

Vodafone Website and Online Shop Terms

Reviewed: 12032021

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms tell you the rules for using our website: "www.vodafone.ie" (our site). The following terms and conditions govern your access to, and use of, our site and the services made available to you on this site ("the Services"). By using our site, you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

General

1. Our site is operated by Vodafone Ireland Limited ("we"/"us"). We are a private company, limited by shares registered in Ireland under company number 326967 and have our registered office at Mountainview, Leopardstown, Dublin 18, Ireland.
2. To contact us, please see <https://n.vodafone.ie/support.html> for the ways in which you can do so.
3. We amend these terms from time to time. An updated version of the terms and conditions shall be available to you at all times on our site and every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.
4. These terms apply in addition to other important terms that also apply to your use of our site:
 - a. Our **Privacy Policy**: <https://n.vodafone.ie/privacy.html>, which sets out information on how we may use your personal information;
 - b. Our **Cookie Policy**: <https://n.vodafone.ie/privacy/cookie-policy.html>, which sets out information about the cookies on our site; and,
 - c. If you purchase goods or service from our site, the **specific terms of those goods or services** will apply to the sales; see <https://n.vodafone.ie/terms.html>.

In the event of any conflict or inconsistency the terms of this site shall prevail.

5. Our site is made available free of charge. We may update and change our site from time to time, for example; to reflect changes to our products or services, our users' needs and our business priorities. We do not guarantee that our site, or any content or information on it, will always be available or be uninterrupted. We may, without liability, modify or suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
6. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
7. Our site and the Services are provided in accordance with and subject to the laws of the Republic of Ireland. We make no representations that the site or the Services are appropriate or available for use in or from locations other than the Republic of Ireland. Users who access this Site from other locations do so on their own initiative and risk and are responsible for compliance with local laws. No information on this Site should be construed as a promotion or solicitation for any product or service or the use of any product or service which is not authorised by the applicable laws of your place of citizenship, domicile or residence.
8. If we are unable to perform any obligation under these terms because of a matter beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, pandemic or epidemic, war, civil disorder, industrial disputes (whether or not involving our employees) or acts of local or central government or other competent regulatory authorities or events beyond the reasonable control of our

suppliers, we will have no liability to you for that failure to perform.

9. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources. Any links to such sites are provided for convenience only and are to be availed of at your own risk.
10. The content on our site is provided for general information only. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
11. This site may include information and materials uploaded by other users of the site. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values. If you wish to complain about content uploaded by other users, please contact us on <https://n.vodafone.ie/support.html>.

Your Account

12. Before using certain Services (such as My Vodafone – see below) for the first time you will be required to register your details with us. Any information provided by you during registration must be complete and accurate. You must immediately inform us of any changes to the information supplied by you to us during registration. In particular, you must notify us immediately of any change to your mobile phone number, otherwise you may not be able to use certain Services.
13. You are responsible for maintaining the integrity and security of any Service account you open. You must keep your account details safe. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. We may restrict the user name or password you can choose. You must not disclose it to any third party.
14. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
15. You agree to notify us immediately if your password/username or other registration information has or is likely to become known to person(s) not authorised to use it or is being or is likely to be used in an unauthorised manner. You are advised to change your password regularly. If you forget or lose your password, you should contact us and satisfy such security measures as we may require before your password is re-issued or a new password is sent to you. We reserve the right at our absolute discretion to require you to change any password used by you in connection with the Services.

Payment

16. You are responsible for any and all service fees, charges and costs (including costs for the use of telecommunications lines) associated with accessing the internet and availing of any Service via our site. You shall be charged by us for your use of certain Services and in particular, messaging services. You will be charged for such Services under the terms of your agreement with us. Use of a Service by you will be charged for on your service bill (if you are a post-paid customer) or will be deducted from any credit used to top-up your mobile handset (if you are a pre-paid customer). Some Services may not be currently charged for, but Vodafone reserves its right to charge for these in the future. If certain Services are used outside of the Republic of Ireland, roaming rates may apply. For details of applicable charges please see <https://n.vodafone.ie/terms/rates.html>.

