

Reviewed: 1 March 2021

One Net Terms & Conditions - orders before 22 Nov

1. About these Terms and the Agreement

1.1 The following terms and conditions are for Vodafone's One Net Express service and are in addition to and form part of the general terms and conditions under which you enjoy access to Vodafone's mobile telecommunications services. For further details on these general terms and conditions as they apply to you please contact your account manager (or where applicable, your local Vodafone store or Vodafone Customer Care) or visit www.vodafone.ie/terms.

1.2 This Agreement will govern our relationship with you regarding our provision of the Services to you. The Order Form, Commercial Terms and Pricing Schedule, these One Net Express Terms and Conditions and General Terms and Conditions of the Vodafone Mobile Telecommunications Service together form our contract with you.

1.3 In these Terms capitalised words are given specific meanings which are set out in clause 20

1.4 If there is any inconsistency between these One Net Express Terms and Conditions, the Order Form and the General Terms and Conditions of the Vodafone Mobile Telecommunications Service, the following decreasing order of precedence shall apply:

1.4.1 Order Form, Commercial Terms and Pricing Schedule

1.4.2 One Net Express Terms and Conditions, and

1.4.3 General Terms and Conditions of the Vodafone Mobile Telecommunications Service.

1.5 By connecting and using the Services you confirm that you have read and agree to these One Net Express Terms and Conditions, Vodafone's General Terms and Conditions, the Order Form, the Commercial Terms and Pricing Schedule; you have instructed us to install the Services; and you agree to receive the selected Services in the quantities and at the prices set out in the Order Form.

2. Length of the Agreement

2.1 This Agreement begins on the date that we accept your order for the Services either by notifying you of our acceptance or by commencing implementation of your order. The Minimum Period for the Services will start on the Commencement Date set out in the Order Form and the Services will continue for the Minimum Period unless terminated under clause 13.

2.2 Unless we or you end this Agreement in line with clause 13, we will continue to supply you with, and charge you for, the Services.

2.3 You must pay all Charges until you or we end this Agreement in line with clause 13.

3. Services and coverage

3.1 We aim to provide you with the Services at all times from the start of this Agreement or such other date we will agree with you. However, due to the nature of mobile technology, it's impossible to guarantee that we will be able to provide a fault-free service and we do not warrant that the Services will be secure, uninterrupted or without error.

3.2 An order for Equipment and/or Services will only be binding when we have accepted it by giving you written confirmation or if we don't provide you with written confirmation when we commence implementation of the order.

3.3 For mobile services only we will use reasonable efforts to give you access to networks in other countries. We call this roaming. Overseas networks may be limited in quality and coverage. Any access to overseas networks depends on the arrangements between us and the foreign operators. Not all Services may be available while abroad. We will notify you of any terms of access that you need to comply with to use the overseas networks. Under EU Roaming regulations you can use your tariff's monthly allocation while roaming in the EU in the same way you use the allocation domestically. For any other destination the monthly

allocation of minutes cannot be used while roaming

3.4 We will aim to give you accurate dates for the performance of Services but unless we agree with you otherwise, any dates given are estimates only and time is not of the essence in relation to such dates. If you or a third party cause us to be unable to provide the Services, the dates for provision of (but not payment for) the Services shall be delayed by a reasonable period of time

3.5 Unless we agree with you otherwise where we have expressly agreed to advise you, you are responsible for deciding the suitability, adequacy and accuracy of any Equipment and Services for any particular purpose.

3.6 If we supply you with Equipment as part of the Services we warrant that the Equipment (excluding any software) will be materially free from defects for 12 months following the date of the order, however, this warranty does not apply to damage to Equipment which is not due to a defect in the Equipment, including for example where you use the Equipment incorrectly. If we provide Services to you we warrant that those Services will be performed with reasonable skill and care by appropriately experienced, qualified and trained personnel.

3.7 Some countries prohibit the use of encryption and if you use devices containing encryption technology outside the Republic of Ireland, you accept any responsibility and risk of such use. 3.8 We may change the Equipment and Services we offer at any time.

4. Charges and payment

4.1 All Charges for Services are stated exclusive of VAT unless specified otherwise.

4.2 All Charges not specified in the Commercial Terms shall be at Standard List Price.

4.3 Access Fees, where charged, shall be invoiced by us monthly in advance and all other Charges shall be invoiced monthly in arrears.

4.4 Rounding and minimum charges shall apply in accordance with our Billing Manual

4.5 If you owe us any money, and are not disputing the payment, and you do not pay it when due, we may charge you interest and withdraw any discount in relation to the Services and may suspend the Services under clause 11.1.2. We charge interest daily at the rate of 2% above the base rate of Allied Irish Bank plc each year from the date the amount becomes due to the date of payment by you in full. We may also charge you reasonable administration costs as a result of you paying your bill late or failing to pay it.

The following addition to this clause will apply to: any new bill pay customer, any customer upgrading or any pay as you go customer moving to bill pay; from 1 December 2012 onwards: Vodafone may also charge you reasonable administration and collection costs as a result of you paying your bill late or not paying it at all including but not limited to a charge for each occasion a direct debit payment fails provided the failure is not caused by Vodafone.

