Vodafone RED Business Unlimited Price Plan

Reviewed: 1 September 2019

1. Introduction

"Reviewed 010321"

a. This Price Plan, together with any applicable policies and guidelines referred to herein shall form part of your Agreement with Vodafone.

2. Product Details / Specification

What is Vodafone RED Business Unlimited?

- a. Vodafone RED Business Unlimited is a Vodafone mobile proposition for small business Customers, comprising a variety of RED Business Unlimited tariffs which offers some or all of the following benefits domestic calls, text and data allowances, EU Roaming policy and RED Roaming. RED Business Unlimited Is available within applicable Price Plans which are detailed below including details of what benefits are included in each tariff.
- b. You have an obligation to mainly use our Services for business, and legitimate business purposes in the Republic of Ireland only. Your use of our services should not exceed that reasonably expected of a reasonable person using them for these purposes. Vodafone can suspend or terminate the Services if Vodafone determine, in our sole discretion, that the Services are not being used in a manner consistent with normal usage, or that you are otherwise in violation of this Agreement. 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.

3. Price Plan Particulars

Vodafone RED Business Unlimited suite of Price Plans - from 5th May 2020

Price Plan	Your Price Plan includes:	
RED Business Unlimited Lite	i · Unlimited calls and texts to Irish Numbers	
	· Unlimited Data, maximum speed 10MB/S	
	· 100 international minutes and texts	
	· Roaming across Europe	
RED Business Unlimited	· Unlimited calls and texts including to the EU	
	· Unlimited Data, fastest speed available	
	· 500 international minutes and texts	
	· Roaming across Europe included	
RED Business Unlimited Max	· Unlimited calls and texts including to the EU	

· Unlimited Data, fastest speed available
· Unlimited international minutes and texts
· Roaming across Europe, the US and Canada included

- a. 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.
- b. All Vodafone RED Business Unlimited bill pay Price Plans are subject to a Minimum Term of 24 months when taken with a handset. If Customer receives an early handset upgrade while on a Vodafone RED Business Unlimited Price Plan, they will be required to enter a new 24 month contract, the effective date of which will commence on the expiry date of their existing Minimum Term.
- c. For Vodafone RED Business Unlimited Price Plans, 'out of bundle international minutes will be charged on a rounded, per minute basis
- d. Call and text usage will be applied in the following manner:
 - i. Vodafone to Vodafone minutes and texts
 - ii. Price plan inclusion minutes and texts
 - iii. Purchased Add-ons
 - iv. Out of bundle rates
- v. Domestic and EU Data usage will be consumed using Price Plan inclusive data.
- e. The **Inclusive Allowances** as referred to in the descriptions of the RED Business Unlimited Price Plans above shall be interpreted as follows:

Inclusive	 Inclusive Minutes will apply when on 		
Minutes	the Vodafone Ireland network for:		
	 a. Calls to Vodafone Ireland mobile numbers (On-net) b. Calls to other Irish mobile network or Irish fixed line numbers (Cross-net) c. International mobiles or fixed lines where an international allowance is applicable (International) 		
	Inclusive Roaming Minutes will apply when roaming on a RED Business network for calls to Home or Local:		
	 a. Calls to Vodafone Ireland mobile numbers (On-net – Home) b. Calls to other Irish mobile network or Irish fixed line numbers (Cross-net – Home) c. Calls to mobile network or fixed line number in the country in which you are roaming in (Local) d. International mobile or fixed line numbers 		

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 1.

- 1. Inclusive Texts will apply when on the Vodafone Ireland network for:
- a. Texts to Vodafone Ireland mobile numbers (On-net)
- b. Texts to other Irish mobile network numbers (Cross-net)
- c. International mobile numbers where an international allowance is applicable (International)
- Inclusive Roaming Texts will apply when roaming on a RED Business network for texts to Home or Local:
- a. Texts to Vodafone Ireland mobile numbers (On-net Home)
- b. Texts to other Irish mobile network numbers (Cross-net Home)
- c. Texts to mobile network numbers in the country in which you are roaming in (Local)
- d. International mobile numbers where an international allowance is applicable (International)

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

Inclusive Data

Inclusive Data allowance will apply when on the Vodafone Ireland network (On-net) and when roaming in the EU. Customers have a RED Roaming on RED Business Unlimited data allowance as per RED Roaming on RED Business Unlimited terms.

f. Exclusions:

- i. Inclusive minutes cannot be used for calls to Premium rate numbers, non-geographic numbers, and other 'special numbers' such as directory enquiries or numbers beginning with 0700.
- ii. 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.

