

Vodafone IOU Service and IOU Buddy Service Terms

Reviewed 151119

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

Vodafone IOU Service Terms and Conditions

These terms and conditions set out the basis upon which the Vodafone Pay as you go IOU Service promotion (the "IOU Service") will be made available by Vodafone Ireland Limited of Mountainview, Leopardstown, Dublin 18 ("Vodafone") to the Customer and are in addition to and form part of the terms and conditions of the Vodafone mobile telecommunications service. In the event of any conflict the terms and conditions below shall prevail.

This IOU Service is available only to eligible pre-paid subscribers to the Vodafone network ("Pay as you go Customers") and who meet the following eligibility criteria:

- Customers must have topped up their mobile phone account within the last three months.
- Customers must have either made or received a call within the last three months.

Where the Pay as you go Customer attempting to use the IOU Service does not satisfy these criteria any requests or orders for the IOU Service shall not be processed.

The IOU Service allows Pay as you go Customers to request an advance of mobile phone credit in the amount of €2 (the "IOU Credit") to their Pay as you go account which amount shall be deducted from their mobile credit account at the time they next add credit to their account ("Top-Up").

Customers must text the phrase "IOU" to 50223 in order to request the IOU Service.

The cost of the IOU Service is the cost of the text message which will be the text sent to the Customer by Vodafone when they next top up notifying the Customer of the provision of the IOU Credit at a charge of €0.15.

At the time of the next Top-Up of the Customer's Account the initial charge of €0.15 will be deducted from the Customer's Account along with the amount of the IOU Credit which has been used by the Customer. This charge will only be incurred by the Customer where the Customer has used part or all of the IOU Credit.

Once a text request for the IOU Service has been placed whether it will be processed immediately and can not be cancelled.

Customers will be informed by text message when the IOU Credit has been delivered to their account. This message will include details of the amount of the IOU Credit granted.

Customers may only avail of the IOU Service on one occasion before they next Top-Up after which time the Customer will be allowed to use the IOU Service again.

Insofar as it is permissible by law, Vodafone shall not be liable for any injury, loss or damage, whether foreseen or unforeseen, directly resulting from:

- any failure, interruption, delay, suspension or restriction in providing the IOU Service to the Customer which is due to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority (whether local, national, international or supranational), an act of default of any supplier, agent or other person, strikes, work stoppages or labour disputes or

any other cause whatsoever which is beyond the reasonable control of Vodafone;

- any claim arising out of any act or omission by the Customer, its servants or agents or arising out of any reliance placed by such persons on the IOU Service;

- any valid suspension of the IOU Service;

Vodafone reserves the right to withdraw the IOU Service generally or from any particular customer at any time and to vary or amend any element of the IOU Service at any time without further notice. These terms and conditions may be varied or amended by Vodafone for any valid commercial technical or operational reason.

Vodafone may, without notice, suspend the availability of the IOU Service to the Customer wholly or partially for any valid reason, including without limitation, where:

- the Customer fails to pay Vodafone any sums due under any other contract with Vodafone on the due date specified in an invoice, notwithstanding the issue of any invoices thereafter; or
- Vodafone reasonably believes that the Customer is unable to comply with payment obligations, represents a credit risk or if Vodafone is unable to contact the Customer following reasonable efforts; or
- the Customer fails to observe any term or obligation set out herein or any relevant law.

Vodafone shall exercise such reasonable skill and care in the provision of the IOU Service as may be expected of a reasonably competent mobile telecommunications operator. Except as expressly provided in these terms and conditions, all conditions, terms, warranties and representations whether express or implied by law in relation to the provision of the IOU Service are excluded to the fullest extent permitted by the applicable law.

The Vodafone Privacy Policy applies in respect of the IOU Service. Please see the Vodafone website for details.

Where applicable, you can find full information on, and our cancellation form for, cooling off rights under the Consumer Information Regulations 2013 in respect of the Offer here: <https://n.vodafone.ie/support/orders.html>.