Using our site – User Obligations

17. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it, unless otherwise specified. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
18. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. The limited licence to copy materials on this Site set out above does not permit incorporation of the material or any part of it in any other work or publication, whether in hard copy, electronic or any other form. No part of these Site pages may be produced on or transmitted to or stored in any other web site or other form of electronic retrieval system. In addition, in respect of any software downloaded from this Site, title, including all intellectual property rights, shall vest and remain vested in Vodafone and/or its third party contributors.
19. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
20. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
21. You expressly understand and agree that your use of our site and Services is at your own risk. In particular, you assume all responsibility for:
 - a. taking adequate precautions against all errors, defects, interruptions or malfunctions in the provision of any Service and/or using this site;
 - b. accessing, obtaining or transmitting information, materials, data, communications, messages, software and services via the site (or linked sites) and any Service;
 - c. installing and executing anti-contamination software and otherwise taking steps to ensure that information, if contaminated or infected, will not damage any information or system;
 - d. all activities conducted through the use of any of your Service accounts, whether authorised by you or not;
 - e. any dealings with advertisers, promoters or third party vendors on the internet, including the delivery of and the payment for goods and services;
 - f. evaluating the accuracy, reliability, correctness or completeness of any information (including information concerning companies, share prices, investments or securities) and evaluating any goods (including software) or services offered by any third parties via the Site or linked sites. Vodafone shall not be a party to or be in any way responsible for any transactions between you and such third parties;
 - g. obtaining the prior consent of third parties to sending them messages for the purposes of direct marketing.
22. You agree not to use or cause or permit any Service to be used:
 - a. for any improper, indecent, unlawful, threatening, defamatory or fraudulent purpose or to cause any injury, offence or annoyance to any person, or interfere with their enjoyment and use of the site or Services;
 - b. so as to jeopardise or prejudice the operation, quality or integrity of the site or Services, or the operation, quality or integrity of any telecommunications network;
 - c. to send junk e-mail, spam, duplicative or unsolicited messages for the purposes of direct marketing or advertising or promotional materials to third parties without their prior consent;
 - d. to harvest or otherwise collect information about others, including e-mail addresses, without their prior consent.
23. You also agree:
 - a. to comply with all reasonable instructions or requests of Vodafone or of any authorised authority in relation to the site or any Service or the investigation of any alleged offences
 - b. to abide by all applicable laws and regulations (including copyright and intellectual property laws), licences, codes of practices and usage policies of connected networks;
 - c. not to resell, sub-licence or attempt to resell, sub-licence or otherwise exploit commercially any Service (or any part thereof) or any material or information accessed via a Service;
 - d. not to distribute, download, upload, publish or transmit any data, material, information or software in a manner which may infringe the rights of third parties or render Vodafone liable to the payment of damages to any third party;
 - e. not to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, time bombs, cancelbots, logic bombs or any other harmful or deleterious programmes;
 - f. not to attempt to gain unauthorised access to or interfere with our site, the server on which our site is stored or any server, computer or database connected to our site, any Service, other user accounts, computer systems or connected networks. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack;
 - g. not to disguise the origin of any transmitted communication or impersonate any other person or entity;
 - h. to dutifully reproduce any copyright symbol and clause in whole as may appear on screen or printer at the head of the relevant data base or the head or foot of any information being processed;
 - i. to notify Vodafone immediately of any unauthorised use of a Service account or any other breach of security or any claim or legal proceedings against you relating to your use of any Service or the site;
 - j. not to use the server capacity or any software made available to you in any way which in Vodafone's opinion is or is likely to be detrimental to the operation or provision of any Service or any third party's rights;
 - k. to comply with the terms and conditions of any internet service provider whose services you may use.
24. You acknowledge that information, messages, electronic mail or any other material passing over the internet or via text messaging may contain a reference to the identity or Vodafone number of the sender or may not be free from interference by third parties. Vodafone cannot guarantee the privacy or confidentiality of any information transmitted by or to you via text messaging or over the Internet. Vodafone reserves the right to remove or require the removal of any content generated by you or via your Service account if such content is in Vodafone's sole discretion, in violation of these terms and conditions or is otherwise unlawful, harmful, defamatory, offensive or objectionable.
25. Please note that the sending of telecommunications messages which are grossly offensive or of an indecent, obscene or menacing character is a criminal offence. It is also a criminal offence to harass another person by use of the telephone. It is the policy of Vodafone to advise customers to report any such communications to the Gardaí and to afford

