

Vodafone Pay As You Go Mobile Telecommunications Service General Terms

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1: HOW ARE THE T&CS STRUCTURED?

- a. When signing up to mobile telecommunications Services from Vodafone Ireland Limited (a company registered in Ireland having its registered office at MountainView, Leopardstown, Dublin 18) you will be required to accept these General Terms and Conditions as well as Service-specific terms and conditions which relate specifically to the Services chosen by you. These terms and conditions can be found on www.vodafone.ie/terms/pay-as-you-go
- b. These Terms and Conditions and the terms and conditions of any applicable Service options or promotions constitute a legally binding contract (the "Contract") between you and Vodafone. This Contract shall commence when Vodafone connects you to the Vodafone telecommunications Network. Please note that various related Vodafone products and Services and Third Party Services may be subject to additional terms and conditions which you are advised to read.
- c. Vodafone reserves the right to alter any terms of this Contract for legal, technical, operational or commercial reasons, or to terminate any package or change its tariffs, on giving you thirty (30) days' notice. In the event of any such alteration, as and when required under the EC (Electronic Communications Networks and Services) (Universal Service and Users Rights) Regulations 2011, you shall have the option to terminate the Service without penalty during the notice period, subject to payment by you of all Charges due to date. Please note that Vodafone agents are not authorised to amend this Contract or to agree any provision which is inconsistent herewith. Your continued use of the Service signifies your acceptance of any amendment.
- d. This Contract is personal to you. You shall not assign or otherwise transfer the Contract in whole or in part. Vodafone may freely transfer this Contract without notice.
- e. Subject to the requirements under EC (Electronic Communications Networks and Services) (Universal Service and Users Rights) Regulations 2011, from time to time Vodafone may modify the standard settings and/or features of any Service, tariff 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.
- f. 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.

2. WHAT SERVICES CAN YOU EXPECT AND ARE THERE ANY SERVICE RESTRICTIONS?

- a. Depending on the capability of your Equipment you may be able to make or receive Call/texts or transmit data over the Vodafone Network from time to time.
- b. Due to the nature of mobile Services, Vodafone is not in a position to guarantee or offer any minimum service levels. The quality and the 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 including, but not limited to, geographic and atmospheric conditions and the functional capability of your Equipment. Vodafone does not represent or warrant that the operation of the Service or related Vodafone products and Services will be uninterrupted, timely, secure or error-free or that it will meet your specific requirements. In particular, Vodafone does not represent or warrant that Calls will not be dropped, 3G or GPRS Sessions will not be lost, transmission of data Calls shall occur at any particular speed or that all traffic can or will be transmitted by the Network. Vodafone does not accept responsibility for the security of 3G or GPRS Sessions. You conduct any 3G or GPRS Session at your own risk and are 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.
- c. 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 required to do so by legislation or for technical, maintenance, security or other valid reasons. All reasonable efforts shall be made to minimise such Service disruptions. You shall remain liable for all Charges during any such Service disruptions unless Vodafone decides otherwise.
- d. Vodafone reserves the right, without prejudice to any other provisions of this Contract, to issue such reasonable instructions concerning the use of the Service 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 Vodafone deems sufficient.
- e. You may not make certain types of Calls using the Equipment. Please refer to Vodafone's Customer Guide for details. In particular, you should note that international Calls and Calls to premium numbers will not be permitted when a Customer first subscribes to Services from Vodafone. If you wish to have access to such additional Services, you should contact Vodafone's Customer care in order to lift the bar.
- f. All incoming voice Calls which are not answered or which are received when the Equipment is busy, switched off or out of coverage will be automatically diverted to the Vodafone voicemail service and this functionality may not be altered.
- g. 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. Your use of such Third Party Services is at your sole risk and Vodafone shall not be responsible or liable for any loss or damage suffered arising from the use of such Services. Vodafone may be required to Charge you for such Services.
- h. Vodafone continuously monitors Network performance to ensure that the Service received by Customers is not impacted through a minority of users placing high demand on Network resources (e.g. large bandwidths over long periods or exceptionally high Call volumes). 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. This Service does not support 'Calls over the internet' or data sharing. If you want to use data Services like making Calls over the internet or sharing data files over the internet you should choose a tailored data tariff or add-on.

