

## Vodafone Unlimited Terms and Conditions from 3 June 2021

### Vodafone Unlimited Terms and Conditions

These terms and conditions govern your use of the Vodafone Unlimited packages. These service specific terms and conditions apply in addition to and form part of the General Terms and Conditions of the Vodafone Mobile Telecommunication and Broadband Service and any additional service conditions you have signed up to. For the avoidance of doubt the below terms will form part of and apply in addition to each participating customer's terms and conditions of their Vodafone Service. If there is any conflict between the Terms then the order of precedence shall be as follows: the Service Specific Terms and Conditions of the Vodafone Unlimited proposition, followed by the Vodafone General Mobile Terms and Conditions.

#### 1. What is Vodafone Unlimited?

1. Vodafone Unlimited is a Vodafone mobile proposition, comprising a variety of RED Unlimited and Unlimited Lite tariffs, which offers some or all of the following benefits – domestic calls, text and data allowances, Vodafone Unlimited Take Your Home Plan Abroad within the UK and Europe, RED Roaming, and other services provided to you by third party content providers. Vodafone Unlimited is available within applicable Price Plans which are detailed below including details of what benefits are included in each tariff.

#### 2. Mobile data speed limits

a. Mobile data speed limits apply to our Vodafone Unlimited plans. The maximum upload and download speeds you could experience on your device with these plans are as follows:

- i. Unlimited Lite SIM Only: maximum speed 2Mbps
- ii. RED Unlimited SIM Only: maximum speed 10Mbps
- iii. RED Unlimited Max SIM Only: fastest speed available
- iv. Unlimited Lite: maximum speed 10Mbps
- v. RED Unlimited: fastest speed available
- vi. RED Unlimited Max: fastest speed available

b. If you have chosen one of these plans, please note you are not guaranteed to experience the maximum speed stated for your particular plan. The actual speed you experience will depend on a number of factors, including location, network coverage, network signal and technical or operational reasons.

#### 3. Expected upload and download speed

a. 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> and coverage checker at <https://n.vodafone.ie/network/coverage.html>. The speed estimate you receive with our coverage checker is subject to any speed limits which apply to your plan (see above for more detail).

b. Information on your rights, should you experience issues with your Service including significant deviations from estimated speeds is set out in our Code of Practice as detailed in Section 12.2 of the General Terms and Conditions of the Vodafone Mobile Telecommunications Service.

4. All Unlimited plans are 5G enabled. Plans with a maximum data speed other than fastest available will not achieve 5G speeds however all other 5G benefits will apply. For more information please see <https://n.vodafone.ie/network/5g.html>.

### 2. Cost of Service

1. By agreeing to these Terms and Conditions, you confirm that you wish to receive an electronic monthly e-bill in respect of your price plan contract and you confirm that you have access to internet services to review that bill.

2. If you wish to get a hardcopy of your bill in the post we can send it to the current billing or home address that we hold on file for you. You can request a subsequent paper copy of your bill, and a fee of €6 will be charged for this and every paper copy thereafter. This will be applied to your next bill. This fee covers our printing, administration costs and postal charges.

3. These terms and conditions of the specific Vodafone Unlimited price plans are in addition to and form part of the General Terms and Condition of the Vodafone Mobile Telecommunication and Broadband Service.

4. The Vodafone Unlimited suite of price plans inclusions are set out in the table below depending on the price plan chosen:

Tariff Group	Tariff Plan	Tariff Plan Allowances	Monthly Charge inc VAT & contract length
Unlimited Lite Plan	Unlimited Lite SIM Only	Unlimited data, maximum speed 2Mbps Unlimited Vodafone to Vodafone calls 100 any network minutes Unlimited any network texts Roaming across Europe included	€30 per month 12 month contract
RED Unlimited Plan	RED Unlimited SIM Only	Unlimited data, maximum speed 10Mbps Unlimited any network calls & texts Unlimited European calls & texts 100 International minutes & texts Roaming across Europe included	€35 per month 12 month contract
RED Unlimited Plan	RED Unlimited Max SIM Only	Unlimited data, fastest speed available Unlimited any network calls & texts Unlimited international calls & texts to Europe, USA, Canada, Mexico, Australia & New Zealand 500 International minutes & texts Roaming across Europe included	€45 per month 12 month contract
Unlimited Lite Plan	Unlimited Lite	Unlimited data, maximum speed 10Mbps Unlimited Vodafone to Vodafone calls 100 any network minutes Unlimited any network texts Roaming across Europe included	€40 per month 24 month contract