the Gardaí every assistance in the investigation of such complaints and any criminal prosecutions that may arise therefrom.

Suspension / Termination

26. We may without notice suspend or terminate your access to the site or any Service you avail of using this site wholly or partially for any valid reason, including, without limitation, where:
 - a. you fail to observe or perform any obligation set out herein (and in particular any User Obligations) or any relevant law, licence, regulation, directive, code of practice or applicable usage policy; or
 - b. you fail to pay Vodafone any sums due in connection with any Service; or
 - c. you supply false misleading or inaccurate information to Vodafone at any time; or
 - d. if for any reason Vodafone suspends or discontinues the site or a Service or is unable to supply a Service (or any part thereof) to you; or,
 - e. the Vodafone telecommunications service to you is suspended or terminated or you are no longer the registered owner of the mobile phone number given by you at registration.
27. Where Vodafone exercises any of its rights or powers under the above clause such exercise shall not prejudice or affect the exercise of any other right, power or remedy which may be available to Vodafone.
28. If you breach these terms and we do not take action, that will not affect our ability to rely on these terms at a later stage.
29. Upon suspension or termination, Vodafone shall have no obligation to maintain any content in any of your accounts or to forward any unread or unsent messages to you or any third party. Vodafone shall not be liable to you or any third party for any suspension or termination of your access to or use of a Service. You may terminate your use of certain services by turning these off at the relevant page or by contacting us.

Liability

30. The Site and Services are provided "as-is" and all conditions and warranties expressed or implied by statute or common law are excluded to the fullest extent permitted by law. In particular, Vodafone makes no warranties or representations:
 - a. as to the suitability, accuracy, reliability, availability, timeliness, correctness, accuracy or completeness of the site (or linked sites) or any Service or any information, material or communications transmitted, obtained or accessed via the site (or linked sites) or any Service;
 - b. that the site or any Service will meet your requirements or that the operation of the site or any Service will be uninterrupted, timely, secure or error-free or that any defect can or will be remedied;
 - c. to the extent that the operation of the site or any Service is dependent on third party service or content providers;
 - d. that information or materials obtained or accessed by you via the site or any Service will be free of infection by viruses, worms, trojan horses or anything else manifesting contaminating or destructive properties.
31. Unless otherwise stated, neither Vodafone nor any third parties involved in the provision of the Site or Services shall be liable for any losses or damage (other than death or personal injury caused by negligence), costs or expenses (including indirect loss or consequential loss of use, data, profits, business or anticipated savings) arising out of or in any way connected with:
 - a. the use of the Site (or linked sites) or any Service by you or other persons;