4. Roaming

RED Roaming

- a. RED Roaming is activated in this Price Plan. To opt out of RED Roaming, text STOP RED to 50020. You can opt back in at any time.
- b. Customers on Red Business Unlimited LITE and Red Business Unlimited plans can:
- i. While Roaming in USA/ CANADA and ROW Red Zones pay a daily fee to access their base plan allowance of domestic and international calls and texts; and 30GB of Data for the month. For a full list of Red Zones see

https://n.voda fone.ie/business/products-and-solutions/mobile-communications/roaming.html

- c. Customers on Red Business Unlimited MAX plan can:
- i. While Roaming in US and CAN Red Zones use their plan just like home and have access to the full base plan allowance of domestic and international calls and texts and Unlimited Data for no additional charge. For a full list of Red Zones, see https://n.vodafone.ie/business/products-and-solutions/mobile-communications/roaming.html
- ii. While Roaming in ROW Red Zones, pay a daily fee to access their base plan allowance of domestic and international calls and texts; and 30GB of Data for the month. For a full list of Red Zones, see https://n.vodafone.ie/business/products-and-solutions/mobile-communications/roaming.html
- d. When you are on RED Roaming and are roaming in any of the eligible countries listed on www.vodafone.ie/redroaming, a daily access fee (as set out on a zoned basis in Table A below) will apply following the first roaming mobile event of the day; i.e. making or receiving a call, sending a text, using mobile data. The daily access fee period applies from 12am to 11.59pm, Irish time and you don't need to opt out when you get home.
- e. The roaming charges as published on https://n.vodafone.ie/business/products-and-solutions/mobile-

communications/roaming.html[DSVI1] [PEVI2] will apply to Customers who have not opted out of Red Roaming have opted in to RED Roaming and use their phone when roaming on Vodafone or Vodafone approved networks in eligible countries. 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 travel.

- f. 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.
- g. 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.
- h. In order to avail of the RED Business Unlimited EU Roaming policy a Customer must roam on the Vodafone Network or on a Vodafone approved Network.
- i. Customers are responsible for the management of their device configurations and should be aware that updates and connections can incur data usage. As a result, Customers 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.
- j. Any additional data used beyond your roaming data allowance will be charged at the relevant rate for the country in which you are roaming as per the pricing published on www.vodafone.ie and will be charged in Kb increments.
- k. Any special domestic promotions or reduced rates for Bank /Public Holidays are not included.

I. 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.

m. If you are roaming in a country that is not included in our Roaming Zones (full list of Zones provided In Table A below, you will pay default roaming rates which can be found on https://n.vodafone.ie/roaming/rates.html.[REVI3] [PEVI4]

TABLE A:

RED Business daily access fees from 5th May 2020:

Tariff	Fee in	RED	RED USA & Canada Zone	Daily Fee in RED Rest of World Zone
RED Business Unlimited Lite	Free	Free	€3.24 ex VAT	€4.06 ex VAT
RED Business Unlimited	Free	Free	€3.24 ex VAT	€4.06 ex VAT
RED Business Unlimited Max	Free	Free		€4.06 ex VAT

- 1. ${\bf Red} \ {\bf UK} \ {\bf zone} {\bf UK}, {\bf Northern Ireland}, {\bf Guernsey}, {\bf Isle} \ {\bf of} \ {\bf Man} \ \& \ {\bf Jersey}$
- 2. **Red European zone** Albania, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland & Turkey. RED USA zone USA & Canada[WIVI5]
- RED Rest of World zone Anguilla, Antigua and Barbuda, Argentina, Aruba, Australia, Barbados, Bermuda, Bonaire, Brazil, British Virgin Islands, Cayman Islands, Chile, China, Colombia, Congo, Costa Rica, Curacao, Desirade, Dominica (Commonwealth), Dominican Republic, Ecuador, Egypt, El Salvador, Fiji, French Guiana, French West Indies, Ghana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Hong Kong, India, Indonesia, Israel, Jamaica, Japan, Kenya, Lesotho, Macedonia, Martinique, Mexico, Montserrat, Morocco, Mozambique, Nauru, Netherlands Antilles, New Zealand, Nicaragua, Panama, Papua New Guinea, Paraguay, Peru, Puerto Rico, Qatar, Russia, Saba, Samoa, Serbia and Montenegro, Singapore, Sint Maarten, Sint Eustatis, South Africa, St Barthelmy, St Kitts and Nevis, St Lucia, St Martin, St Vincent & the Grenadines, Suriname, Tanzania, Thailand, Tonga, Trinidad and Tobago, Turks and Caicos Islands, United Arab Emirates, Uruguay, Vanuatu, Virgin Islands (US)

EU Roaming

- a. When roaming in the EU and the EEA, this Price Plan's allowances of voice, texts and data, and international add-ons may be used as if you were still at home.
- b. Only calls and texts to standard mobiles and standard landlines to RoI or within the country you are roaming in (excluding premium rate and non-geographic numbers) are included [REVI6] [HDVI7] .
- c. Vodafone reserves the right to send you notifications regarding your usage of your EU Roaming allowance package and

can notify you when you reach certain thresholds of your particular allowance and if/when you exceed your particular allowance.