Tariff Group	Tariff Plan	Tariff Plan Allowances	Monthly Charge inc VAT & contract length
<b>RED Unlimited Plan</b>	RED Unlimited	Unlimited data, fastest speed available Unlimited any network calls & texts Unlimited European calls & texts 100 International minutes & texts Roaming across Europe included	€60 per month  24 month contract
<b>RED Unlimited Plan</b>	RED Unlimited Max	Unlimited data, fastest speed available Unlimited any network calls & texts Unlimited international calls & texts to Europe, USA, Canada, Mexico, Australia & New Zealand 500 International minutes & texts Roaming across Europe included	€80 per month  24 month contract

5. Towards the end of your contract term, Vodafone may contact you regarding recommitting to your Vodafone contract for a further contract term and may contact you in relation to alternative and/or additional Vodafone packages which may be appropriate to your recommitment to your Vodafone contract.

### 3. Access to the Service

1. If you exceed any Tariff Plan allowance, you will incur additional charges.
2. The Service is subject to network coverage, mobile equipment capability and the operating system installed on your mobile equipment.

#### Access to the Vodafone Unlimited Package:

3. Use of, and access to, the Vodafone Unlimited Package is subject to the below obligations when using our services:

You have an obligation to mainly use our Services for private, personal, and legitimate consumer purposes only. If Vodafone is of the opinion that your usage is contrary to these principles; for example if your usage is excessive to the extent that it is negatively impacting the Vodafone Network, or if your usage constitutes commercial or fraudulent use or is in breach of the law; Vodafone reserves the right to suspend, at its absolute discretion, modify or restrict use of the service or to disconnect you from the Vodafone network. Vodafone will make reasonable efforts to contact you before suspending or terminating the Services but Vodafone are not liable for any loss you may suffer through any suspension covered by this condition.

4. Vodafone reserves the right to send you notifications regarding your usage of limited allowances, such as EU data roaming, when you exceed your particular allowance and also to notify you if you are reaching any spend limits.
5. Customers can change to a Vodafone Unlimited plan subject to the following rules:

- In contract customers may only migrate to a plan of equal or greater value to the plan they are currently on
- In contract customers on a 24 month contract plan cannot move to a 12 month contract plan

6. If you migrate to a Vodafone Unlimited plan, these terms and conditions will supersede your previous terms and conditions.

7. SIM Only Introductory Discount: If you change plan during your introductory discount period, the discount will cease and you will not be eligible to avail of the remainder discount. For full introductory discount terms and conditions, see <https://n.vodafone.ie/terms/offers.html>.

### 4. Signing up and Ending the Service

1. The Vodafone Unlimited proposition is made available at the discretion of Vodafone and Vodafone reserves the right to vary, amend, alter or withdraw this proposition and/or its terms for commercial, legal and/or regulatory reasons.
2. 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>.