4.6 You will raise any billing queries within one month of the date of the relevant invoice and shall not withhold payment of any Service Charges set out in the queried invoice or any other invoice, by reason of your billing query. Disputed invoices shall be dealt with under clause 19.12.

4.7 You are not entitled to offset any sums that we owe to you under this Agreement or any other agreement or dispute between the Parties against any sums that you owe to us under this Agreement.

4.8 We may credit assess you from time to time as reasonably required to assess our risk. Each credit assessment shall entitle us to have a credit limit on your Vodafone account (details of which are available on request).

4.9 End User tariff changes (including the addition and removal of additional services) are not allowed within 30 days of a previous change.

5. Using the Services

5.1 You must use the Services and ensure your End Users use the Services in accordance with this Agreement, all applicable law (including regulatory codes of practice) and our instructions on using the Services. You are responsible for anyone who uses your Equipment.

5.2 You must tell us immediately if the information you have provided to us (for example, information about the status of your business, your name, address, bank account or payment details) is inaccurate or changes.

5.3 You must not use your Equipment or the Services (or allow them to be used) for any purpose which could reasonably be regarded as abusive, improper, immoral, offensive, illegal, fraudulent, or which is a nuisance, hoax, menacing, indecent, racist, obscene or defamatory. We may report such incidents to the police or any other relevant official organisation.

5.4 The Equipment and the Services which we provide you will be configured for our standard security settings. Any change to or interference with these settings by you and/or any authorised or unauthorised third party leading to misuse, fraud or any other unlawful activity shall be your responsibility and we shall not be liable for any consequences arising out of same.

5.5 You must not sell to anyone else all or any part of the Services without our written agreement.

5.6 You must not do anything which causes the Network to be impaired or damaged.

5.7 You must not modify Equipment or Services (including any software and/or integral safety features) we have supplied to you except in accordance with the manufacturer's published specification, applicable law or with our prior written permission.

5.8 We will choose numbers for you to use with your Equipment on the Network. The number does not belong to you and will remain property of Vodafone until we transfer your number to another service provider. If you decide to move to another network operator, and wish to retain your mobile and fixed line telephone numbers allocated to you by us, we shall transfer those telephone numbers to the new network operators in accordance with ComReg regulations (including any relevant timescales).

5.9 Any SIM Card we provide remains our property. The software in the SIM Card does not belong to you and we are licensing it to you only for use with the Services and only for as long as we have agreed to provide the Services to you. We may change your SIM Card or tell you to return it at the end of this Agreement. Subject to clause 6.1, if you need a replacement SIM Card, we will charge you the price set out in our most current price plan that applies. You will use all reasonable efforts to ensure that SIM Cards are only used with your authorisation and you must inform End Users of this policy. You are responsible for all costs resulting from ANNEX 1 – One Net Express Terms and Conditions

5.9.1 One Net Express – We agree to supply One Net Express to you and you agree to receive One Net Express subject to the terms and conditions set out in this Order Form and the One Net Express Terms and Conditions set out in Annex 1 and as amended from time to time.

5.9.2 Minimum Period – The Minimum Period shall start on the Commencement Date which is the date when we start to supply the One Net Express Service to you

5.9.3 Ending your Agreement – If you end your agreement before the end of the Minimum Period for any connection we require you to pay all the line-rental charges and any access fees for the remainder of the Minimum Period unless you are terminating under clauses of the terms and conditions.

5.9.4 Payment Terms – 30 days from the date of the invoice by direct debit.

5.9.5 Charges – the charges for the price plans that you have chosen are set out in this Order Form.

5.9.6 End Users – We shall configure your users as set out within this order form or as subsequently agreed between us.

5.9.7 Mobile Devices – We shall provide the One Net Express mobile devices set out in this document. If the specific device that

you have selected is not available for whatever reason we reserve the right to provide an equivalent device from the One Net Express mobile range.

5.9.8 Implementation – On receipt of your signed Order Form we shall contact you to schedule the site(s) survey and installation of the One Net Express Service 5.9.9 Each End User will get free local and national calls and free Vodafone to Vodafone calls (excluding international calls) but these are subject to our fair usage policy of 2000 minutes per subscriber.

5.9.10 End User Tariff Changes – End User tariff changes including the adding or removal of additional services are not allowed within 30 days of a previous change.

5.9.11 3G Desk Phone -Where we have issued a SIM card for use with a 3G desk phone you are not permitted to use this SIM card in any other device without our written consent.

5.9.12 Service Specific Terms – Service Specific Terms will apply when you order a service other than One Net Express (for example Blackberry BES).

5.9.13 Transfer of existing numbers – You can only port fixed line numbers from other networks to our network from within your MNA (minimum numbering area) e.g. if you are within the O1 area you can only port numbers over to the Vodafone network within the O1 area. Equally if you require new fixed line numbers, these numbers must be within the same MNA as the original business address notified to Vodafone.

5.10 If we provide you or your End Users with security codes as part of the Services you agree to keep the security codes confidential and ensure your End Users do the same. You must tell us immediately if you suspect that security codes have been disclosed to a third party so that we can issue new security codes.

