

# General Terms and Conditions of service for Vodafone Business Customers 30 July 2021

Reviewed: 300721

## YOU MUST READ AND ACCEPT THE FOLLOWING BEFORE USING OUR SERVICE:

### 1. YOUR AGREEMENT WITH US

**1.1.** Your agreement is with Vodafone. The following Terms apply to your use of our Services and, where applicable, the provision of Equipment to you. When signing up for use of the Services, you will be required to accept these Terms, along with the terms of any of the following which may be applicable; (a) your Welcome Letter, (b) your Customer Application Form (c) our Privacy Policy, (d) any service specific terms and conditions which relate to specific services chosen by you, (e), your Price Plan, and (f) promotions, which together form the Agreement. Vodafone products or services (including add-ons and Third Party Services) or any promotions may be subject to their own distinct terms and charges. A copy of all terms and policies can be found at [www.vodafone.ie/terms](http://www.vodafone.ie/terms).

**1.2.** Acceptance of your application and connection to the Services is conditional upon (a) you having and maintaining a credit rating satisfactory to us and providing us with such financial security as we may reasonably require, (b) you providing valid proof of identity/address and such evidence of residency in Ireland as we may require, and (c) accurate completion of your Customer Application Form and the giving of such other information as we may request. We reserve the right to refuse any application.

**1.3.** Where you are provided with the option of entering your Agreement by way of electronic signature, you agree that by signing your Agreement by electronic signature (whatever form the electronic signature takes) that this method of signature is as conclusive of our intention to be bound by this agreement as if signed by your manuscript signature.

**1.4.** Our agents are not authorised to change this Agreement or to agree any provision inconsistent with these terms. We may change, terminate or withdraw this Agreement, any part of the Services or our Price Plans for any commercial, legal, technical or operational reason and any important changes will be notified to you in advance and in accordance with our statutory obligations.

**1.5.** We may change Service delivery methods or platforms from time to time which may require you to change Equipment and/or Equipment settings to continue to avail of the Services.

**1.6.** This Agreement is personal to you. Unless we give you prior consent, you cannot pass your rights or responsibilities under this Agreement or transfer or assign this Agreement to another party.

**1.7.** Your Vodafone account will contain Customer Information, usage details and other information relating to all services being provided under that account. You can choose to provide nominated individuals with access to view this information or make changes to your account by nominating an Authorised Contact to your account by contacting us. Before this access is provided we will inform you of, and you must accept, the terms and conditions (in particular the privacy implications) of that nomination. You can remove any access provided to another individual on your account at any time by contacting us.

**1.8.** We may, acting reasonably, freely transfer, charge and/or assign this Agreement without notice and, in particular, we may freely transfer charge and/or assign existing and/or future debts due to us without notice, save where not permissible by applicable statutory provisions. For the avoidance of doubt, we may, acting reasonably and without notice to you, freely transfer, charge, and/or assign any or all of our rights under this Agreement, including our rights to receive payments from you, whether in

respect of the Services, the Equipment or any other amounts that you may be required to pay to us pursuant to this Agreement.

**1.9.** 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).

**1.10.** This Agreement is provided by us to you as a business. Unless expressly set out in this Agreement all warranties, representations and conditions which are implied by statute or otherwise are expressly excluded to the extent permitted by Applicable Law.

**1.11.** This Agreement starts from when you sign this Agreement, unless we agree otherwise with you. Your Minimum Term will commence from the date your Service is activated by Vodafone. We will continue to provide the Service to you until either of us decides to end the Agreement in the ways allowed under "Suspension" or "Termination" below. If you have a fixed duration Minimum Term (such as 12 or 24 months), before the expiry of your Minimum Term, we will notify you of your Minimum Term end date and how you can terminate in accordance with our regulatory obligations.

**1.12.** Your Agreement is for the Minimum Term shown in your Customer Application Form. At the end of your Minimum Term, this Agreement will continue on a month to month basis until you decide to enter a new contract with Vodafone or either of us decides to end the Agreement in the ways allowed under "Suspension" or "Termination" below.

**1.13.** In the event that you upgrade/downgrade from one Service as specified on your Customer Application Form to another Service or Price Plan, the Charges for the higher/lower option (as applicable) will apply with immediate effect. You will be given a new Minimum Term which will take effect from the date the upgrade/ downgrade is applied and in the case of a downgrade a downgrade fee may apply where relevant. You will be advised of any applicable downgrade fee by Vodafone on your request to downgrade your Service to another Service or Tariff option.