- b. the provision of or failure to provide any Service;
 - c. your dealing with any third parties, including but not limited to advertisers, promoters, vendors or service providers;
 - d. any errors, defects, interruptions, malfunctions or delays in the provision of any Service;
 - e. reliance placed on any information (including without limitation, information concerning companies, share prices, investments or securities) material, data, communication or messages obtained, accessed or transmitted through the Site or any Service;
 - f. the loss, corruption or overwriting of any information, material, data, communication or message;
 - g. any unauthorised access to or alteration of your computer system, software, messages, information or data otherwise arising out of the use of the Site or any Service;
 - h. the suspension or termination of any Service (or any part thereof);
 - i. the acts or omissions of other providers of telecommunications or information services or for faults or failures of their equipment or systems;
 - j. whether based in contract, tort, or otherwise, even if Vodafone or any of its suppliers has been advised of the possibility of such losses, damage, costs or expenses.
32. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
 33. Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
 34. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in our product or service terms; see <https://n.vodafone.ie/terms.html>.
 35. You agree to indemnify and hold Vodafone, its servants and agents harmless against any liability, loss, damage (including legal costs and fees), claims or proceedings (whether actual or threatened) sustained pursuant to the use of the Site or any Service by you, your agents or any third party via your Service account(s) or your breach of these terms and conditions (including without limitation any failure by you to obtain the consent of third parties to whom you send unsolicited messages for direct marketing purposes).

Uploading Content to, or Submitting Information via, our site

36. Whenever you make use of a feature that allows you to upload content to our site, or to submit information to us via our site, you represent and warrant that:
 - a. you are the sole author and owner of the intellectual property rights thereto and all "moral rights" that you may have in such content have been voluntarily waived by you;
 - b. all content and/or information provided is accurate (where it states facts), genuinely held (where it states opinion) and relevant. In particular, you must not submit content or information that is false, inaccurate, defamatory, offensive, misleading or that violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising) or that contains any computer viruses, worms or other potentially damaging computer programs or files; and,

- c. use of the content or information that you supply does not violate these terms and will not cause injury to any person or entity.

You will be liable to us and indemnify us (and our officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers) for any breach of this warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

- 37. For any content or information that you submit, you grant us a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such content and/or incorporate such content into any form, medium or technology throughout the world without compensation to you.

Rules about linking to our site

- 38. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our site other than that set out above, please contact us.

My Vodafone

- 39. The terms and conditions under this heading relate to the 'My Vodafone' service only however, the other terms and conditions of this site given above also apply to you and you are strongly advised to read them.
- 40. Users of this service may avail of various service features including but not limited to; checking and amending certain Vodafone account details, changing your tariff or package plan, viewing service allowances (these may not be real time), purchasing add-on or additional services, sending web texts, changing preferences, registering your account details if you are an unregistered user, viewing account bills and making payments to your account on the site.
- 41. We employ industry standard security procedures designed to prevent unauthorised interception of credit or debit card information in transit however there are certain risks associated with internet communications and credit/debit card use over which we have no control. We expressly disclaim insofar as is legally possible responsibility for any loss or damage arising out of the loss or delay of transmissions between you and us. We recommend that you maintain some form of credit / debit card insurance / protection scheme and in the event of loss, theft or unauthorised use of your credit / debit card you notify your credit / debit card provider in accordance with its standard terms. Vodafone's security procedures include the storage of your credit / debit card information. This information is used for processing your payments.
- 42. This Service is protected by means of a password protected security system which prevents third parties viewing your billing information. Authorised users are solely responsible for the use and safekeeping of their password. Authorised users should not share this password with any third party. Vodafone should be notified as soon as practicable of any known or suspected unauthorised use of a password. Users shall be fully liable for all use of the password including any unauthorised use. In the unlikely event that such information is disclosed to unauthorised third parties, Vodafone shall not be held liable for any loss or damage that may result.

View My Bill

- 43. Our Online Billing service enables personal and certain business customers of Vodafone's post-paid mobile and fixed

telecommunications service to view details of recent billing information and manage bills online. You can view your online bill by logging into your My Vodafone account on our Site or by using the Vodafone mobile application. The Online Billing service on My Vodafone is a password protected secure area where you can view, download and/or print your bill in pdf file format. The last 12 months of bills will be available online. The Online Billing service is available in addition to our paper bill service. Online bills already issued to you are available on request in paper from us, an administrative fee will apply. You can print your own online bill directly from the website free of charge.

