

General Terms and Conditions of Vodafone Sure Signal Service

'No Quibble' Change of Mind Policy

Vodafone operates a 30 day 'no quibble' change of mind policy in relation to the Sure Signal Service. To obtain the refund, the Customer must, within 30 days of connection of the Device, contact Vodafone's Customer Care Team on 1907 and return the Device to the Freepost address provided by them. Where Customers have entered into a contract with Vodafone over the phone or the internet, this 30 day period includes the 14 day cooling off period provided by law.

As Vodafone, or its third party licensor(s), retains ownership of the Device at all times, if the Customer does not return the Device to Vodafone within 30 days, we reserve the right to charge the Customer €100 by way of contribution towards the cost to Vodafone of the Device.

1.1 These Terms and Conditions, as may be amended from time to time, together with the application for the Sure Signal Service constitute a legally binding contract (the "Contract") between Vodafone and the Customer. This Contract shall commence when Vodafone connects the Device to the Vodafone 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.

1.2 This Contract is for your use of the Device and the Sure Signal Service. By using the Sure Signal Service you agree to follow and be bound by this Contract. This Contract does not cover your SIM card, minutes, texts, data or other services that we provide to you which are governed by separate agreements.

1.3 This Contract is personal to the Customer. The Customer shall not assign or otherwise transfer the Contract in whole or in part. The Customer shall not, except with Vodafone's written consent or in accordance with Vodafone's standard transfer procedures, assign or otherwise transfer the Contract in whole or in part. Vodafone may freely transfer this Contract

and/or any debts due under the Contract without notice.

1.4 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 thirty (30) days notice to the Customer. In the event of any such alteration, the Customer shall have the option to terminate the Sure Signal Service without penalty during the notice period, subject to payment by the Customer 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 Sure Signal Service signifies your acceptance of any amendment.

1.5 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.

1.6 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 the 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.

1.7 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.

1.8 A copy of Vodafone's Customer Enquiries Code of Practice for initiating (a) settlement of

disputes with Vodafone or (b) requesting a refund/replacement Device is available here . Vodafone at its sole discretion shall decide on a case by case basis whether a Customer is entitled to a refund/replacement Device 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.

2. The Sure Signal Service and Device

2.1 The Sure Signal Service is only compatible with the Vodafone Network and the Customer is advised that the Device will not operate on any other telecommunication networks. The Sure Signal Service must only be used in the location in which it has been registered within Ireland.

2.2 The Customer must have a SIM card which is active on the Vodafone Network combined with a compatible 3G Mobile Device in order to access the Sure Signal Service.

2.3 The Sure Signal Service, Device and/or the Vodafone Network Services must not be used for any purpose we believe is abusive, objectionable, illegal, fraudulent, a nuisance or for criminal activities. You must immediately notify us if the Device is lost or stolen or you are aware that the Sure Signal Device is being used for fraudulent or other illegal activities.

2.4 Vodafone shall issue the Customer with and license the Customer to use the Device on the condition that the Device shall remain the property of Vodafone and shall be returned to Vodafone upon request. Vodafone may charge the Customer for the cost of checking, repairing or replacing a Device if damaged due to the negligent act or omission whilst in the possession of the Customer.

2.5 The Customer is solely responsible for installing the Device, and providing a power supply to the Device, as well as providing Broadband, and any other equipment, hardware or software that may be required. The Customer is advised to refer to the 'Quick Setup Guide' supplied with the Device concerning installation and safety information and must read all instructions as well as safety and security information before installing the Device. The Sure Signal Service must be used in accordance

with the guidelines, instructions and other specifications provided to you from time to time.

2.6 The Customer acknowledges and agrees that the Device and the Sure Signal Service and all copyrights, trademarks and other intellectual property rights in the Device and the Sure Signal Service are the exclusive property of Vodafone or Vodafone's third party licensors and the Customer shall not do or permit anything to be done to infringe or violate such property rights or title. The Customer shall notify Vodafone immediately if the Customer becomes aware of any unauthorised use of the whole or any part of the Device and the Sure Signal Service.