**1.14.** In the event that you agree to avail of a promotional offer, you may be subject to a new Minimum Term as agreed between the parties as part of the terms of the offer.

### 2. OUR SERVICE

**2.1.** We will use reasonable efforts to connect you to the Service on the same day as your application is made, on an agreed date or as soon as is practicable and to make the Service available to you at all times.

**2.2.** We continuously monitor network performance and during busy periods on our Network we may need to manage traffic to ensure everyone has access to our services. We endeavour to ensure that the service received by our 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). In general you will not notice the difference however if for any reason traffic is exceptionally busy you may experience a temporary impact on your service such as slower speed. For more information on our network, see [www.vodafone.ie/network](http://www.vodafone.ie/network).

**2.3.** Information on your rights, should you experience issues with your Service is set out in our Code of Practice as detailed in Section 11.2 of these terms

**2.4.** We may modify or suspend the service wholly or partially, with or without notice, if such action is deemed necessary by us; or if we are requested by an authorised authority; or are required to do so by legislation; or for other technical, maintenance, security

reasons; or other valid reasons. All reasonable efforts will be made to minimise such service disruptions. You will have to pay for all Charges during any such service disruptions unless we decide otherwise.

**2.5.** Reliance on call or data session content made over the Network is at your sole risk. We will not be liable for any content sent or received by you. We make no representation as to the quality, accuracy, correctness, completeness or suitability of any call or data session content. You acknowledge that call or data session content 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 we 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. We do not accept responsibility for the security of data sessions; when you conduct a data session, you do so at your own risk and are solely responsible for adopting such appropriate security measures against unauthorised access to and interference with your equipment (or associated software/hardware and data) as may be necessary.

**2.6.** We make no representation and give no warranty as to the content, quality, availability, suitability or timeliness of any Third Party Service. We reserve the right to suspend or withdraw access to 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. We may be required to bill you for such services. This clause includes, but is not limited to, the use of Services to access third party websites not controlled by us. We accept no responsibility for their content or services and no endorsement or approval of such sites by us may be implied.

**2.7.** We reserve the right, without prejudice to any other provisions of this Agreement, to issue such reasonable instructions or policies, either directly to your Equipment or by making available on [www.vodafone.ie](http://www.vodafone.ie), concerning the use of the Services as may be necessary in the interests of; safety, quality of service, other customers, telecommunications services as a whole, or for any other valid reason. These may include acceptable use or fair use policies which provide more detail about the rules for use of certain Services in order to ensure that use of the Services is not excessive, to manage the Network, to combat or prevent fraud, or any security or vulnerability threats, and where the Services we offer or may introduce require certain rules, to ensure they can be enjoyed by all of our customers. If a fair usage policy applies to your account this will be detailed in your Price Plan, which sets out acceptable usage. You agree to comply with any policy (including any amended policy) as issued by us from time to time that applies to your use of the Services and a copy of these policies can be requested from Customer Care or viewed on [www.vodafone.ie](http://www.vodafone.ie).

### **3. YOUR OBLIGATIONS**

**3.1.** You agree that you are responsible for the acts and omissions of all Users using the Services and Equipment under this Agreement. Without any prejudice to any provision of this Agreement, you agree:

a. to adhere to and use the Services in accordance with this Agreement, any other reasonable requests or instructions we give to you under this Agreement and/or the instructions of an authorised authority and you understand that failure to comply with same entitles us to disconnect the Services in accordance with these Terms;

b. the information on your Customer Application Form is accurate and you will provide any further information and assistance, as may

be reasonably requested by us. Such requests may relate to our 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;

c. to not use, or permit the use of, the Service or the Equipment for any improper, abusive, indecent, obscene, unlawful, harmful, unauthorised, defamatory or fraudulent purpose or to cause any injury, offence or annoyance to any person or in a way that breaches another person's rights or for any purpose except as specifically intended for the Service;

d. Each Party shall, in the context of the Services: (i) comply with all Applicable Law relating to export control and economic/financial sanctions in the European Union, the United States of America, and other countries relevant to the dealings of the Parties; (ii) not knowingly do anything which may cause the other Party or members of its Group to breach this Applicable Law; (iii) provide such assistance, documentation, and information to the other party as that Party may reasonably request; (iv) notify the other Party of loss of licence/authorisation or actual/potential investigations/breach in relation to his Applicable Law; (v) not carry out activities with restricted list individuals or entities; and (vi) not sub-contract or assign the benefit of the Services or re-export, re-sell, or otherwise transfer any Services to restricted list individuals or entities.