- 44. You must have internet access to use and access your online bill.
- 45. Only authorised personnel of business customers who have registered with Vodafone using the appropriate registration form can view the billing information of all the subscriber lines of that business customer. Any changes to the identity of authorised personnel must be notified to Vodafone. Vodafone will not be responsible otherwise. Individual users of subscriber lines of a business customer will only be able to view their own billing information.
- 46. The Online bill service is protected by means of a password protected security system which prevents third parties viewing a customer's billing information. Users are solely responsible for the use and safekeeping of their password which should not be shared with any third party. If incorrect log-on details are entered on five consecutive occasions, access to the Service will be denied for 30 minutes but you can override this lockout by following the change password flow. Vodafone should be notified as soon as practicable of any known or suspected unauthorised use of a password. In the unlikely event that such information is disclosed to unauthorised third parties, Vodafone shall not be held liable for any loss or damage that may result.
- 47. Vodafone expressly disclaims insofar as is legally possible responsibility for any loss or damage arising out of the delay in placing the billing information on our Online Billing system. You agree that Vodafone shall not be held liable for any inconvenience, loss or damage that may result from any such delay.
- 48. Vodafone will endeavour to notify you by SMS and/or email within 5 days of your billing date that your online bill is available to view, providing we have the correct billing contact details for your account. However it is your responsibility to check your online bill on your billing date and thereafter and to ensure that all invoices are discharged within the time limits allowed under our agreement with you. You must notify us immediately of any change of email address or contact information.
- 49. If for any reason you cannot reasonably access your online bill please contact us for assistance regarding the Online Billing system and/or alternative billing arrangements - for example if you require a bill in an alternative format. You can view contact options here: <https://n.vodafone.ie/support.html>.
- 50. Customers may elect to change between the receipt of paper and online bills and any change shall be effective from the next billing day.
- 51. Vodafone reserves the right to terminate the Online Billing service without notice, explanation or compensation and to fully reinstate the invoicing of the Customer via paper billing information.

Webtext

- 52. The terms and conditions under this heading relate to the 'Webtext' service only however, the other terms and conditions of this Site given above also apply to you and you are strongly advised to read them.
- 53. Registered users of the 'Webtext' Service may send up to 600 text messages free of charge from the Site in any 30 day period to any national or international mobile number. Please note that worldwide webtexts may not be delivered to certain international networks. However, webtexts will be delivered to

- any international destination in which a standard text is delivered.
54. The 30 day period commences on the date on which you first send a text message and is not related to any calendar period or Vodafone billing period. Once you have sent 600 text messages in the 30 day period, you will not be able to send any further free text messages until the commencement of the next 30 day period. However, you may continue to send text messages from your mobile phone in the normal way and you will be charged for these.
 55. Webtexts cannot be used for sending to landlines or premium rate services.
 56. If your account is inactive, either for lack of credit, suspension or any other reason, you will be unable to use additional Vodafone services such as webtext. Vodafone may suspend your account should you misuse the webtext service.

Text alerts

57. The terms and conditions under this heading relate to the Vodafone Text Alert service only. However, the other terms and conditions of this Site given above also apply to you and you are strongly advised to read them.
58. The Text Alert service is an information service that allows you to receive information to your mobile phone by means of text message either instantly or at regular intervals. Once you have subscribed for one of the Text Alert services, you will be charged in respect of all text messages received by you until such time as you cancel your subscription in respect of that Text Alert service. Text messaging charges shall appear on your Vodafone mobile telephony bill or if you are a pre-paid customer your call credit will be deducted in the normal way. If you are a pre-paid customer of Vodafone and you subscribe to receive a Text Alert on a regular basis, you may continue to receive text messages on a regular basis even when you have no call credit. This may result in an immediate reduction in your call credit when you Top Up on the next occasion.
59. You may subscribe to receive one Text Alert service free of charge for a period of 30 days. This Text Alert service may only be chosen from the selection of text alert services nominated by Vodafone for this purpose from time to time. You may only subscribe to receive one free Text Alert service in any 12 month period. You will be notified of the impending expiry of the 30 day period by means of a text message 5 days in advance. Upon the expiry of the 30 day period, you will be charged in respect of all text messages received by you in the normal way. The free Text Alert service chosen by you may not be changed during the 30 day period. In the event that you cancel your subscription in respect of the free Text Alert service chosen by you before the expiry of the 30 day period, you will lose the benefit of the remaining 'free' days.