- i. 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.
- j. The various Customer support Services provided by Vodafone change from time to time, but details of the most up-to-date Services, the means of obtaining these services and any associated Charges are available at www.vodafone.ie/support

3. HOW WILL YOU PAY FOR THE SERVICES AND WHAT HAPPENS IF REGULAR PAYMENTS AREN'T MADE?

- a. 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 tariff can be found at www.vodafone.ie/pay-as-you-go-plans. Vodafone may from time to time vary the Charges, the tariff plans (and tariff rules applicable thereto), rates or methods of payment and the terms of same. Vodafone reserves the right to cease offering and/or replace its tariff plans from time to time. Existing tariff plans may not always be available. You are advised to read the relevant Vodafone tariff rules and rates which are available from Vodafone. You may change from one tariff plan to certain other tariff plans subject to the tariff rules applicable thereto.
- b. Some independent retailers may apply a surcharge to Call credit sold in their stores. Vodafone does not control the price at which credit is sold by independent third parties and any surcharge is at the discretion of such third party.
- c. You shall be liable for all Charges incurred by you personally or otherwise through the use of the Equipment, calculated according to the relevant charging option (whether or not incurred by the Customer personally).
- d. 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 shall be liable for all Charges in respect of any text messages that are not delivered.
- e. Please note that transmissions over 3G/4G or GPRS are charged on the basis of the volume of data/pages sent and/or received by your Equipment over the Network. Our determination of the volume of data/pages shall be conclusive. For reasons beyond Vodafone's control, volumes may vary depending on the type of Equipment used. 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 the connection is re-established.
- f. You may apply Call credit to your Account by means of any of the methods made available by Vodafone from time to time and may thereafter make Calls for a certain fixed period as advised by Vodafone from time to time (please refer to Vodafone's Customer Guide for details). The amount of the Call credit will reduce as a result of Calls being made. No Calls may be made once all Call credit has been used (with the exception of Calls to the emergency Services). You may continue to receive Calls for a period of 8 months (or such other period as Vodafone may advise from time to time) following the date on which Call credit is last applied to your Account. Top up codes must be activated within two years of the issue date. After this period, it will not be possible to redeem any credit associated with the code.
- g. A minimum level of Call credit (as specified by Vodafone from time to time) must be applied to your Account at such intervals as Vodafone may specify from time to time, failing which no Calls may be made (please refer to Vodafone's Customer Guide for details). All unused Call credit will be carried forward at the time Call credit is applied to your Account, provided the minimum required level of Call credit has been applied to your Account at least once during the specified interval. Call credit may only be transferred to another Account owned by you in the event that Vodafone is satisfied that your Equipment has been lost or stolen. Call credit may not be transferred to any third party account. If the Equipment remains inactive or no Call credit is applied for a period of 8 months or such other period as Vodafone may advise, all unused Call credit will be lost.
- h. Equipment is supplied for use on the Vodafone Network. Certain Network termination Charges may apply in the event that you wish to use the Equipment on another mobile Network and the amount of Call credit applied to your Account up to the date of termination is less than the amount specified by Vodafone from time to time.
- i. Please note that delays may occur in charging for certain text messaging Services. This may result in an immediate reduction in your Call credit when Call credit is next applied to the Account.

4. YOUR OBLIGATIONS

- a. You are responsible for the acts and omissions of all persons using the Equipment and password-protected accounts. Without prejudice to any provision of this Contract, you agree:
 - i. 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;
 - ii. 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;
 - iii. 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;
 - iv. to comply with all reasonable instructions or requests of Vodafone or an authorised authority, in particular as to the manner of using the Service and in relation to the investigation of any offences;
 - v. not to incite, encourage or induce members of the public to Call a particular number simultaneously where this may adversely affect the Service;
 - vi. to inform Vodafone immediately by telephone and (if Vodafone requires) confirm in writing, if your Equipment is lost, stolen or damaged.
- b. Vodafone shall not be responsible or liable for any content sent or received by you (including content which contains a virus or other harmful or unlawful material). Vodafone makes no representation and gives no warranty as to the quality, accuracy, correctness, completeness or suitability of any Call Content. Your reliance on or use of Call Content is at

its sole risk. Call Content must not be exploited commercially to the detriment of Vodafone or any third party and must not be used to provide any other online or information service. Recipients of certain Call Content (in particular, multi-media messages) may only be able to fully access it if the receiving Equipment has the necessary functionality.