e. to not 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. For the avoidance of doubt, you may not resell the Service;

f. to only use approved Equipment with the Network, to comply with all Applicable Law and user guides governing its use and to remain solely responsible for the manner in which the Equipment is used;

g. to promptly pay all Charges and to promptly notify us of any change of name, address, other contact details or cessation of the Service by you;

h. to tell us immediately by telephone, if our Equipment is lost, stolen or damaged;

i. you are responsible for keeping all usernames, PINs and passwords of all your Services secure and private at all times and understand that you should not in any circumstance give your PIN numbers, passwords to any third party (unless you are happy for them to use your account and to incur additional Charges on your account). Please contact us immediately using the details on our website if you suspect or become aware of any:

a) violation of the security on your Vodafone account;

b) breach of the security software on your Services;

c) unauthorised use of your Services; or

d) other breach or suspicious performance on your Services

j. The loss or inability to use the Equipment or SIM Card (if applicable) does not automatically terminate this Agreement or your liabilities; and,

k. to indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings, howsoever arising from any breach of this clause.

### **4. CHARGES AND PAYMENT**

**4.1.** Vodafone keeps an up to date set of details of Price Plans available on the Vodafone website at [www.vodafone.ie/terms](http://www.vodafone.ie/terms) from where up-to-date information on all applicable tariffs and maintenance Charges may be obtained, including payment methods offered and any differences in costs due to payment method. Vodafone reserves the right to alter such Price Plans from time to time and shall notify Customers of such changes in accordance with these Terms.

**4.2.** You must pay all Charges incurred in using the Service provided (including VAT arising on the charges) and for all costs incurred in enforcing this Agreement through one of the payment options we make available to you.

**4.3.** For bill transparency and to help you monitor your level of consumption you can view your bill and usage using your online My Vodafone account on our Website or use our Vodafone mobile app.

**4.4.** We may choose the manner, time and methods as to how all Charges will be paid. We reserve the right, at any time, to set-off any sum owing by you to us against any sum due by us to you, whether under this or any other agreement with us. We reserve the right to charge you reasonable administration and collection costs for failed payments or non-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 us).

**4.5.** Please note that certain Services are charged on the basis of the volume or type of transmissions sent and/or received by your Equipment over the Network except where your Price Plan provides otherwise. Our determination of the volume of transmissions will be conclusive.

**4.6.** Where you have purchased Equipment from us and you have chosen to pay part of the purchase price of the Equipment upfront and the remaining amount by instalments, you will not be charged any fees or interest for choosing to pay for the Equipment this way rather than paying the full purchase price for the Equipment up front.

**4.7.** Where you choose to avail of the option to pay for part of the purchase price of the Equipment by instalments, you confirm that Vodafone has not invited you by advertisement to avail of such payment arrangement for the purchase of the Equipment.

**4.8.** Where you have chosen to pay part of the Equipment purchase price by instalments, you acknowledge and agree that where this Agreement is ended for any reason, including where there is a change to the terms of this Agreement and you choose to end this Agreement as a result, where you choose to end this Agreement early, or if you damage or lose the Equipment you will still be required to pay us the full purchase price of the Equipment.

**4.9.** Where you have purchased Equipment from us and chosen to pay part of the purchase price by way of instalments over time, you agree that if you fail to pay any of the instalments on time, we may require you to return the Equipment to us or we may take legal action against you for non-payment.

**4.10.**

a. Your bill will be provided on a periodic basis (usually monthly) and will state the amount you owe to us and the due date of payment. We may for operational reasons change our billing methods and periods and issue interim bills if or where necessary. By default, your bill is provided to you online via electronic format and is available to print by you. You agree to provide a valid email address for the purpose of online billing. Pursuant to our sustainability program, we will charge €5 per bill for paper copies of bills previously provided to you (regardless of whether required as a result of your request, or required due to an invalid email

address being provided). You may opt for paper billing at no charge. If you opt for paper billing as standard, your bill will be sent to the billing address shown on the Customer Application Form (or any other address notified to us) and will be deemed received on the second postal day after the date of posting. All Charges and other payments must be paid by the due date specified on the invoice.