### 5. Vodafone Unlimited Take Your Home Plan Abroad and RED Roaming on Vodafone Unlimited

1. Vodafone reserves the right to withdraw or amend the Vodafone Unlimited Take Your Home Plan Abroad and RED Roaming service at any time. In this event you accept that Vodafone will continue to provide you with the tariff price plan that you have contracted for without Vodafone Unlimited Take Your Home Plan Abroad and RED Roaming.
2. In order to avail of the RED Roaming service, a customer must roam in a RED Roaming country; for a full list of Zones, see Appendix A at the end of these Terms.
3. The charges as published on <http://www.vodafone.ie/roaming/rates-by-country/bill-pay/> will apply to customers opted into RED Roaming who use their phone when roaming in eligible countries as published on <https://n.vodafone.ie/roaming.html>. Vodafone reserves the right to change the countries and/or networks from time to time for commercial or geopolitical reasons; such changes will happen without notice and it is the customer's responsibility to check prior to travelling.
4. Customers are responsible for the management of their device configurations and should be aware that updates and connections can incur data usage and so are wholly responsible for any associated costs while roaming. Where a customer device is setup for automatic data updates, connections on the customers mobile are considered to be with the consent of the customer and so data roaming charges will apply.
5. To avoid unexpected data usage while roaming due to automatic updates and connections it is recommended that these be disabled whilst travelling and manual connections be made when needed. Please refer to handset manual or application settings for detailed instructions.
6. Any additional data used beyond your tariff plan's daily data allowance will be charged at the relevant rate for the country in which you are roaming as per the pricing published on <http://www.vodafone.ie/roaming/rates-by-country/bill-pay/> and will be charged in Kb increments.
7. Any special domestic promotions or reduced rates for Bank /Public Holidays are not included.

8. Vodafone may change its Service delivery methods or platforms from time to time, or certain services could be introduced, which may require the Customer to change Equipment and/or Equipment settings to continue to avail of the Services. The parties agree that such changes to the Service do not constitute modification in the conditions of the contract for that Service or package, and the Customer confirms that it does not require individual notification regarding any such modification.

9. Vodafone will endeavour to ensure all roaming records are captured at time of billing however, please note that there is a dependency on third parties to provide roaming usage details in a timely manner.

10. If you are roaming in a country that is not included in our RED Roaming Zones (full list of Zones provided in Appendix A at the end of these Terms), you will pay default roaming rates which can be found on <http://www.vodafone.ie/roaming/rates-by-country/bill-pay/>.

#### **Vodafone Unlimited Take Your Home Plan Abroad**

Vodafone Unlimited Take Your Home Plan Abroad refers to roaming in the 'Roaming in Europe' Zone.

11. Vodafone Unlimited Take Your Home Plan Abroad is available to all Mobile Bill-Pay customers who are on a Vodafone Unlimited mobile tariff plan. The Take Your Home Plan Abroad service allows you to use your home voice, texts and data allowances and domestic/international add-ons, when roaming as if you were still at home in the 'Roaming in Europe' Zone, for no additional charge. For a full list of Zones, see Appendix A at the end of these Terms.

12. Please note that Vodafone Unlimited Take Your Home Plan Abroad is designed to be used by customers normally domiciled in the Republic of Ireland (RoI) for casual and normal roaming usage. It is not designed to be used where the customer has prevailing roaming consumption or presence over prevailing domestic consumption or presence.

a. We may take measures to establish whether the customer has prevailing domestic consumption or presence over roaming consumption or presence. We will observe this cumulatively, over a 4 month time period. We will consider prevailing domestic consumption to occur if more than 50% of the mobile services are consumed domestically within the observation window. The same holds for prevailing domestic presence.

b. If we determine that there is prevailing roaming consumption or presence, we will alert you. Following this alert, if your usage pattern does not change to demonstrate prevailing domestic consumption or presence within a two week period from the date of the alert, we may then start to apply surcharges, which may apply from the date of the alert. Any applicable surcharge will be in line with regulated rates for roaming. Please refer to <https://n.vodafone.ie/support/mobile/travelling-abroad.html> for details. Should a surcharge be applied under this clause, we will cease to apply a surcharge once the prevailing presence or consumption criteria are fulfilled.

c. If you wish to submit any complaints in relation to the application of this clause, please follow the process set out in our Code of Practice as detailed in Section 12.2 of the General Terms and Conditions of the Vodafone Mobile Telecommunications Service.

d. Additional obligations when using our services are defined in 3.4.