2.7 Vodafone reserves the right to change the operating mode of your Sure Signal Service. Sure Signal service is provided in Closed Mode allowing only registered numbers to connect to the Sure Signal Device. Such number shall be advised by Vodafone from time to time. The Customer agrees that it is responsible for use of the Sure Signal Service. It is the Customer's responsibility to ensure compliance with the terms of this Contract at all times.

2.8 Vodafone shall endeavour to connect the Customer to the Sure Signal Service within five working days of signing-up to the Sure Signal Service. The Sure Signal 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 the Customer's Mobile Device. Vodafone does not represent or warrant that the operation of the Sure Signal Service or related Vodafone products and services will be uninterrupted, timely, secure or error-free or that it will meet any Customer's specific requirements. In particular Vodafone does not represent or warrant that Calls will not be dropped, 3G 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 Vodafone Network. Vodafone does not accept responsibility for the security of 3G or GPRS Sessions. The Customer conducts any 3G or GPRS Session at its own risk and is solely responsible for adopting such appropriate security measures against unauthorised access to and interference with the Device (or associated

software/hardware and data) as may be necessary.

2.9 Vodafone may modify, suspend or terminate the Sure Signal Service or the Vodafone Network Services 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. The Customer shall remain liable for all Charges during any such disruptions unless Vodafone decides otherwise.

2.10 Vodafone reserves the right, without prejudice to any other provisions of this Contract, to issue such reasonable instructions concerning the use of the Sure Signal 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.

2.11 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. The Customer's use of such Third Party Services is at the Customer's sole risk and Vodafone shall not be responsible or liable for any loss or damage suffered by the Customer arising from the use of such services. Vodafone may be required to bill the Customer for such services.

3. Payment

3.1 The Customer shall be liable for all Charges incurred by the Customer personally or otherwise through the use of the Device calculated according to the relevant charging option, (whether or not incurred by the Customer personally), and for all costs (on a full indemnity basis) incurred in enforcing the Contract, including administrative costs and the cost of collecting any payments. The loss of or inability to use the Device or the Customer's Mobile Device (or the termination of the Customer's contract for Vodafone Network Services) does not automatically bring the Contract term or the

Customer's liabilities under this Contract to an end. Similarly the termination of this Contract does not automatically bring the Customer's contract with Vodafone for Vodafone Network Services or the liabilities under such Contract to an end.

3.2 Vodafone may from time to time vary the Charges, 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, before completing this application form.

3.3 All Charges, deposits or advance payments payable by the Customer shall be discharged in such manner, time or methods as Vodafone may designate. Vodafone reserves the right at any time to set-off all or part of any sum owing by the Customer to Vodafone against any sum due by Vodafone to the Customer whether under this or any other contract with Vodafone.

3.4 Vodafone will issue electronic invoices to the Customer over the internet, unless the Customer has also contracted with Vodafone for the supply of fixed broadband or landline services and has opted to receive invoices by post in connection with that service. VAT at the appropriate rate shall be added to all invoices unless otherwise specified. Vodafone may for operational reasons change its invoicing methods and periods and issue interim invoices. All Charges and other payments must be paid by the due date specified on the invoice. Where payment of Charges is not made by such due date, Vodafone may apply interest on sums due at the rate of 2% above the then prevailing base rate of Allied Irish Bank plc. from the due date until the date of payment.

3.5 Vodafone may group the individual accounts of the Customer into a single consolidated account for billing and administrative purposes. Vodafone may provide additional services to the Customer which may be chargeable. Where the Customer's account has not been maintained in a manner satisfactory to Vodafone, Vodafone reserves the right to refuse to provide or to modify such additional services.

