the subject matter hereof.

P: JURISDICTION:

88. These terms and Conditions and the Agreement will be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Courts of Ireland. Any reference to any legislative act or provision will, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted or replaced. Where Vodafone exercises any of its powers under this Agreement, such exercise will not prejudice or affect the exercise of any other right or remedy which may be available to Vodafone.

Definitions Section:

1. "Agreement" The agreement between the Customer and Vodafone comprising of these terms and conditions, the Customer Application Form and any other subsequent terms expressly agreed in writing between Vodafone and the Customer.

2. "Additional services": are optional services which are provided by Third Parties and/or Vodafone which are charged in addition to your bundle allowance and out of bundle services and which may be cancelled at any time. Examples of additional services include but are not limited to Vodafone Extras and non-inclusive content.

3. "Authorised Representative" - The person or entity authorised by the Owner to complete the Customer Application Form, or any person reasonably appearing to us to be acting with such individual's or entity's authority. In the case of Porting, this includes the account holder (for bill pay Customers), or the principal user of the account (for pay as you go) or the account.

4. "Bill Pay" - The post-paid Vodafone service whereby the Customer is charged for Services already availed of.

5. "Business Day" will mean any normal working day, excluding weekends and public holidays, in the Territory.

6. "Call" - A transmission made over the Network for the purpose of communicating a voice or data message (which includes, without limitation, short text messages, multi media messages, and usage of Data Sessions).

7. "Call Content" - The content of any Call received or made by a Customer over the Network.

8. "Charges" -The charges for the Services, whether Bill Pay or Pay As You Go, as specified on www.vodafone.ie, including, but not limited to, connection charges, monthly rental, tariff charges, Call charges, any applicable additional usage charges calculated according to the rates prevailing from time to time, administrative charges and charges for Third Party Services which the Customer may choose to receive.

9. "Customer" - The individual or entity who accepts these terms and conditions, and, where applicable, who uses the Service and/or signs the Customer Application Form (CAF) and remains an active Customer on the Vodafone Network, or any person reasonably appearing to us to be acting with such individual's or entity's authority.

10. "Customer Application Form" or "CAF" means your application process for the Services. This form or application via online or telephone approves and authorises the provision of the Services by Vodafone to you and contains such information as Vodafone may reasonably specify. For the avoidance of doubt, the form, content and medium of the 10.Customer Acceptance Form (in writing, on-line or via other means) will be as specified by Vodafone from time to time.

11. "Customer Information" means all content, including any data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) transmitted, published, disseminated, distributed or otherwise made available by or on behalf of you, via e-mail, website or otherwise, using the Services.

12. "Current Network Operator" - A Network Operator other than Vodafone, which, immediately prior to the Customer entering this Agreement and Moving the Number, was supplying services to the Customer through the Number.

13. "CPI": The Consumer Price Index (CPI) measure the change (if any) in the average level of prices paid for consumer goods and services by all private households and foreign visitors to Ireland. The CPI is the official measure of inflation.

14. "Data Protection Legislation" - means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the GDPR), the Data Protection Acts 1988 and 2003, any other relevant data protection and privacy law and any amendment, replacement or supplement thereto, from time to time.

15. "Data Session" means a connection to the internet or mobile internet ("WAP") established using GPRS, 3G/UMTS, or other technology made available over the Network.

16. "Deposit" - A payment made by the Customer to us, before or after connection to the Network, as security for payment of Charges.

17. "Equipment" means any Vodafone supplied or Third Party Equipment as required for the supply and use of the Services and provided to you by Vodafone for such purposes; it means, unless otherwise specified, the handset or other terminal or modem (e.g. PDA / dongle for mobile broadband), the Vodafone Mobile SIM Card and/or any other equipment which is provided by Vodafone Mobile to the Customer pursuant to this Agreement in connection with the Services.

18. "Equipment Non-Return Fee" means the fee or charge payable by you in relation to any Equipment, which is not returned upon request from Vodafone in accordance with these Terms, as set out in the "Other Charges" section of the Vodafone website.