#### **RED Roaming on Vodafone Unlimited**

RED Roaming on Vodafone Unlimited refers to roaming in the following zones: RED Roaming Europe Countries, RED Roaming US and Canada Countries, RED Roaming Rest of World Countries. For a full list of Zones, see Appendix A at the end of these Terms. Full Terms and

Conditions relating to RED Roaming can be found here <https://n.vodafone.ie/terms/services.html>

13. In RED Roaming countries you will pay €3.99 or €4.99 per day depending on where you travel to and you'll get unlimited calls and texts back to Ireland as well as to numbers within the country you're visiting and a daily data allowance of 500MB. You can also use your tariffs international allowance if applicable. You will only be charged on the days you use RED Roaming abroad and there's no need to opt out when you come home.

14. As a Vodafone Unlimited customer, you will be automatically opted into the RED Roaming offer as part of your package plan and can opt out of the service at any time by freetexting STOP RED to 50020. You can opt back in at any time by freetexting RED to 50020. If you opt out, it may take up to 24 hours for the changes to be applied to your account. Alternatively, you can opt-out through My Vodafone or by contacting Vodafone Customer Care on 1907. PLEASE NOTE, THAT IF YOU CHOOSE TO OPT OUT OF THE SAID TARIFF OFFER, YOU WILL NOT BE ABLE TO USE YOUR ROAMING TARIFF WHEN ROAMING IN THE RED ROAMING EUROPE, RED ROAMING US AND CANADA AND RED ROAMING REST OF WORLD ZONES. YOU WILL BE CHARGED STANDARD REGULATED ROAMING RATES INSTEAD (<http://www.vodafone.ie/roaming/rates-by-country/bill-pay/>). For a full list of Zones, see Appendix A at the end of these Terms.

#### **6. Descriptions of Specific Vodafone Unlimited Price Plans:**

1. These terms and conditions of the specific Vodafone Unlimited price plans are in addition to and form part of the General Terms and Condition of the Vodafone Mobile Telecommunication Service and cover how the inclusive allowances and add-ons will be consumed with your Tariff plan.

2. The customer can choose to add more minutes, texts or data to the above price plans however these add-ons will be at an additional cost. These add-ons are subject to change can be updated from month to month, with no restriction. The customer will be presented with add-ons which allow usage within the Republic of Ireland, when roaming and worldwide usage as per applicable Add On terms. Text add-ons cannot be used to text a landline.

3. Any unused portion of the monthly allocation associated with a price plan or add on (minutes/texts/data) cannot be carried over to the next month.

4. All Vodafone Unlimited bill pay price plans are subject to a minimum term contract of 24 months when taken with a handset and a minimum contract term of 12 months for SIM Only tariff plans. If a customer receives an early upgrade while on a Vodafone Unlimited price plan they will be required to enter a new 24 month contract, the effective date of which will commence on the date of the upgrade.

5. On Vodafone Unlimited price plans out of bundle worldwide minutes will be charged for the first minute and then in 30 second increments.

6. Call and text usage will be applied in the following manner:

1. Vodafone to Vodafone minutes and texts
2. Price plan inclusion minutes and texts
3. Purchased Add-ons
4. Out of bundle rates

7. Domestic and Europe Data usage will be consumed using price plan inclusive data.

8. The Inclusive Allowances as referred-to in the Descriptions of the Vodafone Unlimited Price Plans above shall be interpreted as follows:

#### **Inclusive Minutes**

Inclusive Minutes will apply when on the Vodafone Ireland network for:

- Calls to Vodafone Ireland mobile numbers (On-net)
- Calls to other Irish mobile network or Irish fixed line numbers (Cross-net)
- International mobiles or fixed lines where an international allowance is applicable (International)

Inclusive Roaming Minutes will apply when roaming on a Vodafone Unlimited network for calls:

- Calls to Vodafone Ireland mobile numbers (On-net – Home)
- Calls to other Irish mobile network or Irish fixed line numbers where a calls to other networks allowance is applicable (Cross-net – Home)
- Calls to International mobile network or fixed line numbers including the country in which you are roaming where an international allowance is applicable (International)

Inclusive Minute allowances are consumed on a 'Per Minute' basis and Calls out of bundle are charged on a 'Per Second' basis, unless stated otherwise.