5.11 If you have purchased mobile internet services you may access the internet but we accept no responsibility for any content or services you may access which is at your cost and risk. You will be responsible for all costs from such access except where the Services allow such access to be disabled and you have asked disable access, where you will be responsible for the costs until we receive your written request. Unwanted programs or material may be downloaded from the internet without your knowledge. This may then give unauthorised people access to your Equipment.

5.12 You must only use equipment which is legally approved for connection to our network. If you are not sure whether the equipment is approved, you should contact us.

5.13 You shall provide a customer representative who will by your point of contact with us or where applicable our sub-contractors. You will notify us of the name and contact details of the customer representative and any replacement from time to time.

5.14 You shall take prudent and appropriate measures to back up data and otherwise protect against loss of data.

5.15 Where we have issued you with a SIM card for use with a 3G desk phone you are not permitted to use this SIM card in any other device without our written consent. Breach of this requirement shall constitute a material breach of this Agreement.

5.16 You are not permitted to use the handset from a 3G desk phone outside of the premises that such 3G desk phone is registered to. Breach of this requirement shall constitute a material breach of this Agreement.

5.17 If you order a service other than the Services provided pursuant to this Agreement, the supply of such services may be subject to additional terms and conditions.

5.18 As part of the provision of the Services, we shall agree with the configuration of your users with you.

6. Equipment

6.1 If Equipment or SIM cards are lost or damaged before we have delivered them to your address, we will repair or replace these at our cost provided you tell us of any damage within 5 business days of receipt and notify us of loss if you have not received your order within 10 business days of our confirmation of the order. Once we have delivered Equipment or SIM cards to you at your premises you shall take the risk of loss or damage to the Equipment and/or SIM

cards which we have delivered. If we have not delivered the right Equipment and/or SIM Cards you must tell us within 5 business days of receipt and we will remedy the error at our cost.

6.2 If your SIM Card or Equipment is lost or stolen after we have delivered it to you, you must tell us as soon as possible so that we can prevent further use on it. You must pay for all Charges due until you tell us. You must also continue to pay the line-rental Charges until this Agreement has ended as described in clause 13.

6.3 Where you have bought Equipment from us you will own the title to the Equipment (other than any SIM Card or embedded software) when we have received full payment from you of the amount in the invoice (or if the invoice is incorrect, full payment from you of the correct amount in relation to the Equipment). Until that time you must identify the Equipment as belonging to us.

6.4 If we supply you with Equipment which become faulty (other than through your misuse) within the manufacturer's warranty period, you may return the Equipment to us at our cost and we will repair or replace (at our option) the Equipment within 28 days. If we have replaced the Equipment with a better alternative we may at a later stage replace this with standard replacement Equipment meeting the agreed specification.

6.5 If you have caused the Equipment to become faulty or if the Equipment becomes faulty outside the manufacturer's warranty period we may provide a quote for the costs of the non-warranty repair Service.

6.6 If we provide you with Equipment or software made by our suppliers, where we receive warranties or guarantees in relation to that Equipment or software we will endeavour to pass the benefit of these to you to the extent we are permitted to do so by the suppliers, provided that our obligation to liaise with suppliers in respect of any warranty ends when this Agreement ends. We have no obligation in relation to equipment which we do not directly supply to you.

6.7 You must only use Equipment which we supply or which we have approved as compatible with the Network.

6.8 We will deliver the Equipment and SIM Cards to your premises or such alternative delivery address that you may ask us to deliver to.

7. Software

7.1 The Services and Equipment we provide to you may contain software which belongs to us or our suppliers and may be subject to separate terms and conditions (which we refer to as a software licence) provided with the relevant Equipment or Service. You agree that your use of the Equipment and Services is conditional on your acceptance of applicable software licences prior to such use. In all other cases where we provide software to you, we grant you and/or your End Users (as applicable) a personal, non-transferable, non-exclusive, royalty-free licence (with no right to sub-licence) to use the software for the term and for the purposes of this Agreement. You may also make a single copy of the software for backup purposes.

7.2 We and our suppliers may electronically audit each system configuration containing software licensed to you to verify your compliance with applicable licence terms on at least two (2) Business Days prior notice.

7.3 You shall not modify, adapt, copy, translate, decrypt or reverse-engineer the software except that if you have a right to decompile the software for interoperability with other software, you will notify us and we will at our option provide a software interface to enable such interoperability or such information subject to reasonable conditions including but not limited to a reasonable fee.

7.4 If we provide you with user documentation you may print copies for those End Users who have a licence for the relevant software.

7.5 If we provide software which is licensed by a third party, they may require you to upgrade the software from time to time. The charges and risks associated with such upgrades are your responsibility unless we expressly agree with you otherwise. If you choose not to take any upgrade, support in relation to the software

shall be at our absolute discretion or the absolute discretion of the software licensor as applicable. Software upgrades may affect existing Services (including smart devices) and it is your responsibility to check with us regarding implications of upgrades before you implement them.

7.6 If the Services require you to operate server software, it is your responsibility for maintaining appropriately configured server software on your systems throughout the term of the Agreement.

7.7 The Services are configured so that only Internet Explorer, version 7 and above, and Mozilla Firefox, version 4 and above, are supported for use of the web portal. We will notify you of any update or change to this configuration requirement.

7.8 We have no responsibility for any software which we have not supplied to you or which we have not expressly authorised for use with our software. If we provide Services which integrate with your computer systems we are not responsible for any part of those systems (including any software which we provide which is stored within those systems).

