

Vodafone Business Marketplace General Terms And Conditions

Reviewed: 02 February 2023

What's in this contract?

These terms and conditions are part of the contract between:

You: The entity ordering products from us through the Marketplace

and

Us: Vodafone Ireland Limited, a company incorporated in Ireland with registration number 326967, whose registered office is at MountainView, Leopardstown, Dublin 18, Ireland

The contract between you and us consists of the documents listed below.

They take precedence in the following order:

1. The “**Product Terms**” (if applicable): additional terms specific to certain products;
2. The “**Data Privacy Terms**”: terms on how we will use your personal data. You can find these terms in clause 6 of this document, in our privacy policy, and in the Product Terms;
3. **These terms**; and
4. The contents of your **order** with us.

These documents will form the complete agreement between us. **No other terms are implied by law or otherwise.**

Please note

- End user terms may also apply when you use certain products. These are third-party terms and conditions and may be different from ours.
- The product descriptions available on the Marketplace are for information and illustration purposes only. They are not part of this contract; only specific references in these terms to the product pages form part of the contract.

Using the Marketplace

1. The Marketplace and the products

1.1 The Marketplace

The Marketplace is a platform powered by AppDirect where you can buy products. Products may be:

- a. goods
- b. services, or
- c. digital content

1.2 Product types

There are two types of products on the Marketplace:

- a. “**Vodafone-Provided Products**”: you buy these products directly from us, although we may use one or more underlying suppliers; and
- b. “**Partner-Provided Products**”: you buy these products directly from our third-party partners (not us), who create and maintain them.

You will find the applicable category for each product on our product pages.

1.3 Support services

Two different support services are included with the products at no additional charge:

a. **Vodafone-Managed Support:** we will provide all support and assistance but, if necessary, we may also refer to our partners for further support; and

b. **Partner-Managed Support:** a partner will provide all technical support and assistance except for purchase and billing support, which we will provide.

You will find which type of support service applies on the relevant product page.

2. Placing your order

2.1 Your order is a binding contract with us

When you place an order on the Marketplace, a contract is formed between you and us. By accessing, using, or ordering products through the Marketplace, you accept these terms and conditions. You may also need to agree to certain end user licence agreements or similar terms with our underlying suppliers.

Your contract with our partners

Products provided (in part or in whole) by our partners come with their own separate terms and conditions, which form a direct, separate contract between you and the partner. You will be able to review these terms during the Marketplace checkout or when the partner makes them available to you.

Please note that we will bill for all products ordered through the Marketplace, even if the products are provided by a partner, and payment to us equates to payment to the partner.

2.2 Start and duration of the contract

The contract starts when we accept your order for one or more products on the Marketplace and will continue until:

- a. you or we **terminate** it; or
- b. the relevant subscription length ends.

2.3 Subscriptions lengths

Available subscription lengths are specified on each product page. Your subscription length will be the one you choose and submit in your order. You will pay a **monthly fee** until you cancel your subscription.

2.4 Subscriptions renewals

All subscriptions will automatically renew. Each successive renewal period will be for the **same duration** as the initial subscription. To end a subscription, you will provide notice as set out in clause 9.

If any product that is an electronic communications service under the European Electronic Communications Code automatically renews, then you may terminate that product with one month's notice.

2.5 Minimum term

If specified on the product page, a minimum term may apply to your subscription. If you end the contract before you fulfil that minimum term, you will pay an early termination fee (see clause

9.2). Provisions set to last after the termination or suspension of the contract will do so.

3. Delivery of the products

3.1 How and when we deliver the Products

- a. If the product is a one-off purchase of digital content: the digital content will be available for download or access within a reasonable period after you place your order.
- b. If the products are ongoing services or a subscription: you will have access to the services, or digital content until:
 - the services are completed;
 - the subscription expires; or
 - we end the contract with 30 days' written notice.
- c. If the products are goods: we will contact you with an estimated delivery date.