#### **Inclusive Texts**

Inclusive Texts will apply when on the Vodafone Ireland network for:

- Texts to Vodafone Ireland mobile numbers (On-net)
- Texts to other Irish mobile network numbers (Cross-net)
- International mobile numbers where an international allowance is applicable (International)

Inclusive Roaming Texts will apply when roaming on a Vodafone Unlimited network for texts:

- Texts to Vodafone Ireland mobile numbers (On-net – Home)
- Texts to other Irish mobile network numbers (Cross-net – Home)
- Texts to International mobile network numbers including the country in which you are roaming where an international allowance is applicable (International)

Inclusive Text allowances and out of bundle Texts are consumed and charged on a 'Per Message' basis consisting of 160 characters respectively, unless stated otherwise.

#### **Inclusive Data**

Inclusive Data allowance will apply when on the Vodafone Ireland network (On-net) and when roaming in the Europe. Customers have a RED Roaming data allowance as per RED Roaming on Vodafone Unlimited terms. Obligations when using our services are defined in 3.4.

#### **Exclusions:**

Inclusive minutes cannot be used for calls to Premium rate numbers, non-geographic numbers (with the exception of calls to 1850, 1890, 0818 and 076) and other 'special numbers' such as directory enquiries or numbers beginning with 0700. Calls to 1850, 1890, 0818, or 076 non-geographical numbers will cost no more than a call to an Irish landline number and will be included in call bundles (If applicable). Calls to 1800 will remain free.

Inclusive texts cannot be used for MMS (Multimedia Messaging Services) or messages to Landlines, Premium rate numbers, non-geographic numbers and other 'special numbers' such as directory enquiries or numbers beginning with 0700.

#### **APPENDIX A:**

##### **Zones:**

##### **Vodafone Unlimited Take Your Home Plan Abroad:**

Roaming in Europe:

Austria, Azores, Belgium, Bonaire, Bulgaria, Ceuta, Croatia, Curacao, Cyprus, Czech Republic, Denmark, Desirade, Estonia, Finland, Finland (Alands Island Only), France, French Guiana (French Guyana), French West Indies, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Isle Of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Mayotte, Melilla, Netherlands, Norway, Poland, Portugal, La Reunion, Romania, Saba, Saint Barthelemy, Saint Eustatius / Statia, Saint Kitts And Nevis, Saint Martin, Sint Maarten, Slovakia, Slovenia, Spain, Suriname, Sweden, Switzerland, United Kingdom and Vatican State,

##### **RED Roaming on Vodafone Unlimited:**

RED Roaming Europe Countries:

Albania, Kosovo, Monaco, San Marino and Turkey

RED Roaming US and Canada Countries:

Canada and United States

RED Roaming Rest of World Countries:

Anguilla, Antigua and Barbuda, Argentina, Aruba, Australia, Barbados, Bermuda, Brazil, Cayman Islands, Chile, China, Colombia, Congo (Democratic Republic Of), Costa Rica, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, Fiji, Ghana, Grenada, Guatemala, Guyana, Haiti, Honduras, Hong Kong, India, Indonesia, Israel, Jamaica, Japan, Kenya, Lesotho, Macedonia, Mexico, Montserrat, Morocco, Mozambique, Nauru, New Zealand, Nicaragua, Panama, Papua New Guinea, Paraguay, Peru, Puerto Rico, Qatar, Russia, Saint Lucia, Saint Vincent and The Grenadines, Samoa, Serbia, Singapore, South Africa, Tanzania, Thailand, Tonga, Trinidad and Tobago, Turks and Caicos Islands, United Arab Emirates, Uruguay, Vanuatu, Virgin Islands (British) and Virgin Islands (Us),

#### **ENDS**