b. All Charges and other payments must be paid by the due date specified on the bill. You may be charged a late payment fee (where specified in your Price Plan) and/or interest at the prevailing statutory rate if you do not pay your bill by the due date specified on the bill.

c. Vodafone reserves the right to contact you directly through the Services, by email, by post, or by telephone in relation to overdue payments.

d. You agree that you are liable for any Charges incurred on your account irrespective of whether those Charges were incurred by you or anybody else with or without your consent.

e. Should you disagree with any Charges shown on your bill, you should contact Vodafone's Customer Care support service via 1907 or, alternatively, lodge a complaint in accordance with Vodafone's Code of Practice as set out in these Terms, prior to the due date for payment. Notwithstanding any complaint, all invoiced amounts shall be paid on the invoice due date pending the outcome of the complaints procedure. If, following any such call to our Customer Care support service or the complaints procedure (as applicable), it is established that the Charges on any invoice are incorrect, Vodafone shall credit any overpayment to your account.

f. Save in the case of manifest error by Vodafone, all Charges shall be calculated by reference to the data recorded or logged by Vodafone. Vodafone's determination in respect thereof is final.

g. Where customer billing is dependent on information received by Vodafone from other networks or operators then you accept that such information is an accurate record of your use of the Services.

h. Where Charges are not applied to your invoice for the billing period relating to when they were incurred, notwithstanding any other clause herein, you remain liable for any accrued Charges and may, at any time, be billed for Charges incurred in a prior billing period.

i. VAT at the appropriate rate will be added to all bills unless otherwise specified.

j. In order to avail of the Service, you agree that all Charges and payments payable by you under this Agreement shall be paid by Direct Debit (unless otherwise specifically agreed with Vodafone). You hereby authorise Vodafone to debit the Charges and other payments due to Vodafone under this Agreement from your bank/credit card account. Vodafone reserves the right to apply a charge as set out in the Price Plan for each occasion a Direct Debit payment fails provided the failure is not caused by Vodafone.

k. We charge for your Price Plan in advance but cannot do this for usage of the Services. Therefore, on your bill, the service charges are for the upcoming month and the usage charges are for the month just passed.

## **5. TITLE & RISK**

**5.1.** If it is agreed that title in Equipment will pass to Customer then the timing of such passing of title shall be on payment in full.

**5.2.** Risk in the Equipment passes to Customer upon delivery.

## 6. RESTRICTIONS ON NUMBERS, EQUIPMENT AND SIM CARD

**6.1.** You do not own the Phone Number we provide you with as part of the Services. We reserve the right at any time to alter or replace a Phone Number allocated to you or any other name, code or number whatsoever associated with the Service.

## 7. INTELLECTUAL PROPERTY RIGHTS

**7.1.** All rights, including copyright in Services and their content, belong to Vodafone, Vodafone's Access Provider(s), or Vodafone's Agents. Vodafone and they hereby reserve all rights. Nothing contained in this Agreement shall be construed as granting or conferring any rights to you by licence, franchise, title, interest or otherwise in Vodafone or any property of Vodafone, including, without limitation, Vodafone trade names, trademarks, service marks or proprietary information.

**7.2.** The 'Vodafone' trademark and other related images, logos and names on the Services are proprietary marks of Vodafone. Vodafone hereby reserves all rights.

**7.3.** Where Vodafone generates any Intellectual Property Rights in performing Services, or creating or customising Products for you (including without limitation by the creation or customisation of Software), all such Intellectual Property Rights shall, on their creation, vest in Vodafone exclusively.

**7.4.** The Services and Equipment must not be used in any way which breaches the Intellectual Property Rights of Vodafone and/or any third party.

## 8. DATA PROTECTION:

**8.1.** This section is in conjunction with our Privacy Policy, which is in addition to and forms part of these Terms and Conditions, and is available on [www.vodafone.ie/aboutus/privacy](http://www.vodafone.ie/aboutus/privacy).

**8.2.** Vodafone and you shall respectively comply with Applicable Privacy Law. You confirm that Personal Data provided by you to Vodafone has been provided in accordance with Applicable Privacy Law.

**8.3.** Any reference to "Vodafone may" in this Section 8 is deemed to constitute: (i) a specific acknowledgement and authorisation on your part as required by applicable law;

**8.4.** Vodafone may process User Personal Data for the following purposes: (i) account relationship management; (ii) sending bills; (iii) order fulfilment / delivery; or (iv) customer service.