Online Shop Terms and Conditions

60. The terms and conditions under this heading relate to our Online Shop service only however, the other terms and conditions of this site given above also apply to you and you are strongly advised to read them. Our site has an Online Store which offers you the opportunity to purchase products and services ('Goods') over the internet. You are advised to read the below conditions every time you intend to make a purchase and each time you place an order with us you confirm acceptance of these terms.
61. This service is only available to you on the following conditions:
 - a. you must reside in, and provide a delivery address within, the Republic of Ireland.
 - b. you must be 18 years of age or older
 - c. you must hold a valid credit card issued in your name. Note that all references to 'credit card' in these terms shall be deemed to include a debit card also.
 - d. the name on the credit card used (cardholder identity) must match the name of the addressee to whom any Goods are to be delivered.

62. We may modify, suspend or discontinue the Online Store's services at any time with or without notice to you and without liability to you. Discontinuation may occur for any valid technical, operational or commercial reason. We do not guarantee or warrant that any particular functionality, features, information or Goods promoted on the web-site will be available to you at any given time.
63. All Goods are subject to availability and we reserve the right to change or vary the Goods promoted on the Online Store or the prices at any time.

Making a Purchase Online

64. **Information Required:** When you opt to purchase Goods will be required to provide certain personal and payment details, any information that you provide to us for the purpose of making a purchase must be fully complete and accurate. In particular you must ensure that you are legally and fully entitled to use any credit card used for a purchase and that sufficient funds are available to cover any charges incurred by you.
65. **Credit Card Payments:** All card payments are subject to authorisation by your card issuer. During the purchasing process you will be asked to complete your payment details and all fields must be completed fully by you. We will only accept payment by certain types of credit card or debit card. No cash or cheques will be accepted. Any credit cards that you use must be valid at the date of making your purchase.
66. **Prices:** The prices for Goods are quoted in Euro and are subject to change from time to time. All amounts include VAT unless we tell you otherwise.
67. **Purchasing Limits:** We reserve the rights at our sole discretion to limit the number of any Goods that may be purchased in any transaction or impose any purchasing limits that we may require from time to time.
68. **Making an Offer to purchase** - We promote a range of Goods for sale via the Online Store. When you order products and services from this site, we treat this as an offer from you to purchase such products and services.
69. Acceptance of all online orders are subject to status and a satisfactory credit check.
70. **Order Rejection:** We reserve the right to accept or reject any such offer from you at our sole discretion for any legitimate reason. We will notify you if this occurs. If we're unable to supply the Goods to you, we will refund the relevant amounts if already debited from your card. For example, we may reject your order in any of the following circumstances:
 - a. **Credit Card Authorisation:** When you submit details to make a purchase, a credit card check is carried out by our third party credit card payment agent with our partner bank. We may reject your order if the partner bank refuses to authorise your credit card for payment.
 - b. **Sudden Unavailability:** If we are unable to supply you with a Good, for example because that Good is not in stock or no longer available we will inform you of this and will not process your order, and refund you the full amount as soon as possible.
 - c. **Mistakes in Pricing:** Our site contains a large number of Goods. It is always possible that, despite our best efforts, some of the Goods on our site may be incorrectly priced. If we discover an error in the price of the Goods you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Good at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable, we do not have to provide the Good to you at the incorrect (lower) price.

