

Vodafone Enterprise SME- Fixed Specific Terms

Reviewed: 010321

1. OUR SERVICE

1.1. In the case of mobile services, we are not in a position to guarantee or offer any minimum service levels as to the quality and availability of the Service other than as set out in this Agreement. You may experience issues, from time to time, which impact the quality and availability of the Service. As with all radio based systems the Service may be affected by a number of local factors, such as building materials, tree cover and even weather conditions, the number of people using the network, the movement between locations, damage to the network and so on. Data reception or speed may not be as good indoors or in a car. We cannot guarantee that your Services will be uninterrupted, timely, secure, error-free, or that it will meet your specific requirements.

1.2. For full information on speed, including estimates of the maximum download and upload speeds that you may experience on our network and speed tiering if applicable, please see <https://n.vodafone.ie/support/mobile/data-speed-information.html>. Where network is available our estimated maximum attainable 5G download internet speed is 25Mbps and upload internet speed is 5Mbps. Our estimated maximum attainable 4G download internet speed is 10Mbps and upload internet speed is 3Mbps. Our estimated maximum attainable 3G download internet speed is 3Mbps and upload speed is 0.5Mbps. The actual speed you experience will depend on a number of factors including your location and surroundings, your device capability, your selected price plan, network traffic, network coverage and network signal. Certain quality of service impacts such as increased latency jitter and packet loss can also cause delay and slow down your internet access service. Please note we offer a range of mobile Price Plans and top up offers, some of which contain agreed maximum upload and download speed limits according to various speed tiers. Please see your selected Price Plan or service specific terms and conditions (<https://n.vodafone.ie/terms.html>) for full information on what speed limitations, if any, apply to your plan and how these work.

1.3. Contacting us regarding speeds: If you experience any continuous issue or regularly recurring difference with the speed communicated for your internet access service then please contact us and we will attempt to diagnose and resolve your issue. We will endeavour to resolve your issue as soon as possible within 10 working days. In exceptional circumstances longer resolution times may need to apply and in any case we will look to resolve within 28 days. Any complaints will be managed in accordance with our Code of Practice. If having gone through our assurance process it is not possible for Vodafone to remedy a situation where you are not continuously or regulatory achieving the speeds that we have communicated and, where the relevant facts are established by a monitoring mechanism certified by ComReg, this may constitute non-conformity of performance for the purposes of triggering the right to see potential remedies available to you under Irish law. These remedies may include but are not limited to rectification of the issue, the selection of an alternative service, the offer of a discount or you may choose to terminate your service without penalty.

2. YOUR OBLIGATIONS

2.1. 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 tell us immediately by telephone, if our SIM Card is lost or stolen or damaged. You will remain liable for all Charges incurred until we are specifically aware of same. We will provide a replacement SIM Card and we may charge you for this replacement SIM by deducting the cost from your account.
- b. It is your sole responsibility to make sure all SIM Cards on your account are used in accordance with this Agreement.

3. CHARGES AND PAYMENT

3.1. Volume indications given on handset screens may not be accurate. If there is a minimum charge for each session conducted using your Equipment and such session is terminated for any reason, the minimum charge may apply again if it is re-established.

3.2. 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. In some instances, the customer's device may convert larger messages which contain special characters or emoji(s) to a Multi-Media message (MMS), please note that text messages sent over MMS are charged by reference to the volume of data sent. Whilst we will make every effort to ensure that all text messages are delivered, you will be liable for all charges in respect of any text messages that are not delivered.

4. ROAMING AND INTERNATIONAL CALLS

You may use the Service while located outside the Republic of Ireland. However, access to local networks will depend upon the arrangements between local Network Operators and us. Special charges will apply to such use of the Services outside of the Republic of Ireland. The terms and conditions which apply to roaming for mobile services can be consulted on our Website at <http://www.vodafone.ie/roaming/>. Under EU Roaming Regulations, you can use your monthly domestic allocation of minutes/data/texts while roaming in the EU in the same way you use the allocation domestically. A fair use threshold may apply. For any other destination the monthly allocations cannot be used while roaming.

5. RESTRICTIONS ON NUMBERS, EQUIPMENT AND SIM CARD

5.1. We shall issue you with, and license you to use a SIM Card to access the Services and for no other purpose, on the condition that the SIM Card shall remain our property and shall be returned to us upon request. We may charge you for the cost of checking, repairing or replacing a SIM Card.