7.9 We may provide technical support and assistance relating to integration, implementation, migration and management through our professional services portfolio and/or our managed services portfolio.

7.10 Some mobile services we provide which use the internet rather than software applications may not be suitable for some internet service provider email accounts and you should check for any limitations, compatibility issues and additional charges with your internet service provider.

8. Provision of Site Access and Information

8.1 If we agree to provide Services to you on your premises:

8.1.1 you grant us, our subcontractors and agents access to the premises and agree to provide us with such facilities and information as we reasonably require to perform the Services (including access outside normal working hours) and comply with our environmental responsibilities including the disposal of packaging;

8.1.2 you will ensure the premises provides a safe working environment for our personnel and a suitable environment for the housing of any Equipment which are used as part of or in conjunction with the Services;

8.2 If our provision of Services involves access to your systems, you warrant and undertake that you have full power to permit us to perform those Services and agree to indemnify us against any and all liability and costs which we suffer if you breach such warranty.

8.3 Where we have carried out a Site Survey we will provide you with a written report detailing the results of the Site Survey and any remediation work that is required to be undertaken prior to the installation of the One Net Express solution. Failure to carry out any such work may delay the Commencement Date and/or mean that we are unable to provide the Services to you.

8.4 If the Site Survey reveals that remediation work is required you shall be entitled to cancel this Agreement in respect of Services for that premises (but not for any other premises to which we provide Services) by giving us written notice within 14 days from the date we inform you of the Site Survey results. Where you decide to cancel this Agreement and the cost of the remediation work is estimated as less than €500 (ex. VAT) we shall be entitled to charge you €500 plus vat for carrying out the Site Survey of that site.

8.5 We shall carry out a Suitability Test to assess the quality of the GSM signal strength. If the Suitability Test results indicate that the quality of the access is insufficient for the Services to be provided to a reasonable standard we will notify you of this, in which event this Agreement shall automatically terminate in respect of that premises (but not for any other premises to which we provide Services).

8.6 Following completion of the Site Survey and Suitability Test, we shall give you an estimate of the maximum number of concurrent connections supported by the Service which will be determined by a number of factors including mobile coverage. If this estimate is less than 80% of our initial estimate of the same provided to you

[at the time of purchase] then you shall be entitled to cancel this Agreement in respect of Services for that premises (but not for any other premises to which we provide Services) by giving us written notice within 14 days from the date we inform you of the Site Survey results.

8.7 We may in our absolute discretion reject any notice to cancel under clauses 8.4 or 8.6 which is served after the 14 day notice period or allow you to cancel subject to a cancellation fee of €500 or 10% of the mobile and fixed line rental Charges for the Minimum Period, whichever is higher.

8.8 You shall provide us with any information reasonably requested by us to enable us to provide the Services to you.

8.9 If there is any undue delay in you providing us with information requested pursuant to clause 8.8 above, we shall be entitled to extend any target dates to accommodate the effects of the delay.

9. Changing Charges and terms

9.1 We may change our Charges or introduce new Charges at any time. If we increase our Charges, we will give you at least 30 days' notice and you may have a right to end this Agreement under clause 13.

9.2 We can make changes to or withdraw Services at any time and we can make changes to or introduce new terms to this Agreement at any time. We will give you at least 30 days' notice of these changes if we do and you may have a right to end this Agreement under clause 13.

9.3 We may need to change your phone number or other number. We will let you know if this is the case.

9.4 You can apply to port the mobile number(s) relating to SIM Cards to another network or migrate the mobile phone number(s) to another service provider on the same network but we may charge you a reasonable administration fee per number in addition to any Charges for termination that may be applicable under Clause 13.

9.5 We are not obliged to agree to any upgrades to the Equipment we supply to you during or after your Minimum Period but if we do so we may extend the Minimum Period or impose a new Minimum Period from the date of the upgrade, at our choice.

9.6 We do not allow an End User to change from one tariff to another tariff with a lower monthly fixed charge during the Minimum Period.

9.7 New Users will be subject to a Term per New User unless we agree otherwise with you in writing. If the Agreement is terminated before the end of a New User's Term per New User you will be obliged to pay the outstanding monthly charges relating to that New User and the company monthly access fee until the end of that New User's Term per New User.

9.8 If the law changes or VAT or any other tax is increased, we can change the terms of this Agreement to comply with law without your consent although we will try to tell you about the change before it occurs otherwise within a reasonable time after it has been made.

10. Call limit, deposit and part payments

10.1 We may set a limit on the amount of Charges you may run up during each calendar month and/or a maximum number of active Connections and/or a bar on SIM Card(s) being used on overseas networks or for making international calls or premium rate calls, which we refer to as a call limit. We may agree to increase or remove the call limit after making credit checks. You may be able to go over your call limit, but if this happens, you must pay all Charges. We may not provide Equipment and/or Services to you if to do so would result in you exceeding your credit limit or if the credit limit is already exceeded.

10.2 We may ask you for a deposit:

10.2.1 when we connect your SIM Card;

10.2.2 to increase or remove your call limit;

10.2.3 if you increase how much you use the Services; or

10.2.4 to unblock your SIM Card from contacting international

numbers, using overseas networks or making premium-rate calls.