Vodafone IOU Buddy Service Terms and Conditions

These terms and conditions set out the basis upon which the Vodafone Pay as you go IOU Buddy Service promotion ("IOU Buddy") will be made available by Vodafone Ireland Limited of Mountainview, Leopardstown, Dublin 18 ("Vodafone") to the Customer and are in addition to and form part of the terms and conditions of the Vodafone mobile telecommunications service. In the event of any conflict the terms and conditions below shall prevail.

1. This IOU Buddy Service is available only to eligible pre-paid subscribers to the Vodafone network ("Pay as you go Customers") who are opted into this service.
2. Please note, IOU Buddy does not operate in conjunction with any other Top Up offer by Vodafone. Received credit does not count as a Top Up.
3. Where the Pay as you go Customer attempting to use the IOU Buddy does not satisfy these criteria any requests or orders for the IOU Buddy shall not be processed.

4. The IOU Buddy allows Pay as you go Customers to request and transfer mobile phone credit to and from other Pay as you go Customers. There is a service charge of €0.15 for a transfer which will be charged to the customer who receives mobile phone credit to their account once the transfer is complete.
5. To request a credit transfer, a customer should text "Ask", followed by the potential donor's mobile number, to 50223. There is no onus upon the requested customer to respond and this request service is free for both customers.
6. A donating customer must text "Send", followed by the recipient's mobile number and the requested amount, to 50223 in order to make a credit transfer.
7. Vodafone will notify the customer by text message that they have received an IOU Buddy Credit at a charge of €0.15. The donor will also be notified free of charge that the donation was successful.
8. Once a text request for the IOU Buddy service has been placed, it will be processed immediately and cannot be cancelled.
9. Customers may only avail of the IOU Buddy service based on the following limitations:

A customer

- can only make 4 donations every 7 days
- can only receive 4 donations every 7 days
- can only make 4 requests every 7 days
- can only receive a maximum of €40 every 7 days
- can only send a maximum of €40 every 7 days
- can send any amount between €2 - €20 per transaction
- can only donate to the same number once every 4 hours
- can only request a transfer from the same number once every 4 hours

10. Insofar as it is permissible by law, Vodafone shall not be liable for any injury, loss or damage, whether foreseen or unforeseen, directly resulting from:

- any failure, interruption, delay, suspension or restriction in providing the IOU Buddy Service to the Customer which is due to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority (whether local, national, international or supranational), an act of default of any supplier, agent or other person, strikes, work stoppages or labour disputes or any other cause whatsoever which is beyond the reasonable control of Vodafone;
- any claim arising out of any act or omission by the Customer, its servants or agents or arising out of any reliance placed by such persons on the IOU Buddy Service;
- any valid suspension of the IOU Buddy Service;
- Vodafone reserves the right to withdraw the IOU Buddy Service generally or from any particular customer at any time and to vary or amend any element of the IOU Buddy Service at any time without further notice. These terms and conditions may be varied or amended by Vodafone for any valid commercial technical or operational reason.
- Vodafone may, without notice, suspend the availability of the IOU Buddy Service to the Customer wholly or partially for any valid reason, including without limitation, where:
 - the Customer fails to pay Vodafone any sums due under any other contract with Vodafone on the due date specified in an invoice, notwithstanding the issue of any invoices thereafter; or
 - Vodafone reasonably believes that the Customer is unable to comply with payment obligations, represents a credit risk or if Vodafone is unable to contact the Customer following reasonable efforts; or

- the Customer fails to observe any term or obligation set out herein or any relevant law.

11. Vodafone shall exercise such reasonable skill and care in the provision of the IOU Buddy service as may be expected of a reasonably competent mobile telecommunications operator. Except as expressly provided in these terms and conditions, all conditions, terms, warranties and representations whether express or implied by law in relation to the provision of the IOU Buddy service are excluded to the fullest extent permitted by the applicable law.

12. The Vodafone Privacy Policy applies in respect of the IOU Buddy service. Please see the My Vodafone website for details.

13. Where applicable, you can find full information on, and our cancellation form for, cooling off rights under the Consumer Information Regulations 2013 in respect of the Offer here: <https://n.vodafone.ie/support/orders.html>.