

Split Sim

Reviewed: 1 March 2021

SPLITsim Terms and Conditions

1. These terms and conditions apply to use of Vodafone's SPLITsim product ('SPLITsim'). These terms and conditions are in addition to the existing terms and conditions under which You enjoy access to Vodafone's mobile telecommunications services ('Your Vodafone Contract'). In these terms and conditions "You" means the Vodafone business customer identified below.

2. SPLITsim is only available to Vodafone customers who have a valid existing post-pay business contract with Vodafone. SPLITsim is not available to Vodafone personal customers. SPLITsim enables Vodafone to provision individual SIM cards with a post-paid account ('the Post-Paid Account') and a pre-paid account ('the Pre-Paid Account') (both an "Account"). You cannot have two post-paid accounts or two pre-paid accounts on a SPLITsim SIM card. The Pre-Paid Account cannot be changed to a post-paid account. The MSISDN (mobile number) for the Pre-Paid Account cannot be changed.

3. All users of the Accounts must be Your employees ('Users').

4. The Post-Paid Account is subject to the terms and conditions of Your Contract

5. The Pre-Paid Account is subject to these terms and conditions and the General Terms and Conditions of Vodafone Pre-paid Mobile Telecommunications Service ('the Pre-Paid Terms'). You must make Your Users aware that use of the Pre-Paid Accounts is subject to these terms and conditions and the Pre-Paid Terms. **You expressly agree to fully indemnify Vodafone against all costs, claims, damages and expenses that arise as a result of Your failure to comply with this clause 5.**

6. Any call credit, inclusive minutes, data or SMS messages or any promotion that may be offered by Vodafone to a particular Account from time to time cannot be transferred to another Account.

7. You are responsible for the Post-Paid Account at all times. Your User(s) will be responsible for the Pre-Paid Account(s) at all times.

8. You are expressly advised that:

1. changes of ownership and account management for the Post-Paid Account will only be permitted if notified to Vodafone in writing by Your designated account key contact;

2. Vodafone will treat Your User as the 'owner' of the Pre-Paid Account. Each User will have full authority to deal with their Pre-Paid Account as the User sees fit (e.g. the User will be able to 'port' the MSISDN to another service provider or sever the Pre-Paid Account from the Post-Paid Account without Your consent);

3. Vodafone will not entertain any correspondence in relation to 'ownership' of Accounts or MSISDNs. In the event of such a dispute, Vodafone will treat Accounts and MSISDNs in accordance with these terms and conditions;

4. **You remain fully liable at all times for all costs and charges incurred on the Post-Paid Account;**

5. **Users remain fully liable for all call credit consumed through use of the Pre-Paid Account;**

6. **It is the responsibility of You and each User to ensure that SPLITsim is used properly and that the appropriate Account is active at any given time.** It is also the responsibility of You and each User to ensure that any call diverts that are set up

are correct at all times. Vodafone will not entertain any correspondence in relation to any claims by You or Your Users that costs were incurred on the incorrect Account. No refunds or credits will issue in this respect;

7. **You and Your Users expressly agree and acknowledge that Vodafone shall not be liable in contract tort (including negligence, breach of duty and breach of statutory duty) or otherwise for any loss, whether direct or indirect (including but not limited to loss of profits, business, anticipated savings or data or for wasted expenditure) or for any other consequential loss or for claims from third parties relating to such indirect, consequential or secondary losses, arising from use of SPLITsim.**

8. Vodafone shall not be liable for calls that are not received as a result of using SPLITsim (e.g. calls missed as a result of having the incorrect Account 'activated'). It will be possible to divert calls to the 'active' Account from the deactivated Account. Vodafone's standard call divert charges will apply to the Account that the calls are diverted from. Call divert only applies to voice traffic, SMS messages cannot be diverted.

9. **Use of SPLITsim may result in limitations or restrictions to Vodafone services or handset functionality. You are expressly advised that:**

1. SPLITsim is not fully compatible with all mobile phone handsets. Certain handsets may experience deteriorated operational quality or reduced functionality when used with SPLITsim;

2. 'Dialset' features (fixed dialling lists) will not be available with SPLITsim;

3. Access to certain Vodafone account management services (e.g. SIM changes via MyVodafone) will be restricted. Your Users will not be able to avail of these services;

4. SPLITsim SIM cards can only be replaced during normal Vodafone business hours and only through Your account manager;

5. SPLITsim will not be available on Vodafone's third generation ('3G') network;

6. You are strongly advised to clarify the applicability of the above limitations with your account manager prior to availing of SPLITsim.

10. In the event of a change of ownership, the relevant Accounts will be severed from each other. If the User chooses to remain as a Vodafone customer they will be offered a new SIM card with the Pre-Paid Account profile. Users must take appropriate steps to ensure that any content on the handset or SPLITsim SIM card that they wish to retain (e.g. SMS messages, phonebook, etc) is preserved, copied or transferred prior to the change of ownership being effected.