10.3 You can ask for a refund of your deposit at any time, but we may reduce your call limit if you do. We can use the deposit to pay off any Charges you owe us. When this Agreement comes to an end, we will repay any deposit you have given us less any money you owe us. We will not pay any interest on any deposit we take from you.

10.4 If there is a significant increase in your usage between bills, we may contact you. We may need a part payment so you can continue to use the Services. 10.5 Where your usage exceeds limits imposed on us by our third party suppliers e.g. BT, we shall be entitled to charge you the additional costs we incur as a result of such usage

11. Suspending the Services

11.1 We can suspend or restrict use of any of the Services (other than emergency services) by you and/or any End User(s) if:

11.1.1 we believe your equipment (including Equipment we supply to you) or the Services are being used in a way we do not allow under this Agreement;

11.1.2 you or your End User(s) have not kept to this Agreement (for example, you fail to pay any Charges when due);

11.1.3 we have asked you for a deposit or part payment which you have not paid;

11.1.4 you go over your call limit;

11.1.5 we believe that you have entered into this Agreement fraudulently;

11.1.6 we believe you and/or your End User(s) have or are likely to use any number, Equipment or Services in an unauthorised, illegal, or fraudulent way;

11.1.7 you tell us that your Equipment has been lost or stolen;

11.1.8 you become bankrupt or make any arrangement with creditors or go into liquidation or an administration order is made or a receiver is appointed over any of your assets;

11.1.9 you and/or your End Users do anything (or allow anything to be done) which we think may damage or affect the operation of the Network;

11.1.10 the emergency services tell us to, or a law or regulation is passed which means we need to do so; or

11.1.11 Where we identify what we reasonably determine to be Artificially Inflated Traffic.

11.2 We can suspend or restrict the Services to carry out necessary planned maintenance services or during any technical failure of the Network or Services where it is necessary to safeguard the security and integrity of the same or where we are obliged by law to do so to comply with Emergency Planning Measures provided that in each case we will aim to keep all service suspensions to a minimum. If a service suspension for planned maintenance is likely to exceed 10 minutes we will endeavour to give you 24 hours prior written notice.

11.3 When we suspend or restrict your use, this Agreement will continue and you still have to pay all Charges due during any period when we suspend or restrict the Services.

11.4 If we have suspended the Services for your non-payment and we have subsequently agreed (in our discretion) to reactivate the Services following your request, we may charge you a reasonable administration charge in addition to all arrears. 11.5 If we have suspended Services to an End User for their failure to use the Services in accordance with this Agreement where we have decided not to suspend the Services provided to you or other End Users we may reinstate the Services to that End User following remedy of the End User's default subject to the payment of a reasonable administration charge.

12. GSM Gateways

12.1 You will not connect or continue the connection of any GSM Gateways to the Network or otherwise provide telecommunications services to a third party or allow any End User to do same without our prior written consent which, we can withhold in our absolute discretion according to our current GSM Gateway Commercial Policy as communicated from time to time.

13. Ending this Agreement

13.1 Subject to clauses 13.5, 13.6 and 13.7 below, either of us may end this Agreement by giving the other 30 days' notice in writing. Your notice must include your mobile and fixed line numbers and the signature of the account holder. You must pay the Charges during the notice period.

13.2 You may end this Agreement in its entirety or part only insofar as it relates to the Services delivered in respect of a particular number by writing to us if:

13.2.1 we materially breach this Agreement and cannot correct the situation within 14 days of you telling us about the breach;

13.2.2 We increase your Charges in Ireland which have the effect of increasing your total call and usage Charges (based on your usage in the previous month) by more than 10% and you write to us before the increase applies; or

13.2.3 You exercise your right to cancel Services in relation to a site subject to and in accordance with clauses 8.4, 8.5 or 8.6 where we do not provide Services to any other site.

13.3 We may end this Agreement at any time by writing to you if:

13.3.1 you become bankrupt, insolvent or go into liquidation or if you enter into a voluntary arrangement or have a receiver or an administrator appointed over any or all of your assets (in which event we do not have to give notice to you);

13.3.2 you do anything (or allow anything to be done) which we think may damage or affect the operation of the Network;

13.3.3 you materially breach this Agreement and do not correct the situation within 14 days of us telling you about the breach (examples of material breach include your failure to pay the Charges when they are due, your breach of any software licence and where we have repeatedly suspended provision of the Services to you or your End Users for cause); or

13.3.4 We are permanently unable to provide the Services to you.

13.4 When this Agreement comes to an end:

13.4.1 we will disconnect your Equipment from the Network;

13.4.2 you will have to pay immediately all Charges you owe on the date we disconnect your Equipment from the Network;

13.4.3 you and your End Users must stop using (and remove from your systems and return to us) any software which we have licensed to you (except software which is embedded within any Equipment we have supplied which belongs to you);

13.4.4 you must stop using Services we have provided to you;

13.5 If this Agreement ends before the end of the Minimum Period and where you have terminated under clause 13.1, you will have to pay us immediately (as one lump sum) the mobile and fixed line-rental Charges left for the rest of the Minimum Period.