**8.5.** When providing services as an electronic communications services provider Vodafone may also process "Traffic Data" (any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing) as data controller for the following purposes: (i) delivering User communications; (ii) calculating charges pertaining to the user; (iii) identifying threats to the Network/Services and protecting against the same; (iv) understanding communication flow through the network/services in order to inform network and service development and roll-out plans; or (v) internal use for development and improvement of Network/Services. Such processing will not include providing traffic data to third parties or making it publicly available.

**8.6.** Vodafone may disclose User Personal Data and/or Traffic Data: (i) if required by applicable law, court order, privacy authority or any other statutory or supervisory authority, body or agency; or (ii) to

Vodafone Group Companies or third parties lawfully sub-processing for Vodafone to deliver the Services.

## 9. SUSPENSION

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

a. you do not comply with, or we in our reasonable opinion consider that you are not complying with, the terms of this Agreement;

b. you breach any provision of the "Your Obligations" section;

c. you engage in any activity (or permit any activity) which we, in our sole discretion determine or consider (a) to be contrary to this Agreement, 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 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;

d. you fail to pay us any monies due under this Agreement or any other agreement with us on the due date specified in any bill or we reasonably believe that you are, or will be, unable to comply with payment obligations, or represent a credit risk as may be determined by us from time to time;

e. if the Network requires modification or maintenance or for security or technical reasons it is not possible to provide the Services;

f. we are unable to contact you following reasonable efforts; or

**9.2.** During any period of service suspension, you will remain liable for all Charges unless we decide otherwise. We reserve the right to reconnect you to the Vodafone Network and to charge a reasonable administration fee for each suspended subscription and/or require revised payment terms (including security payments).

## 10. TERMINATION

**10.1.** This Agreement may be terminated by either party.

**10.2.** If you want to end the Agreement for reason of convenience:-

a. you may do so by providing Vodafone with at least 30 days' notice or by completing the Porting process.

b. If you terminate this Agreement or Port during your Minimum Term, you will have to pay the Termination Charges.

c. If you terminate the Agreement during the Minimum Term, any monthly Charges paid in advance by you will be set off against any Termination Charges payable by you.

d. Vodafone reserves the right such that, where you have availed of a discount, free Equipment or other promotion relating to the Agreement and terminate within the Minimum Term, an amount equal to the value of any such promotion, free Equipment or discount, pro-rated to the unexpired portion of the Minimum Term may at Vodafone's discretion be reckonable for the purposes of calculating the Termination Charges due.

e. Where the Agreement is terminated all charges will continue to accrue and be payable until the date of termination, depending on

the circumstances. In certain circumstances we may become aware of outstanding charges after the date of the bill issued on termination (e.g. roaming charges that are subsequently advised to us by our roaming partners), in these circumstances, we 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.

f. If you Port from our 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.

**10.3.** If you want to end the Agreement because of the quality of our services:-

a. If there is a significant continued or frequently recurring difference between the actual performance of our services and the service levels set out in this Agreement, then, subject to this Agreement, you may be able to leave this Agreement during the Minimum Term without paying the Termination Charges (although, if you choose to keep your Equipment, you will have to pay for your Equipment Subsidy).

**10.4.** If you want to end the Agreement because of changes:-

a. If we make a change(s) to the contractual conditions of this Agreement you will have a right to leave this Agreement during the Minimum Term without paying the Termination Charges (although, if you choose to keep your Equipment, you will have to pay for your Equipment Subsidy). The right to leave this Agreement will not apply if the change(s) to the Agreement are (i) exclusively to your benefit, (ii) of a purely administrative nature and have no negative effect on you, or (iii) are directly imposed by European Union or Irish law. We will notify you of any change(s). If the right to leave the Agreement arises and you then wish to exercise the right, you must provide us with notice of termination within one (1) month of receiving the notification from us of the change(s). If we do not receive notice of termination from you within this time period, you will be deemed to have accepted the change(s).

**10.5.** If you want to end the Agreement because of other legal right to terminate early under European Union or Irish law:-

a. If you have a right under European Union or national law to terminate this Agreement before the end of any applicable Minimum Term, you will be able to leave us early without paying Termination Charges (although, if you choose to keep your Equipment, you will have to pay the Equipment Subsidy).