- c. You acknowledge and accept that Call Content may be protected by copyright, trademark or other intellectual property rights. You accept and agree that your Call Content may be manipulated, distorted, adapted, modified, stored or forwarded by others without restriction on wireless Networks and the internet and Vodafone shall not be responsible or liable for such acts. You agree not to manipulate, distort, adapt, modify or forward any other Call Content without the prior consent of the holder of the rights in such content. You waive any right to be identified as the author of Call Content and the right not to have Call Content subject to derogatory treatment by others.
- d. You may, depending on the functionality of your Equipment, be able to store Call Content in storage libraries hosted by Vodafone. Storage libraries may be password protected, in which case you must keep your password confidential. You shall be solely responsible for and shall notify Vodafone immediately of any unauthorised use of storage libraries. Storage libraries may have a limited capacity and Vodafone reserves the right to Charge for storage capacity. Vodafone shall not be responsible for any loss or corruption of Call Content in storage libraries. Vodafone does not monitor storage libraries on an ongoing basis but it may be required to suspend access to or remove Call Content from storage libraries for legal reasons. There may be a Charge for uploading or downloading Call Content to and from storage libraries hosted by Vodafone or other third parties, which shall be based on the volume of such Call Content and/or the airtime transmission (depending on the nature of the Call in question). Vodafone shall be entitled to delete the contents of storage libraries after the termination of this Contract or if the storage library has not been accessed for a period of 6 months.
- e. You may be advised of certain restrictions relating to the storage, manipulation and forwarding of certain Call Content that is downloaded and shall be liable for any failure to comply with such restrictions.

5. SUSPENSION/TERMINATION

- a. Vodafone may immediately, without notice, suspend or terminate the Service wholly or partially for any valid reason, including without limitation, where you:
 - i. engage in any activity (or permit any activity) which Vodafone (as it in its sole discretion shall determine) considers (a) to be contrary to 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
 - ii. fail to observe any term or obligation set out herein or any relevant law.
- b. Notwithstanding any other provision contained herein, Vodafone may, by written notice, terminate this Contract with effect from the date set out in the notice and thereupon cease to provide the Service, where:
 - i. there is a serious failure by you to observe or perform any term or obligation set out herein or any relevant law;
 - ii. you fail to rectify a situation which has given rise to a suspension of the Service within 14 days of the suspension being imposed;
 - iii. you supply at any time false, inaccurate or misleading information to Vodafone;
 - iv. for any reason, Vodafone is unable to provide the Service to the Customer.
- c. Upon suspension or termination of the Contract, Vodafone shall disconnect your Equipment from the Network.
- d. Services are supplied for domestic use in the Republic of Ireland. Vodafone will monitor the use of any newly activated SIM cards on its Network to ensure that the SIM cards are being used in Ireland. In circumstances where there is no usage in Ireland following activation Vodafone reserves the right to deactivate the SIM card without further notice.
- e. Vodafone SIMs can only be provided to the end user by Vodafone or an authorised agent, where SIMs are procured through a third party (e.g. an online sales/auction site), Vodafone reserves the right to deactivate the SIM card without further notice and the Customer shall forfeit all credit on the account in such circumstances.

6. EXCLUSION OF LIABILITY

- a. 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:
 - i. any failure, interruption, delay, suspension or restriction (for whatever reason) in providing the Service to you 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;
 - 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 Call Content;
 - iv. any valid suspension of the Service or termination of the Contract;
 - v. any loss, theft or malfunction of the SIM card or Equipment;
 - vi. 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 Calls being dropped or GPRS Connections being lost for any reason;
 - vii. any claim arising out of or resulting from the quality or 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.
- b. 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 herein shall 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 pursuant to this Contract shall not exceed the sum of €1,500 per claim.
- c. 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.
- d. Vodafone accept 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.

- e. 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 the Contract, 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.