- d. **Technical Issues:** If we are unable to supply your order due to a technical issue or limitation we will not process your order and will refund you the full amount as soon as possible.
71. **Accepting the Offer:** Where you have ordered products or services, we'll send you an email describing the products and services you've ordered. These communications confirm we've received your order, but don't represent any acceptance of your offer to purchase products or services from us. We're not legally obliged to provide the products and services to you during the offer process (before the contract is completed). The contract between you and us will only be concluded when we connect you to our services, unless otherwise agreed with you – or if you are purchasing products only; when we dispatch the products to you.
72. **Security:** The details of your purchase submitted over the internet is protected by Secure Socket Layer (SSL), This is an industry standard technology designed to prevent information in transit over the internet from being intercepted. We may also implement our own security procedures to prevent fraud. We reserve the right to enhance, amend and update our security procedures. Our internal security procedures include the processing of your credit card details through our third party credit card payment agents. This processing takes place on a server that is not accessible on the internet. Your information is encrypted for the processing of your transaction. Notwithstanding this, you should be aware that there are certain risks associated with internet communications. You acknowledge that the internet is a media over which we have no control. We expressly disclaim, in so far as legally permissible, responsibility for any loss or damage arising out of the loss or delay of transmissions over the internet. In respect of any other loss or damage suffered or alleged to be suffered, our liability to you shall not, to the fullest extent permissible under applicable law, exceed the value of Goods purchased.
73. **Delivery:** You will be advised before you place your Goods order of applicable delivery charges and how such delivery charges will be payable and any delivery restrictions (if any). You should note that delivery will be to the address as specified by you in the online order. Goods will be delivered on the signature of any occupant at that address at the time of delivery. Vodafone is not liable for ensuring personal delivery to you. Deliveries will not be made to PO Boxes or to addresses outside the Republic of Ireland. Vodafone will ensure that all Goods are delivered within 30 days of the relevant order. If we do not deliver the Goods to you within this time period, where you agree, we will deliver within an extended period of delivery with you or, else we will refund the price in full to you.
74. In the event of delay or non-delivery of products/services you should immediately contact our Customer Care Department on 1907 for bill pay customers and Vodafone Home customers or 1747 for prepaid customers who will assist you in resolving the matter.
75. It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us
76. **Returns:** For information on returns, and how to process same; see here: <https://n.vodafone.ie/support/orders.html>.
77. **Cooling Off:** Vodafone operates a cancellation and returns policy which is compliant with the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (the 'Consumer Information Regulations'). These regulations only apply to Vodafone customers dealing as consumers (ie. a natural person acting for purposes outside their trade, business or profession). If you have changed your mind, you can get a full refund on any online purchase before the expiry of the cooling off period which is 14 calendar days following receipt of your goods, or in the case of services, from the date your contract was concluded. Where both goods and services are ordered the cooling off period expires 14 calendar days following receipt of your goods. If multiple goods are ordered, in one order and delivered separately, the cooling off period expires 14 days after the date of the last delivery. Please note the following limitations to this cooling off period:
- a. **Digital Content:** Where you have purchased digital content not supplied on a tangible form, you hereby acknowledge that the 14 day cooling off period expires immediately once you begin to download or stream this digital content.
 - b. **Supply of Services:** Where you have purchased a service, you hereby acknowledge that where you begin using this service before the end of the cooling off period, you will be liable for all service charges incurred up to the date of cancellation where you chose to cancel the contract under the Consumer Information Regulations.
 - c. **Diminished Value of Goods:** Where you have used the products or services supplied to you to avail of mobile services before the expiry of the cooling off period you will be liable for any diminished value of the products or services.
 - d. **Further Limitations on Cancellation Rights** Please note that the right to cancel does not apply in the following circumstances:
 - i. Service contracts, after the service has been fully performed where the performance began with your prior express consent and acknowledgement that the right to cancel the contract would be lost once the contract had been fully performed by Vodafone
 - ii. Contracts for the supply of goods that are clearly personalised;
 - iii. Contracts for the supply of goods that are liable to deteriorate or expire rapidly;
 - iv. Contracts for the supply of sealed goods that—
 1. are not suitable for return for health protection and hygiene reasons, and
 2. were unsealed after delivery;
 - v. Contracts for the supply of goods that are, according to their nature, inseparably mixed with other items after their delivery;
 - vi. Contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance; or
 - vii. Contracts for the supply of sealed audio or sealed video recordings or sealed computer software that were unsealed after delivery.
78. To cancel your order before the expiry of the cooling off period, you can call 1907 if you are a Vodafone Home or bill pay customer or 1747 if you are a pay as go, alternatively you will need to fill out the Cancellation Form which can be found here (<https://n.vodafone.ie/support/orders.html>) and return it to us to let us know of your decision. You should take note of the following:
- a. To meet the cancellation deadline it is sufficient for you to send this Cancellation Form to us or notify us by phone before the cooling off period has expired.
 - b. You'll be responsible for the cost of returning the products (including any additional items sent with your product, such as chargers, modems and headsets) to us unless:
 - i. we arrange to collect the goods from you
 - ii. we've delivered them to you in error
 - iii. the product was damaged or defective at the date of delivery to you
 - c. You'll need to take reasonable care of the products until they're returned or collected by us. Vodafone will not be responsible for any Goods