4. The Sure Signal Service and Your Broadband

4.1 The Sure Signal Service is entirely dependent on your Broadband connection. Any service interruptions or power interruptions to your Broadband or power supply will prevent or alter the proper functioning of the Sure Signal Service and availability of the Vodafone Network Services. Unless we have agreed to provide you with Broadband under a separate agreement, we are not responsible for the provision or availability of your Broadband. We are not able to provide any kind of support, whether technical or otherwise in respect another provider's Broadband. If you have any concerns as to your Broadband compatibility or connectivity you should consult your Broadband provider or documentation.

4.2 Heavily utilisation of your Broadband connection (via other connected devices) may adversely affect the quality of the Sure Signal Service. Certain Broadband providers may through modems or other systems prevent the proper functioning of the Sure Signal Service. We make no representation that the Sure Signal Service is compatible with all Broadband services. If you find that the Sure Signal Service does not operate to your satisfaction, please avail of the 30 day 'no quibble' change of mind policy.

5. Making Calls to the Emergency Services

5.1 You may not be able to make an emergency call if the Device does not have adequate power supply, Broadband connectivity, or there is some other kind of service disruption. Please do not solely rely on the Sure Signal Service to make emergency calls. Vodafone recommends that customers have alternative facilities in place to make emergency calls in the event of the Device failing and the unavailability of the Mobile Network, for any reason.

6. Customer Information

6.1 Customer information, including traffic data (data relating to the conveyance of calls and the billing of such calls, including data relating to the routing, duration or time of calls, the location of equipment making or receiving calls, the network on which calls originate or terminate and the time of the beginning or end, or the duration of the connection to that telecommunications network) may be processed by Vodafone for its own business purposes. By entering into this Contract, the Customer explicitly consents to the

use of Customer information for these purposes which include account management, account consolidation, billing, debt collection, credit assessments, market research, customer profiling, product and service development, product and service marketing and customer care and other legitimate business purposes.

6.2 Personal information will be retained for no longer than is necessary for the purposes of providing the Sure Signal Service and in accordance with the terms of this Contract. Please note that Customer calls to Vodafone Customer Care may be recorded for training and quality control purposes.

6.3 Vodafone will find it necessary to disclose certain Customer information to Vodafone group companies, other licensed telecommunications operators and Vodafone's Agents for the purposes of providing the Sure Signal Service and also to third parties (including credit bureau and other telecommunications operators) for the purpose of credit referencing, administration, account management, billing, customer profiling, market research, fraud prevention, debt collection, service and product development, insurance claims processing, porting and other legitimate business purposes. Personal data is not otherwise disclosed to third parties, save where required or permitted by law.

6.4 Vodafone or Vodafone Agents may from time to time contact the Customer by post, telephone, e-mail or text message regarding details of specific promotions or information on various Vodafone products or services. The Customer hereby explicitly consents to such contact while the Customer is availing of the Sure Signal Service and for a period of 12 months after the Customer ceases to avail of the Sure Signal Service. If the Customer does not wish to receive details of such promotions, the Customer should contact Vodafone Customer Care.

6.5 Vodafone shall not provide the Customer with any statements in relation to their Account or records of Calls made or received in the normal course of the Sure Signal Service.

6.6 Vodafone will require the Customer to provide an address where the Device will be installed in order to minimise any radio interference with the Sure Signal Service. In the event that this location changes, it is the

responsibility of the Customer to provide the updated address to Vodafone . Vodafone will access the Sure Signal Service from time to time remotely in order to provide the Customer with updates to the Sure Signal Service.

7. Suspension / Termination

7.1 Vodafone may immediately, without notice, suspend the Sure Signal 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 this Contract or 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 exceeds any limit on Charges imposed by Vodafone 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; or

the Customer engages in any activity (or permits 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 Sure Signal Service or (b) is or is likely to have an adverse impact on the quality of the Sure Signal Service, the integrity of the Vodafone Network or any communications system operated by Vodafone.