7. DIRECTORY SERVICES AND CALLER DISPLAY

- a. Vodafone shall include you in Vodafone's directory lists upon registration if you so request.
- b. Where you are included in Vodafone's directory list, Vodafone shall display your telephone number to Called persons unless you request otherwise. Where you are not included in Vodafone's directory list, you must specifically request the Caller display Service.

8. NUMBERS AND SIM CARD

- a. You shall not have any proprietary rights whatsoever in any mobile phone number allocated to you by Vodafone. Vodafone reserves the right at any time to alter or replace a mobile phone number allocated to you or any other name, code or number whatsoever associated with the Service.
- b. Vodafone shall issue you with and license you to use a Vodafone SIM card on the condition that the Vodafone SIM card shall remain the property of Vodafone and shall be returned to Vodafone upon request. Vodafone may Charge you for the cost of checking, repairing or replacing a SIM card.

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

- a. 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 www.vodafone.ie/aboutus/privacy
 - b. 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.
 - c. 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
 - d. Personal data will be retained for a reasonable period in a secure environment in accordance with our legislative obligations under the Data Protection Legislation.
 - e. 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.
 - f. Vodafone will respect your rights (as defined by Data Protection Legislation). If you wish to exercise your rights, please visit www.vodafone.ie/privacy or contact us.
 - g. 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.
 - h. 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.
 - i. 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.
- ## 10. GENERAL
- a. Any waiver, concession or extra time permitted by Vodafone is limited to the specific circumstances in which it is given and does not affect the rights of Vodafone under this Contract in any other way. This Contract is governed and construed in accordance with 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 shall, 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 Clause 10(a), such exercise shall not prejudice or affect the exercise of any other right or remedy which may be available to Vodafone.
 - b. Any notice which may be given by Vodafone shall, without limiting the manner in which Vodafone may give such notice, be deemed to have been duly given if the notice is sent to the Customer by ordinary post at your last notified address of the Customer on the second postal day after the date of posting or, if the notice is addressed to some or all Customers by advertisement, on the close of business on the day the advertisement appears in the national press. Notices may be incorporated in or associated with any other communication from Vodafone.
 - c. If any provision of this Contract is held by any competent authority or by virtue of any change of legislation or for any other reason whatsoever to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision(s) in question shall not be affected thereby.
 - d. A copy of Vodafone's Customer Enquiries Code of Practice for initiating (a) settlement of disputes with Vodafone or (b) requesting a refund or compensation for failure by Vodafone

to meet contracted Service quality levels is available at www.vodafone.ie/aboutus/code. Vodafone at its sole discretion shall decide on a case-by-case basis whether you are entitled to a refund or compensation. Vodafone's decision in this regard is final and no correspondence will be entered into in relation to same, save in the manner set out in the Code of Practice.

11. ROAMING

- a. Under EU Roaming regulations you can use your monthly domestic minutes, texts and data allocation while roaming in the EU in the same way you use the allowances domestically. For any other destination the monthly allocations cannot be used while roaming.
- b. We may bar roaming on any number with or without notice and before you receive notice (if we give any notice) to protect from fraud or misuse without incurring liability. A roaming bar may be applied with or without cause. If you promptly cure the breach, we may, but are not obligated to, reactivate Service to you.
- c. In order to use this tariff you must be normally resident or have stable links entailing a frequent and substantial presence in the Republic of Ireland. In order to ensure that roaming services are not subject to abusive or anomalous usage we may need request reasonable proof to determine your normal place of residence. We may request this information before connecting you to our Services. See Vodafone.ie for a list of possible documentary evidence that we may require.

12. PORTING

- a. Persons wishing to port to the Network from another mobile Network will be subject to Vodafone's Porting Requirements. Vodafone may vary the Vodafone Porting Requirements from time to time. If a deferred porting date has been requested, the Service and the Customer's obligations pursuant to this Contract shall not commence until the selected porting date.
- b. Customers wishing to port from the 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 will be treated as a termination of this Contract. Customers are advised that requests to port from the Network may be declined by Vodafone in the event that the Customer's account is in arrears. Vodafone does not warrant, represent or guarantee that any Equipment will function or operate on any other operator's telecommunications Network.