**10.6.** In cases 10.3, 10.4 & 10.5, if you choose to return your Equipment to us, it must be returned to us in full working order within 14 days of the date of termination of the Agreement. In such event title will pass upon delivery. You will be liable for cost of return. If you do not return the Equipment to us within this time period, you will have to pay the Equipment Subsidy.

**10.7.** You can provide termination notice to us by contacting Customer Care.

**10.8.** Aside from any other provision contained in this Agreement, we may, by written notice, terminate this Agreement with effect from the date set out in the notice, and cease to provide the Service, where:

a. there is a failure by you to observe or perform any term or obligation set out in these Terms, this Agreement or any Applicable Law;

b. you fail to rectify the reason which has given rise to a suspension of the Service under our Suspension Clause, within 14 days of the suspension being imposed;

c. you supply us at any time with false, inaccurate or misleading information;

d. Vodafone is obliged to comply with an order, instruction or request of Government, ComReg, an emergency service organisation or other competent authority;

e. you die or are adjudicated bankrupt, become insolvent or make any composition or arrangement with or assignment for the benefit of creditors; or,

f. if for any reason we are unable to provide the Service.

**10.9.** If we terminate the Agreement under clause 10.8, other than clause 10.8.f, during the Minimum Term, you will have to pay the Termination Charges. If we terminate the Agreement under clause 10.8.f, you will not have to pay the Termination Charges although, if you choose to retain your Equipment, you will have to pay the Equipment Subsidy.

## 11. LIABILITY

**11.1.** Liability principles: Neither Party is liable under the Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) for: (i) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill; (ii) any loss of or corruption to data (except to the extent that such loss or corruption is a direct result of a Party's breach of Applicable Privacy Law in relation to the performance of its obligations under the Agreement); (iii) any regulatory fines; (iv) any legal costs; (v) any loss arising from business interruption or reputational damage; or (vi) any indirect or consequential losses; regardless of whether any of these types of loss were contemplated by either of the Parties when the Agreement was entered into or when the relevant order was placed under it. Neither Party excludes any liability which cannot be excluded by Applicable Law or any liability for non-payment of Charges or any liability for damages due to breach of confidentiality obligations (except to the extent that such breach of confidentiality relates to the disclosure of personal data, in respect of which the Data Privacy Obligations shall apply) as set out in the Agreement.

**11.2.** Compliance with regulation: Each Party ("Responsible Party") retains responsibility for compliance with the regulatory regime in which it operates (including compliance with Applicable Privacy Law). In this respect, and except as expressly set out in clause 10.4:

a. the other Party is not liable for any losses incurred by, regulatory fines or penalties imposed on or third party claims made against the Responsible Party; and

b. the Responsible Party is not liable for any losses incurred by, regulatory fines or penalties imposed on or third party claims made against the other Party.

**11.3.** Liability cap: Subject to clause 10.1, a Party's maximum aggregate liability under or in connection with the Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) shall be limited:

a. In respect of any breach of its Data Privacy Obligations, to €100,000 (one hundred thousand Euro) in aggregate; and

b. in respect of any other claim, in each consecutive 12 month period starting on the date of last signature of the Agreement ("Liability Period") to the amount of the Charges paid or payable between the two Parties in respect of that Liability Period. If the Charges have been paid or payable between the two Parties for less than 12 months in any Liability Period, a Party's liability shall not

exceed the average monthly charge paid or payable for that Liability Period multiplied by 12.

**11.4.** Liability for third party claims under Applicable Privacy Law: Subject to clause 10.3.a, where one party (the "Paying Party") has, in accordance with Applicable Privacy Laws, paid compensation (whether such payment relates to a claim made by a third party in contract, tort, statute or otherwise) to an individual third party ("Claimant") following a successful claim from the Claimant, and the matter giving rise to such claim was wholly or partly as a direct result of a breach by the other party (the "Non-Paying Party") of Applicable Privacy Law, the Paying Party will be entitled to claim back from the Non-Paying Party that part of the compensation corresponding to their part of responsibility for the damage caused to the Claimant. The Paying Party shall use all reasonable endeavours to defend the Claimant's claim and to minimise its liability in respect of such claim prior to issuing its claim against the Non-Paying Party.

## **12. CUSTOMER SUPPORT, MAINTENANCE, CODE OF PRACTICE AND COMPLAINTS**

**12.1.** The various customer support and maintenance services provided by us change from time to time but details of the most up-to-date services are available at [www.vodafone.ie/contactus/](http://www.vodafone.ie/contactus/) or by contacting Customer Care. You can also view our accessibility statement at [www.vodafone.ie/accessibility](http://www.vodafone.ie/accessibility).