3.2 When you own the products

- a. If the products are digital content or subscriptions: you will never own products that are digital content or subscriptions; instead, you will have a limited right of access or use for the duration of your subscription. The products will continue to be owned by their respective owners or us.
- b. If the products are goods: you will own the products once we have received payment in full. You will be responsible for the goods from the moment they are delivered to the address you gave us.

4. Charges, taxes, and payment

4.1 Where to find the price for a product

You can find the price for a product on its product page. Please note that the prices shown on product pages exclude any applicable sales, VAT, and similar taxes and charges. These will be displayed and applied at checkout.

4.2 Delivery costs

Delivery costs are displayed at checkout.

4.3 We can pro-rate charges

If a subscription period does not match your billing period, we will pro-rate the charges according to the number of days remaining in the month when you incurred the charges.

4.4 When to pay

- a. For goods and one-off purchases of digital content: you will pay before we make the products available to you; and
- b. For all other products: we will bill all other products after you have received them, unless the relevant product page says differently. You will pay in full by the due date specified on any bill we send you.

4.5 How to pay

You will pay for the products you buy:

- a. in Euro; and
- b. through one of the payment options we make available to you including direct debit.

4.6 You have no right to set-off

You will pay all amounts due in full, without any set-off, deduction, or withholding (except any deduction or withholding of tax required by law. You will pay to us such additional amount so that we receive the full amount billed by the due date before any withholding or deduction is applied).

4.7 How we bill

We will send you an electronic bill at the email address you gave us at registration. We are not responsible if in our bills we use any incorrect information we receive from third parties.

4.8 If you don't agree with our bills

You may dispute billed charges, but only with reasonable cause. You may do so by:

- a. contacting Vodafone's Customer Care support service via 1907 or, alternatively, by email to the address set out at clause 17.1 of these terms, prior to the due date for payment. Notwithstanding any complaint, all invoiced amounts shall be paid on the invoice due date pending the outcome of the complaints procedure. If, following any such call to our Customer Care support service or other notice (as applicable), it is established that the Charges on any invoice are incorrect, Vodafone shall credit any overpayment to your account, and
- b. Including details of the dispute and how much you believe is payable.

Please note that you will also have to pay all undisputed amounts by the due date.

4.9 When a bill dispute is resolved

We will issue a credit or you will pay the amount due, depending on the outcome.

4.10 If you don't pay in full by the due date or properly dispute a bill, we may:

- a. charge you extra costs for administration and collection;
- b. end the contract, refuse to provide the products, or suspend your access to the products until the full payment is made; and
- c. charge you interest on any unpaid amounts at the statutory rate. In this case, you will have to pay both the overdue amount and the interest; and
- d. withhold any amount we owe you and offset that amount against any unpaid charges.

How we do business together

5. Confidentiality

5.1 You and we will both maintain confidentiality...

When you use the Marketplace or any of the products, we may need to exchange confidential information with each other. You and we agree to protect each other's confidential information from unauthorised access, use, and disclosure for 3 years, starting from the date when the confidential information is given.

5.2 ...unless there is an obligation to disclose

Either of us may disclose the other's confidential information if required by law or by the competent authorities and regulators.

6. Data protection and privacy

6.1 You and we will each comply with applicable privacy law. You confirm that:

- a. when you give us any personal data related to an end user, you will comply with the applicable privacy law; and
- b. you authorise us to process and disclose data as specified in this clause 6 and as required by applicable law.

6.2 We may process personal data for the following purposes:

- a. account-relationship management;
- b. billing and sending bills;
- c. order fulfilment and delivery; or
- d. customer service.

6.3 Traffic data

If we are providing products as an electronic communications service provider, we may also process traffic data, which is data created:

- a. when you communicate via an electronic communications network;

and

- b. for billing.

6.4 We will process traffic data as a data controller for the following purposes:

- a. to deliver end user communications;
- b. to work out the charges owed by an end user;
- c. to identify and protect against threats to our (or a third-party's) network or products; or
- d. to plan and manage our network and products.