13. CUSTOMER AUTHORISATION FORM

- a. Subscribers wishing to Port to the Vodafone Network are subject to the following terms and conditions. You will also be subject to the terms and conditions of the Vodafone Service that you subscribe to (e.g. Top up Offer terms) in addition to these General Terms and Conditions. If you wish to Port to Vodafone, you must fully complete the Customer Authorisation Form ("CAF") or the online porting process. Ports may be requested up to thirty days in advance of the required Porting date.
- b. 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 that follows. Where you are dealing as a consumer this does not affect your cancellation rights and other rights you may have under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013. For further information on these rights please click here: www.vodafone.ie/df/assistance
- c. Subject to Clause 13.f below, 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).
- d. You may only complete a CAF if you are the Account holder (for post pay Customers), the principal user of the Account (for pay as you go) or the Account authorised representative (for corporate or business accounts) 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.
- e. You acknowledge that:
 - i. only your MSISDN 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 invoices and/or termination Charges owed to your Donor Operator, and you remain liable and responsible for these matters;
 - v. you may need to get SIM security or Network locking functions removed by your Donor Operator or get a new handset;
 - vi. 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.
- f. Port requests may be rejected if:
 - i. the information you provide is incorrect, inaccurate, false, misleading or does not match the data held by your Donor Operator;
 - ii. the MSISDN in your possession has been reported lost or stolen;
 - iii. your MSISDN has been returned to the pool of available MSISDNs following cessation of use or termination as follows:
 - i. for pay as you go, no Customer activity on Account for a period of 6 months; or
 - ii. for postpaid, Account terminated for over twelve (12) months.
 - iv. there are arrears outstanding to your existing mobile operator. 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.
- g. 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.
- h. 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.

- i. In this Clause 13 the following words have the following meanings:
 - i. 'Donor Operator' (DO) – your current third party mobile telephony service provider (e.g. O2, Meteor, 3).
 - ii. 'MSISDN' – the ten-digit Mobile Station Integrated Services Digital Network Number (i.e. the mobile telephone number) programmed into a subscriber's SIM card (e.g. 087 xxx xxxx).
 - iii. 'Port' – the process for mobile number portability whereby a subscriber to a mobile telephony Network may move their MSISDN from their Donor Operator to a new mobile operator without altering the MSISDN. Words such as 'Porting', 'Ported', etc. shall be construed accordingly.

Definitions

The following words and expressions have the following meanings:

1. '3G or 4G Session' – an internet session established using 3G or 4G technology.
2. 'Account' – the Customer's Vodafone pay as you go mobile telephony account.
3. 'Call' – a transmission made over a telecommunications Network for the purpose of communicating a voice or data message (which includes, without limitation, short text messages, multi-media messages and Calls to WAP Services).
4. 'Call Content' – the content of any voice or data Call received or made by a Customer over the Network.
5. 'Charges' – the Charges for the Service as published in Vodafone's periodically updated tariff guides including, but not limited to, Service options, tariff Charges, Call Charges (which may vary depending on the type of Call made), GPRS Connection Charges and administrative Charges) and certain Third Party Services which the Customer may choose to receive.
6. 'Customer' – the Customer who is connected to the Network by Vodafone.
7. 'Data Protection Legislation' – 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.
8. 'Equipment' – the Customer's type-approved mobile terminal and the Vodafone SIM card which is connected by Vodafone to the Network pursuant to this Contract.
9. 'GPRS Session' – a WAP or internet session established using GPRS technology.
10. 'Minimum Period' – such period specified on the Customer Application Form or in the absence of any period therefore 12 months commencing on the date of the Customer's connection to the Network.
11. 'Network' – the mobile telecommunications Network and systems used to provide the Service.
12. 'Service' – the pay as you go mobile telephony service provided by Vodafone, which enables the Customer to make or receive Calls over the Network and any additional Services provided by Vodafone over the Network from time to time.
13. 'the Territory' – Ireland (excluding Northern Ireland).
14. 'Third Party Service' – any service promoted or provided by third parties to the Customer over the Network; "Vodafone" means Vodafone Ireland Limited whose registered office is at MountainView, Leopardstown, Dublin 18.
15. 'Vodafone Agent' – any person authorised to promote and sell the Service or carry out business activities on Vodafone's behalf.