- while they are in transit returning to us and we recommend you pack the products securely and that you should use a recorded-delivery service (such as prepaid post) to return any products to us.
- d. You must return the Goods to Vodafone within 14 days of informing Vodafone of your wish to cancel unless Vodafone arrange to collect the Goods directly from you. **Mobile goods** should be returned to: "Vodafone Returns, 1 Sandyford Park, Burton Hall Avenue, Sandyford Industrial Estate, Dublin 18. **Vodafone Home** goods should be returned to: Vodafone Ireland Ltd. C/O Consumer Fixed, MountainView, Leopardstown, Dublin 18
 - e. Note that where you have used the goods or services supplied to you to avail of mobile or fixed services before the expiry of the cooling off period you will be liable for any diminished value of the goods or services.
 - f. You will also be responsible for paying for any service charges incurred such as line rental, call charges and data used up to the date of cancellation.
 - g. Please note if returning Goods we require the original invoice or order number or your full name and address. Without this information we will be unable to identify a returned package as yours and we will not be able to process the return/refund.
79. We'll refund the original purchase price (less any discounts we applied at the time of your purchase and less any applicable diminished value amount or service charges) for the products or service you're cancelling, together with the delivery charge to you (unless the delivery charge was a priority or express delivery cost) as soon as reasonably possible, and in any case in accordance with our statutory obligations. Vodafone will refund you using the same means of payment you used for your initial transaction.
 80. Vodafone may from time to time contact you by post, email, text message or telephone with information on new products, services, special discounts or other information we believe may be of interest to you. If you would prefer not to receive such information please indicate your preference when submitting your order.
 81. **Complaints:** You may view our Complaints Code of Practice see here : <https://n.vodafone.ie/aboutus/code.html>. You may also find the link to the EU Online Dispute Resolution (ODR) Platform which is available for the resolution of disputes regarding online purchases with Vodafone at the link listed above or directly here: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>
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 87. It is your responsibility to evaluate the information about Goods provided on this site and to decide on the suitability of such Goods for your needs.
 88. These Conditions are governed by the laws of Ireland and we and you submit to the exclusive jurisdiction of Courts of Ireland. If any part of these Conditions is determined to be invalid or unenforceable pursuant to applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Conditions shall remain in effect.
 89. If you have any comments or require further clarification of any aspect of the Online Store please contact us on 1747 for prepaid customers and on 1907 for all other customers. For other support options see <https://n.vodafone.ie/support.html>.