- d. Please note that RED Business Unlimited EU Roaming Policy 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.
- e. 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. [HDVI8] [PEVI9]
- f. 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 http://www.vodafone.ie/roaming/rates-by-country/bill-pay/ 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.
- g. 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 the General Terms of service for Vodafone Business Customers
- h. Customers opted in to RED Business Unlimited 'Take Your Home Plan Abroad'on this Price Plan can decide to connect to a network other than Vodafone's preferred network in the particular country, provided that Vodafone has a roaming agreement in place with the operator. If a Customer does not manually switch back to the Vodafone or Vodafone preferred network, they will not be able to avail of the RED Business 'Take Your Home Plan Abroad' service and related rates. In these circumstances, Customer will be charged at the default EU Regulated Roaming rates for calls and texts made on the alternative network. These prices are published on http://www.vodafone.ie/roaming/rates.htmlwww.vodafone.ie[REVI10]
- K. If you have already opted into Vodafone Passport Mobile Internet, this service will only apply when you roam in countries that are outside the RED Business footprint but within the Passport footprint. If you opt out of RED Business 'Take Your Home Plan Abroad', you will remain on Vodafone Passport Mobile Internet. If you are not opted into either of these plans you will pay our default roaming plans.
- M. Customers opted in to RED Business Unlimited 'Take Your Home Plan Abroad' can decide to connect to a network other than Vodafone's preferred network in the particular country, provided that Vodafone has a roaming agreement in place with the operator.. If a Customer does not manually switch back to the Vodafone or Vodafone preferred network, they will not be able to avail of the RED Business 'Take Your Home Plan Abroad' service and related rates. In these circumstances, Customer will be charged at the default EU Regulated Roaming rates for calls and texts made on the alternative network. These prices are published on www.vodafone.ie[PEVI13]

5. Additional Services (Add ons)

a. All add-ons are charged on a monthly basis and will apply from your next bill day. Add-ons specified as a onetime/instant add-on will be applied to your account within 24 hours and expire after 30 days. Available Add ons are set out In Table B below.

TABLE B

Recurring add-ons for RED Business Unlimited Lite, RED Business Unlimited, RED Business Unlimited Max	Monthly Charge (Excludes VAT)
100 International Minutes	€4.07
200 International Minutes	€6.50
350 International Minutes	€9.76
100 International Texts	€2.44
Unlimited International Texts	€4.88

6. Migrating Plans

a. When migrating from one Price Plan to another Customer may not carry over any remaining balances or add-ons from their old Price Plan.

<u>Migrating from another bill pay Price Plan to Red Business Unlimited</u>

- a. If, while you are on <u>another bill pay Price Plan</u> and still within your Minimum Term, you change plan to a RED Business Unlimited tariff:-
- i. and do not get a new handset, and where the monthly access fee is equal to or more than the monthly access fee for your current Bill Pay Price plan, your Minimum Term will remain unchanged; or,
- ii. and the Price Plan you choose includes a new handset, you will agree to a new Minimum Term in respect of the relevant Phone Number.
- iii. the terms and conditions of this Price Plan will apply to your Service from the date of commencement of the new Price Plan.
- b. In cases where you move from a legacy Price Plan to the Vodafone RED Business Unlimited suite of Price Plans, you will be unable to move back to the legacy Price Plan at any point in the future.

Migrating within Vodafone RED Business Unlimited Price Plans

- a. Customers may migrate to another Vodafone RED Business Unlimited Price Plan (provided the new RED Business Unlimited Price Plan is of equal or greater contract length and value) by giving prior notice to Vodafone. The change of Price Plan will be effective as of the Customer's next billing day, provided that notice is given at least three full working days in advance of the billing day.
- b. Customers can migrate from their existing Vodafone RED Business Unlimited Price Plan only once per month.

c. Unless Vodafone, in its sole discretion decides otherwise, Customer cannot migrate to another Vodafone RED Business Unlimited Price Plan which is of a lesser value until their contract with Vodafone has exceed the Minimum Term. If a Customer migrates to a Price Plan of a lesser value before their contract has ended, Vodafone reserves the right to implement a Charge to the Customer for this migration, such as an early termination fee for their existing Price Plan based on the duration of the unexpired term of their existing Minimum Term

7. Speeds

- a. Mobile data speed limits apply to our Vodafone RED Unlimited plans. The maximum upload and download speeds you could experience on your device with these plans are as follows:
 - i. RED Business Unlimited Lite maximum speed 10MB/S
 - ii. RED Unlimited: fastest speed available
 - iii. RED Unlimited Max: fastest speed available

8. Billing

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

9. Sundry

a. From time to time Vodafone may modify the standard settings and/or features of the RED Business Unlimited proposition in order to offer additional value to the Service. The parties agree that such changes to the RED Business Unlimited proposition or package do not constitute modification in the conditions of the contract for that RED Business Unlimited proposition or package.