13.6 If this Agreement ends for any reason other than our breach, we may immediately enter your premises without prior notice to recover Equipment which belong to us and you will not re-sell or transfer possession of them to any third party until you have paid us in full all amounts due to us under the Agreement.

13.7 If you end this Agreement before the end of the Minimum Period (other than under clause 13.2), you must still pay all the line-rental Charges and monthly access fees left for the rest of the Minimum Period.

13.8 If you end this Agreement before the end of the Minimum Period under clause 13.2 or we end the Agreement under clause 13.1, you will only have to pay the Charges you already owe.

13.9 You may terminate an End User's use of the Services (without terminating this Agreement) by giving us 30 days notice in writing. Where this occurs prior to the end of the Minimum Period or such End User's Term per New User, you will have to pay all the line-rental charges left for the rest of the Minimum Period or such End User's Term per New User.

14. Liability and exclusions

14.1 We will be legally responsible to you if our negligence causes death or personal injury or if we commit fraud. The remaining paragraphs of this clause 14 are subject to this paragraph 14.1.

14.2 If we break this Agreement or are negligent we will not be responsible for the losses you suffer as a result, except those losses

that are a foreseeable consequence of the breach and except those under clause 14.1.

14.3 Our maximum liability for all claims relating to the Services or Equipment provided under this Agreement whether for breach of contract or in tort, including negligence will be limited to 100% of the Charges paid or payable in the twelve months prior to the date of the Claim.

14.4 We shall provide the Services with reasonable skill and care but we exclude all liability for breach of warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

14.5 We will not be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the terms of this Agreement; nor any direct or indirect loss of business, revenue, profits, goodwill, use, data, compensation, ex gratia payment or other economic advantage however they arise, whether in breach of contract (including repudiatory breach) breach of warranty or in tort, including negligence, and even if we have previously been advised of the possibility of such damages or whether such liability could be assumed to be our responsibility.

14.6 We will not be legally responsible to you if we cannot provide the Services because of something outside of our reasonable control or where we are reliant on third party suppliers.

14.7 If you use the Services to make an emergency call, the caller location information that is provided to the emergency services may not be the location from which the call is made, which may delay the emergency services' response to the call. It is not possible to make fixed line calls using the Services if there is a power failure or a failure of your broadband connection although this will not prevent calls made from mobile devices. It is your responsibility to make your End Users aware of the contents of this clause 14.7.

15. Our intellectual property

15.1 All intellectual property rights to the Services and Equipment (including any created by providing the Services) that belong to us and our licensors at all times during the Agreement and you agree not to do anything which might jeopardise or diminish the value of those rights.

15.2 You are not permitted to use our trademarks as part of a business or trading name and you must not remove or modify and trademark or proprietary notice from Equipment, software or documents or other material which we supply to you.

15.3 You will promptly tell us if you become aware of any actual or threatened infringement of or challenge to our intellectual property rights and will assist us with enforcing or defending our rights (at our expense) if we reasonably request your help.

16. Personal information

16.1 If you provide us with personal data (for example relating to End Users), you must ensure that it is accurate, up to date and that you have obtained consent from the individuals (for example your End Users) to provide the data to us (and where appropriate our suppliers and subcontractors) and to allow us to use the data to perform our obligations under this Agreement, provide the Equipment and Services and (if you or they have not objected) for direct marketing of our other products and services to you and to those individuals. Where you or we are a data processor under the Data Protection Act 1988 (the "Act") in relation to the personal data, the data processor shall:

16.1.1 comply with Section 2 of the Act as amended and Regulation 4 of the EC (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011;

16.1.2 only process the personal data in accordance with the written instructions of the party which is the data controller (as defined by the Act);

16.1.3 not transfer the personal data outside the European Economic Area; and

16.1.4 not appoint a third party to process the personal data.

16.2 We and our group companies may use your information (including where applicable personal information you provide to us) to keep to our legal requirements and to:

- 16.2.1 manage your account, carry out customer-care activities and train our staff;
- 16.2.2 monitor the quality and security of the Network and test and maintain our IT systems;
- 16.2.3 protect us, and our brand, from activities that might cause loss or damage;
- 16.2.4 analyse and improve Equipment and Services; and
- 16.2.5 contact you and/or End Users with marketing messages only if you and they have indicated that you wish to receive these messages. These messages may include marketing from other organisations, but we will not pass responsibility of your information to these other organisations.

16.3 We may monitor or record calls, emails or text messages made to, or by us, for our business purposes such as to:

- 16.3.1 improve customer service;
- 16.3.2 carry out quality-control exercise;
- 16.3.3 train our staff;
- 16.3.4 prevent unauthorised use of our telecommunications system; and
- 16.3.5 make sure we have effective systems in place to prevent or detect crime.

16.4 Before granting credit, we may search the files of one or more credit reference agencies which will keep a record of that search. We may also disclose details about your conduct of the account to that credit reference agency (or agencies). Any information held will only be used to help to make credit decisions affecting you, or occasionally for fraud prevention or tracing debtors.