7.2 During any period of suspension of the Sure Signal Service the Customer shall remain liable for all Charges unless Vodafone decides otherwise. Vodafone reserves the right to reconnect the Customer to the Sure Signal Service and to levy a fee on each suspended subscription and/or require revised payment terms (including security payments).

7.3 The term of this Contract shall be for the Minimum Period. This Contract may be terminated by either party giving to the other at least 28 days written notice and, in the case of porting, upon the completion of the porting process. In the absence of such notice this Contract shall be deemed to continue on from month to month based on the Terms and

Conditions herein following expiry of the Minimum Period.

7.4 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 Sure Signal Service to the Customer, where:-

there is a serious failure by the Customer to observe or perform any term or obligation set out herein (and in particular the Customer obligations referred to in this Contract) or any relevant law;

the Customer fails to rectify a situation which has given rise to a suspension of the Sure Signal Service under Clause 7.1, within 14 days of the suspension being imposed ;

the Customer supplies at any time false, inaccurate or misleading information to Vodafone;

the Customer is adjudicated bankrupt, becomes insolvent or makes any composition or arrangement with or assignment for the benefit of creditors;

any meeting of the Customer's creditors is called pursuant to Section 266, Companies Act, 1963 (as amended) or if the Customer enters any liquidation or has a receiver of its assets or a provisional liquidator appointed or should a petition for winding up be presented or advertised or a petition for the appointment of an examiner be presented; ;

if for any reason Vodafone is unable to provide the Sure Signal Service to the Customer.

7.5 Where the Contract is terminated all Charges will continue to accrue and be payable either until the end of the 28 day notice period (where termination is pursuant to Clause 7.2) or until the date of termination (where termination is pursuant to Clause 7.3). The Customer is advised that in certain circumstances Vodafone may become aware of outstanding Charges after the date of the invoice issued on termination. In these circumstances, Vodafone shall be entitled to raise subsequent invoices and the Customer shall be obliged to discharge all such invoices by the due date specified on the invoices. Notwithstanding the foregoing, if the Contract is

terminated under Clauses 7.2 or 7.3 during the Minimum Period, the Customer shall, following Vodafone's invoice, pay a termination charge calculated as the sum of the monthly tariff charges, where applicable, which would otherwise be payable until the end of the Minimum Period.

7.6 Upon suspension or termination of the Contract, Vodafone shall disconnect the Device from the Vodafone Network and the Customer shall return the Device to Vodafone to the Freepost address available from the Customer Care Team. Failure to return the Device within 30 days may result in Vodafone applying a charge of up to €100 to the Customer. Where Vodafone exercises any of its powers under this Clause 7, such exercise shall not prejudice or affect the exercise of any other right or remedy which may be available to Vodafone.

8. Exclusion of Liability

8.1 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 Sure Signal 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 unlawful or unauthorised use of or access to the Vodafone Network, Sure Signal Service or Vodafone Network Service, Device or Mobile Device by the Customer or third parties;

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 content of any Call;

any valid suspension of the Sure Signal Service or termination of the Contract;

any loss or theft of the Device or malfunction of the Device;

any claim arising in relation to the provision (or non-provision), maintenance or use of the Sure Signal Service, Device, telecommunications lines, channels, equipment, networks or services or arising out of Calls being dropped or 3G connections being lost for any reason;

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 a Customer unless the Customer "deals as a consumer" within the meaning of the Sale of Goods and Supply of Services Act 1980.

8.2 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 the Customer pursuant to this Contract shall not exceed the sum of €500 per claim.

8.3 Vodafone will not be liable for the effects upon the Customer, or upon any electronic or radio systems in equipment, vehicles or aircraft in the Customers vicinity, of any emissions or transmissions to, from, through or by our Vodafone Network and/or any Mobile Device or the Device.

8.4 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 other equipment used in conjunction with the Sure Signal Service.

8.5 Vodafone shall exercise such reasonable skill and care in the provision of the Sure Signal 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 Sure Signal Service are excluded to the fullest extent permitted by the applicable law.