**12.2.** If you are unhappy about the Services or if you wish to raise a dispute with us in relation to anything in this Agreement, contact Customer Care or log onto [www.vodafone.ie/aboutus/code/custcare/escalation](http://www.vodafone.ie/aboutus/code/custcare/escalation) for detail on procedures, including the online dispute resolution platform. Our Code of Practice contains lots of information; including information on our complaints procedures, on the settlement of disputes and on how to request remedies such as a refund or compensation from us for failures by us to meet contracted service quality levels or, where applicable, where we respond inadequately to security incidents, threats and vulnerabilities. If, at the end of the complaints process, you feel your complaint has not been properly addressed, you can contact the Commission for Communications Regulation at [www.comreg.ie](http://www.comreg.ie).

## **13. PROMOTIONS, SPECIAL OFFERS, THIRD PARTY SERVICES AND ADD ONS**

**13.1.** 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, shall be subject to the provisions of the Terms and Conditions under which they are released and you may be charged for these promotions, offers and/or additional services. The terms and conditions contained herein shall also apply generally to all Promotions, Special Offers, Third Party Services and add ons as may be released by Vodafone from time to time regardless of the subject thereof (unless explicitly stated otherwise in the Promotion, Special Offer or additional service terms and conditions).

## **14. GENERAL**

**14.1.** If we need to send you notices under this Agreement, we will send them to you by phone, post, email, SMS, via any Vodafone application that you are using as part of the Services or by uploading them to [www.vodafone.ie](http://www.vodafone.ie). We will use the contact details you have provided to us and you must tell us about any changes to your contact details. We will treat any notices we send

you by post, email or SMS text as having been received by you within a reasonable amount of time after we send them. We will treat any notices we make via [www.vodafone.ie](http://www.vodafone.ie) or any Vodafone application that you are using as part of the Services as having been notified to you from the date of publication.

**14.2.** This Agreement is governed by Irish law and subject to the jurisdiction of the Irish Courts. 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 we exercise any of our powers under this Agreement, such exercise will not prejudice or affect the exercise of any other right or remedy which may be available to us.

**14.3.** This Agreement is the complete agreement between you and us. Any provisions of this Agreement which are intended by their nature to continue, or to come into effect after termination or suspension, will survive termination or suspension of this Agreement and continue in full force and effect. If any of the terms of this Agreement are not valid or enforceable this will not affect the other terms. We may replace any term of this Agreement that is not valid with a similar term that is. 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.

**14.4.** Except for fraudulent misrepresentation, the Agreement represents the entire agreement between you and Vodafone relating to its subject matter and supersedes any previous agreements between the parties relating to the same. The parties acknowledge that, in entering into the Agreement, neither party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly provided for by the Agreement.

**14.5.** Failure by either party to the Agreement to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or enforcement thereof, or of any such right or any other right on any later occasion.

**14.6.** If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision(s) in question shall not be affected thereby.

**14.7.** Any provisions of this Agreement that are intended by their nature to continue or to come into effect after termination or suspension shall survive termination or suspension of this Agreement and shall continue in full force and effect.

## **15. DEFINITIONS**

**Additional Services:** 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.

**Agreement:** the agreement between you and us comprises the Terms, along with the terms of any of the following which may be applicable: (a) your Welcome Letter, (b) your Customer Application Form (c) our Privacy Policy, (d) any service specific terms and conditions which relate to specific services chosen by you, (e), your Price Plan, and (f) promotions

**Applicable Law** means law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, each as relevant to (i) Vodafone in the provision of the Services and/or (ii) Customer in the receipt of the Services or the carrying out of its business.

**Applicable Privacy Law** means Applicable Law applicable to the Processing of Personal Data under the Agreement, including the GDPR when relevant and in full force and effect

**Authorised Contact:** an individual that you can choose to appoint as your agent to deal with Vodafone on your behalf. They will have full access to your account, including access to all personal and account information, including Customer Information, relating to all services being used on your account and will be able to enter into agreements on your behalf.

**Calls:** 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).

**Charges:** the charges for the Services, as outlined herein, in your service specific terms, in your Price Plan or CAF, including, but not limited to, connection charges, monthly rental or price plan charges, Call charges, any applicable additional usage charges calculated according to the rates prevailing from time to time, administrative charges, Termination Charges and charges for Third Party Services which the Customer may choose to receive.