5.2. Our Equipment is locked to the Vodafone Network and you are restricted from using the Equipment on any other network (unless you are roaming). Should you wish to use the Equipment on any other network you must meet certain conditions (and a charge may apply) before we can supply you with an unlocking code. All Equipment will remain our property and we are not obliged to release the Equipment (other than the Sim Card which will remain our property) and provide an unlock code to you until you have been connected for at least 12 months, or you have spent at least €200 on your account, and you must have no outstanding balance on your account. You must not permit the Equipment to be unlocked from the Vodafone Network by anyone other than us or the manufacturer. Please see <https://nac.vodafone.ie/> or contact Customer Care for further information on unlocking the Equipment.

6. NUMBER PORTING (Switching Network Operators)

6.1. If you are transferring your number to the Vodafone Network from, or transferring your number from the Vodafone Network to, another mobile Network Operator ("Port") you will have to comply with the Porting requirements of your current mobile Network Operator (the "Donor Operator") and our Porting requirements. Porting away from us will be treated as a termination of this Agreement. We do not warrant, represent or guarantee that any equipment will function or operate on any other Network Operator's telecommunications network.

6.2. Customers wishing to Port numbers to the Vodafone Network are subject to the following terms and conditions (“Our Porting Requirements”):

- a. You warrant and represent that you are the account holder, principal user or authorised representative on the Donor Operator records to instruct us to Port.
- b. We may vary the Porting requirements from time to time. If this Agreement has been signed and a later Porting date has been requested, the service and your obligations pursuant to this Agreement will not commence until the selected Porting date.
- c. If you wish to Port to us, you must complete the application form or the online Porting process. Ports may be requested up to 30 days in advance of the required Porting date.
- d. You cannot withdraw your instruction to Port once the Porting process has commenced. Ports may be cancelled (prior to commencement of Porting process only) by requesting the cancellation in the same manner that the Port was originally requested (e.g. if you request in store you must return to the same store to cancel it). The status of the Port at the time of cancellation will determine the inter-operator processes and the ability to cancel.
- e. Subject to the below, your request to Port is formal notice on the Donor Operator of your termination of your agreement for mobile telephony services with them (if any).

6.3. You acknowledge that:

- a. only Phone Numbers for which you are the account holder, principal user or authorised representative will be Ported;
- b. 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;
- c. you will lose all credit and allowances in your account immediately on the Port being completed;
- d. you may have outstanding contractual obligations including outstanding bills and/ or termination charges owed to your Donor Operator, and you remain liable and responsible for these;
- e. you may need to get SIM security or network locking functions removed by your Donor Operator or get new equipment;
- f. 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 may require updating.
- g. for multi-line ports you or your authorised representative may be contacted by the Donor Operator seeking to confirm that the port is authorised.

6.4. Ports may be rejected if

- a. information you provide is incorrect, inaccurate, false, misleading or does not match the data held by your Donor Operator;
- b. the Phone Numbers in your possession has been reported lost or stolen;
- c. your Phone Numbers has been returned to the pool of available Phone Numbers following cessation of use.
- d. if you give fraudulent, false or misleading information you acknowledge that you will be personally liable and responsible for such information and you may, in appropriate cases, be referred to the lawful authorities for prosecution.

6.5. We do not warrant, represent or undertake that your Phone Numbers will be Ported within any specified timeframe or at all however, we will endeavour to Port your Phone Number within the shortest possible time on the date we have agreed and in any case within 1 working day of same. Please contact us in the event of Porting delay and we will deal with your query, and advise on any potential compensation or refund arrangements, in accordance with procedures set out in our Code of Practice

6.6. During the Port process there may be a period of outage of your mobile service and/or any related or ancillary services. We will not be liable or responsible for any damage, loss, costs or expenses or other liability in contract, or otherwise direct or indirect incurred as a result thereof. This does not affect your statutory rights.

7. MULTIPLE SUBSCRIPTIONS

7.1. Where there are multiple Phone Numbers associated with the Service provided to you, you acknowledge that you have separate contracts with Vodafone for service to each of the Phone Numbers

in accordance with the Price Plans applicable to each Phone Number. You acknowledge and agree to the Price Plan terms and conditions for each Phone Number.

8. TERMINATION

8.1. Upon suspension or termination of the Agreement, we will disconnect your SIM Card from the Vodafone Network.

8.2. Services are supplied for domestic use in the Republic of Ireland. We will monitor the use of any newly activated SIM Cards on the Vodafone Network to ensure the SIM Cards are being used in Ireland. In circumstances where there is no usage in Ireland following activation, we reserve the right to deactivate the SIM Card without further notice.