19. "Fair Usage Policy" - The fair usage policy (or policies) applicable to the Services as displayed on <https://n.vodafone.ie/terms.html>.
20. "Intellectual Property Rights" means all intellectual property rights, including without limitation all trademarks, logos, get-up of brand(s), designs, symbols, emblems, insignia, fascia, slogans, copyrights, know how, information, drawings, plans and models, and other identifying materials, any and all rights pertaining to discoveries, concepts, ideas and improvements to existing technology whether or not written down or otherwise converted into tangible form, patents, rights in any domain names, database rights, goodwill, reputation, computer programs and analogous property, literary, dramatic, musical and artistic works and all other forms of industrial or intellectual property (in each case in any part of the world and whether or not registered or registerable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof) and all applications for registration thereof and all rights and interest, present and future, thereto and therein.
21. "Minimum Term/Period" means the minimum period for the supply of the Services, such period to be as specified on the Customer Application Form or as specified in the service specific terms and conditions commencing on the commencement date unless otherwise agreed between the parties.
22. "Mobile Broadband" - The service which may be provided through specific Equipment, which in conjunction with a personal computer, enables connection to the world wide web over Vodafone's Network.
23. "Move" (or "Port") - To transfer the use of the Number for accessing the Current Network Operator's services to the use for accessing the Vodafone Services whereby the Customer ceases to be a Customer of the Current Network Operator and becomes a Customer of Vodafone, "Move" and "Moving" will be construed in a similar manner. Also referred to as Port or Porting.
24. "Network" - All of the Vodafone and other mobile telecommunications networks and systems used to provide the Services, including all of the cables, exchanges, transmitters, receivers, computer hardware and software, and other equipment and facilities by which the Services are provided (excluding equipment owned or used by the Customer and by other users and Customers of the Services).
25. "Network Operator" - A licensed mobile telephony service provider.
26. "Number" - Mobile Station International Subscriber Directory Number (MSISDN) - the unique ten-digit mobile phone number programmed into a SIM Card.
27. "Pay As You Go" or "PAYG" - The prepaid Vodafone service whereby the Customer pays for usage of the Services in advance.
28. "Promotion" - Any Bill Pay or Pay As You Go special offer available to the Customer (as published by Vodafone from time to time and available on www.vodafone.ie)
29. "Roam/Roaming" - A Service which allows you to use the Equipment on other Network Operator's networks, usually outside the Republic of Ireland. Under EU Roaming regulations you can use your monthly allocation of minutes/data/texts while roaming in the EU in the same way you use the allocation domestically. For any other destination the monthly allocation of minutes cannot be used while roaming.
30. "Services" means the Vodafone Mobile telephone and broadband services.
31. "Tariff Sheet" means the Vodafone Mobile telephone and broadband pricing and charges guide as may be amended by Vodafone from time to time in accordance with these Terms and which is available at <https://n.vodafone.ie/terms/rates.html>.
32. "Third Party Service" - Any service promoted or provided by third parties to the Customer over the Network.
33. "Traffic Data" - The information relating to your use of the Services, processed substantially for the purpose of the effective use of the Services, or for billing purposes, including information relating to the date, time and duration of the use of the Services, the Equipment and/or the Networks used.
34. "Terms" – The conditions on which you, the Customer agree, to avail of the Vodafone Mobile Service.
35. "Termination Charge" means the fee payable by you where you choose to terminate this Agreement before the expiry of the Minimum Term and which is equal to the Charges for the balance of the remaining unexpired Minimum Term as specified in the Tariff Sheet.
36. "Third Party Equipment" means any equipment of a third party which is supplied by Vodafone as part of the Services as set out in these Terms.
37. "Third Party Service" means any service promoted or provided by third parties to you using the Services.
38. "Unlocking Code"- The code to disable security settings that restrict the use of a phone handset to a specific SIM Card or to a specific Network Operator's services.
39. "Vodafone" means Vodafone Ireland Limited. Our registered office is at: Vodafone Ireland Limited, Mountainview, Leopardstown, Dublin 18. Registered in Ireland: No. 326967
40. "Vodafone Agents" means any third party authorised to promote and sell the Service or carry out services and/or business activities on Vodafone's behalf.
41. "Vodafone Group" means Vodafone Group Plc and any company in which Vodafone Group Plc holds, directly or indirectly, 50% or more of its issued share capital or has the right to exercise, directly or indirectly 50% or more of the voting rights.
42. "Vodafone Network" means the electronic communications systems used by Vodafone and the Access Providers to offer.
43. "Website" – www.vodafone.ie or any such other website or URL which we may dictate to you from time to time.