16.5 We may disclose to our dealers any information you provide to us, including any billing information to enable the dealer to proactively manage your account. We may also disclose information relating to you and your End Users to:

- 16.5.1 financial agencies (for debt collection, credit references or fraud monitoring);
- 16.5.2 our suppliers (where their products or services support or form part of the Equipment or Services we supply to you);
- 16.5.3 legal or regulatory authorities, government or security agencies;
- 16.5.4 our group companies;
- 16.5.5 any third parties (where we reasonably believe disclosure is necessary to enable us to fulfil our obligations under this Agreement; and
- 16.5.6 any third party management agency we notify to you.

16.6 We do not include your details in any directory or directory enquiry service. If you want to have your information included in these Services, you should contact us.

17. Confidentiality

17.1 Our relationship may require us to provide you with confidential information which belongs to us and may require you to provide your confidential information to us.

17.2 You and we agree to keep confidential and not disclose any confidential information received from the other and only to use that confidential information to the extent necessary to perform its obligations under the Agreement or as may be required by law. You shall procure that your employees and End Users keep confidential our confidential information and only use the same for the purposes of this Agreement. The requirements of this clause do not apply to information which:

- 17.2.1 is or becomes public knowledge through no fault of the recipient of the information;
- 17.2.2 was already known to the recipient prior to its disclosure by the disclosing party; or
- 17.2.3 is authorised for disclosure by the disclosing party; is required to be disclosed by a court, regulator or the rules of any recognised investment exchange.

18. Credit-reference and fraud-prevention agencies

18.1 You can ask us for information about how we use your details for credit checking and fraud prevention when you take out this Agreement. We will also release, to credit-reference agencies and fraud-prevention agencies, details of your Agreement with us including any change of address, payments you make, account balances, missed payments, disputes and queries. We, and other organizations, may use this information to help make decisions about other credit applications made by you or other members of your household you are linked to financially and to protect both our business and our customers from fraudulent activity. We may also use any information we hold to trace debts and assess claims. If you do not pay us in full and on time, we may tell credit-reference agencies who will record the debt.

18.2 For more details on how we use your information, please see our [privacy policy](#) on our website. If you want to contact us about anything to do with your personal information, please write to: Data Protection Manager, Vodafone Ireland Limited, MountainView, Leopardstown, Dublin 18.

19. General

19.1 We may transfer this Agreement to anyone at any time. You may not transfer this Agreement to anyone unless we have agreed in writing beforehand. We will not unreasonably refuse this request. Except for any rights our suppliers have as licensor of software supplier to you under a software licence, no other third party may benefit from or enforce this Agreement. Please contact us if you want to transfer your SIM Card(s) or Equipment to someone else within your organisation (subject to a satisfactory credit check).

19.2 We may perform some or all of our obligations under this Agreement by using subcontractors or through any company in the Vodafone Group. We accept responsibility for acts or omissions of such subcontractors and Group companies in their performance of the Services.

19.3 You and we acknowledge that neither you nor we have entered this Agreement relying on any non-fraudulent statement which is not expressed in this Agreement.

19.4 You and we shall not make any public announcement regarding this Agreement unless we have agreed with you otherwise although we may include you in our generic list of customers which we may publish from time to time.

19.5 If you are migrating to One Net Express from another mobile services agreement, you will be subject to any applicable migration rules. In particular you may lose any existing hardware credits or other benefits that you may be entitled to under your existing agreement.

19.6 If you or we fail to enforce our rights under this Agreement, it will not prevent you or us from taking further action.

19.7 If you are a sole trader, a partnership, or some other organisation that is not a limited company, and you purchase Equipment from Vodafone and pay for such Equipment by instalments, your purchase of such Equipment may be covered by the Consumer Credit Act, which provides a customer with additional rights, including rights to terminate the purchase. Where this is relevant, we will provide you with the details.

19.8 We may apply any payment which you owe to us against any payment which we owe to you under this Agreement or any other agreement. You shall not make any deductions from amounts which you owe to us.

19.9 When you use your Equipment, your number may be shown to the equipment being called. Your number will always be shown if you are calling Irish emergency services.

19.10 We will send you notice by post, voicemail, text or other form of electronic message. We will treat you as having received the notices 48 hours after we have sent them. We will send all bills and notices served by post, to the address you have given. You must tell us about any changes to your address. You must send us notices by post or email to our address shown on the bill. You can assume we have received these notices 48 hours after you have

sent them.
19.11 This Agreement is under Irish law. 19.12 If we have a disagreement with you in relation to this Agreement then you and we shall use our respective best endeavours to resolve the dispute within seven (7) days (or such shorter time as is reasonable in the circumstances) from the date of it being raised. If we are unable to resolve the dispute within such time then we and you agree to escalate the dispute to senior managers or their equivalent. If we are still unable to resolve the dispute with you within seven (7) days after the escalation to senior managers then you and we agree to act in good faith to seek to agree whether the dispute should be settled through mediation provided that if no such agreement is reached or if we are unable to resolve the dispute with you through mediation then either party may commence proceedings through the Irish courts.