**Code of Practice:** sets out important information on our customer procedures and can be viewed at <https://n.vodafone.ie/aboutus/code.html>.

**'Commencement Date'** – the date whereon Vodafone has activated your Service following acceptance of your Customer Application Form

**Customer** ("you") the business person or entity that accepts these terms and conditions and/or executes the Customer Application Form, which includes the terms "you" and "yours".

**Customer Care:** the customer support and care channels which we offer to you, which can be viewed on [www.vodafone.ie/support](http://www.vodafone.ie/support). Business Customers can also call 1907

**'Customer Application Form' or 'CAF'** – 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 Customer Acceptance Form (in writing, on-line or via other means) shall be as specified by Vodafone from time to time and may be titled "Business Customer Agreement" or otherwise.

**Customer Information:** 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 email, website or otherwise, using the Services.

**Data Controller** means the person that determines the purposes and means for which data is Processed.

**Data Privacy Obligations** means each Party's obligations relating to the Processing of User Personal Data or Traffic Data as expressly set out in this Agreement.

**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 2018, any other relevant data protection and privacy law and any amendment, replacement or supplement thereto, from time to time.

**Data Sessions:** a connection to the internet or mobile internet established using technology made available over the Network.

**End-User:** an individual, who may be using services under your account, who you can choose to appoint to your account in order for them to view certain information about their service usage on your account.

**Equipment** any Vodafone supplied or Third Party equipment as required for the supply and use of the Services and provided to you by us 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 to the Customer pursuant to this Agreement in connection with the Services.

**Equipment Subsidy:** means the sum payable by you where you terminate the Agreement before the expiry of the Minimum Term; the method of calculation of the Equipment Subsidy is available in the service specific terms if applicable.

**EU Roaming Regulations:** Roaming Regulation 2012 (EU) No 531/2012 as amended.

**GDPR** means General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

**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.

**Minimum Term:** the minimum period for the supply of the Services, such period to be as specified on your Customer Application Form, or as specified in the service specific terms and conditions commencing on the Commencement Date unless otherwise agreed between the parties.

**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).

**Network Operator:** a licensed mobile telephony service provider.

**Phone Number:** i) In the case of a mobile service: Mobile Station International Subscriber Directory Number (MSISDN) – a unique mobile phone number programmed into a SIM card. ii) In the case of a fixed line service: a fixed number allocated to you in relation to the service.

**Port/Porting/Ported:** transfer of a Phone Number for use from one Network Operator to another Network Operator.

**Process/Processed/Processing** means obtaining, recording or holding information or data or carrying out any operation or set of operations on it.

**Price Plan:** the price plans made available by us for Services chosen by you containing terms, Charges and specifications applicable to the Service.

**Privacy Authority** means the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.

**Privacy Policy:** our privacy policy which can be viewed on [www.vodafone.ie/privacy](http://www.vodafone.ie/privacy).

**Roam / Roaming:** a Service which allows you to use mobile Equipment on other Network Operator's networks, usually outside the Republic of Ireland, subject to the EU Roaming Regulations.

**Service(s):** means any service that we provide to you under this Agreement. It may include any or all (as the case may be) of the following services: airtime service enabling access the Network (allowing you to make or receive calls and messages and to send and receive data) and any Additional Services we agree to provide to you.

**SIM Card:** a card which contains your Phone Number and enables you to access Vodafone Services.

**Terms:** the terms and conditions on which you, the Customer, agree to avail of the Services as set out herein.

**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 and as may include additional charges specified in your Price Plan.

**Third Party Services:** any service promoted or provided by third parties to the Customer over the Network.

**User:** means an individual end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.

**User Personal Data** means any information that relates to an identified or identifiable User.

**Vodafone:** Vodafone Ireland Limited' a private company limited by shares registered in Ireland with registered office at Mountain View, Leopardstown, Dublin 18 under company number 326967, which includes the terms "we" "us" and "our".

**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

**Vodafone Group:** 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.

**Website:** [www.vodafone.ie](http://www.vodafone.ie) or any such other website or URL which we may dictate to you from time to time.

**Welcome Letter** means a letter from Vodafone to you that may be provided soon after your connection to Vodafone service specifying the service you will receive from Vodafone.