20. Definitions

1. **Access Fees** - the monthly or other periodic fee payable by you for the use of a Service.
2. **Artificially Inflated Traffic**– A flow or volume of traffic via any Service, which Vodafone believes is: (i) disproportionate to the flow or volume of traffic which Vodafone expects from good faith commercial practice and usage of the Service; (ii) disproportionate to your previous traffic profiles (in any given month) with Vodafone; (iii) uses automated means to make calls (save where this is expressly approved by Vodafone in writing); or (iv) may result in you exceeding the credit limit which Vodafone places on your account from time to time.
3. **Billing Manual**– Vodafone's call- and billing rounding measures from time to time, which shall be available to you on request.
4. **Business Day**– Mondays through Fridays, inclusive, but does not include national, public or bank holidays in the Republic of Ireland.
5. **Charges**– Access Fees, Connection Fees, fees for Equipment, software license fees, call fees, airtime fees and all other fees payable by you for use of the Services.
6. **Codes of Practice**– All guidelines governing use or provision of mobile telecommunications and data services, issued by any generally recognised bodies (such as ComReg) or that are adopted by Vodafone from time to time, and all instructions, regulations or guidance issued by the Regulatory Authorities, whether or not mandatory.
7. **Commencement Date**– the date that we start providing the Services to you. Commercial Terms – the Commercial Terms and Charges set out in the Order Form.
8. **Connection**– A Vodafone SIM Card or Fixed Line connection that has been configured to attach to the Network or Fixed Line Network with a price plan or SOC associated with it so that End User can use and be charged for Services supplied under the Commercial Terms.
9. **Data Protection Legislation**– The Data Protection Act 1988, the Data Protection (Amendment) Act 2003, the EC (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 and any other legislation implementing Directives 95/46/EC and 2002/58/EC and any amendments or replacements to them.
10. **Emergency Planning Measures**– The measures that may be taken as a result of Vodafone's obligations under (i) the General Conditions under section 45 of the Communications Act 2003 and (ii) the Civil Contingencies Act 2004; or any similar law.
11. **End User**– A person using Equipment or a Service, who is your employee or contractor.
12. **Equipment**– Any tangible material, but not a SIM Card, supplied by Vodafone to Customer, or connected to the Network on Customer's behalf, such as a mobile phone, a connecting cable, a power supply, or a PC data card. **Force Majeure** – Any cause beyond a party's reasonable control including without limitation, acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, failures or fluctuations in electric power or telecommunications services or equipment, restrictions or prohibitions of any government or semi-government authority.
13. **GSM Gateway**– Any equipment containing a SIM Card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.
14. **GSM Gateway Commercial Policy**– Vodafone's policy from time to time governing Customer's use of GSM Gateways, available at: www.vodafone.ie/terms, in particular paragraph 5.1.3 of the General Terms and Conditions of the Vodafone Mobile Telecommunications Service.
15. **Minimum Period**– the minimum period for the supply of the Services as stated in the Order Form.
16. **New User**– an additional End User who starts using the services after the Commencement Date.
17. **Order Form**– The document setting out the agreed commercial terms relating to Vodafone's provision of Equipment and/or Services, which incorporates the Service terms and conditions and these General Terms.
18. **Intellectual Property Rights**– Patents, design rights, trade marks, copyrights (including any such rights in typographical arrangements, websites or software), rights subsisting in trading, business or domain names and e-mail addresses, rights in inventions, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world.
19. **Network**– The telecommunication systems Vodafone uses to provide the Services.
20. **ComReg**– The Irish communications industry regulator appointed and empowered under the provisions of the Communications Regulation Act, 2002 as amended by the Communications Regulation (Amendment) Act 2007, or any appointment that replaces it.
21. **One Net Express**– the Vodafone service called One Net Express that provides a new and innovative hosted PBX solution that merges both functionality and pricing across mobile and traditional fixed line services.
22. **Overseas Networks**– Telecommunication systems outside of the Republic of Ireland used (but not controlled) by Vodafone in providing the Services.
23. **Regulatory Authorities**– ComReg, the Data Protection Commissioner, the Advertising Standards Authority of Ireland, the National Consumer Agency or any similar authority established from time to time.
24. **Suitability Test** – A test to determine the GSM signal strength available to the Customer's premises to assess whether (in

Vodafone's opinion) the quality of access is sufficient for the deployment of the Services on those premises.

25. **Service**– the One Net Express service provided pursuant to this Agreement and any other service supplied to you pursuant to the relevant Service Specific Terms.

26. **Service Description**– the service description relating to One Net Express as applicable as provided to you and as amended from time to time.

27. **Service Specific Terms**– A schedule that sets out service specific information such as terms and conditions, specifications and other technical information.

28. **SIM Card**– A subscriber identity module card, which is an electronic memory device for storing user specific data to allow controlled and secure use of Equipment on the Network.

29. **Site Survey**– A survey of a customer's premises to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for the deployment of the Services on those premises.

30. **Software**– A machine executable computer program, software module or software package or any part thereof (in object code only), supplied by Vodafone or its licensors to you irrespective of how it is stored or executed.

31. **Software License**– The terms and conditions that prescribe how you shall use Software and set out the rights of the Software owner/licensor and the Software user in relation to such Software.

32. **Solution Design**– the solution designed prepared for a customer for the provision of One Net Express.

33. **Standard List Price(s)**– Vodafone's standard unsubsidised Charges for business Services and Equipment as advised to you by Vodafone and/or as made available on request by Vodafone (as amended by Vodafone from time to time).

34. **Term per New User**– the minimum period of time that the Services shall be provided to a New User which shall be either 18 months or 24 months unless otherwise agreed.