6.5 We may disclose personal data and / or traffic data only:

- a. if required by applicable law, court order, privacy authority or any other statutory or supervisory authority, body, or agency; or
- b. to other Vodafone companies or third-parties who lawfully sub-process for us to deliver the products.

7. Intellectual property

7.1 Ownership

- a. Any intellectual property you owned before entering the contract with us will remain yours and will not be transferred to us.
- b. We, AppDirect, our licensors, our partners, and other third-party companies will continue to own all right, title, and interest in the relevant products and the Marketplace. All rights not expressly granted are reserved.
- c. Neither we nor any third-party grant you any rights to licences, patents, copyrights, trade secrets, trademarks, or any other rights in the products or Marketplace, except as set out in clause 7.3 or elsewhere in these terms.

7.2 We reserve all rights that are not granted under the contract

If any intellectual property is created in providing one or more products to you, we or our partner will immediately own all rights in that intellectual property.

7.3 Licence to use Vodafone-provided products

We and our licensors will grant you a limited licence to use Vodafone-provided products. This licence is non-transferable, non-exclusive, non-assignable, revocable, and royalty-free (except for the applicable fees for the products). You will have access to and use of the Vodafone-provided products for your own internal purposes for the period of this contract or applicable subscription.

This clause does not apply to products from partners and other third parties.

7.4 Licence to use a partner's or other third-party's products

You will have the right to use and access a partner's or other third-party's products only if you comply with the relevant end user terms.

7.5 There are a few rules and restrictions when you use our products

You will not (and you will ensure that your end users do not):

- a. license, sub-license, resell, copy, modify, reverse engineer, adapt, translate, decompile, disassemble any products in whole or part, unless expressly allowed to do so; or

- b. do anything to jeopardise our, AppDirect's, our partner's or supplier's, or their licensors' intellectual property rights. This includes:

- registering or attempting to register any competing intellectual property right;
- tampering with any proprietary notices; or
- taking any action that lowers the value of any trademarks.

You will comply (and you will ensure that your end users comply) with any additional restrictions specified in the end user terms.

7.6 Other remedies relating to intellectual property

If any product is subject to an intellectual property claim, we may:

- a. modify the product to avoid infringement;
- b. obtain the right for you to continue using the product; or
- c. stop providing the product without liability for doing so.

7.7 Not for resale

You may purchase products on the Marketplace for your use only and not for resale. We may block, cancel, or not provide the products you have ordered if we believe you intend to resell them.

8. Your responsibilities

8.1 You are responsible for the security and use of your account. You will ensure that:

- a. you have appropriate security policies and practices to prevent:
 - unauthorised access to the products and
 - unauthorised access and activity on your network and our network that you connect to;
- b. only those authorised have access to the products; and
- c. whoever uses the products:
 - complies with the contract and applicable end user terms; and

- does not use the products in any illegal or improper way, or in a way that may damage our reputation.

8.2 You are responsible for anybody who uses and misuses the products.

Any obligations or restrictions this contract imposes on you also apply to your end users. This applies also if your account is used without your consent.

8.3 You are responsible for all your data.

We are not responsible for your data. For example, this means that you will have to keep appropriate backups of all data.

8.4 Warranty that you can bind the company you represent

If you place an order through the Marketplace on behalf of a company, you confirm that you have the authority to bind that company and agree to the terms of the contract.

9. When you can end the contract

9.1 When you can terminate

You may end the contract by giving us 30 days' notice. Please note that you will still have to pay any outstanding fees as agreed in the contract (including any early termination fees).

9.2 You may have to pay an early termination fee

If you cancel your subscription before the end of the minimum term you will have to pay an early termination fee. This will be your monthly charge multiplied by the number of months remaining in your minimum term for each licence or applicable product quantity.

9.3 We may give no refunds on upfront subscriptions

If you cancel an upfront subscription, you may not receive a refund. Your Product Terms will advise if you will receive any refund following cancellation.

10. When we can suspend, delay, or end the contract

10.1 We may end or suspend your access

We may end the contract, suspend the provision of a product, or suspend access to the Marketplace at any time if:

- a. you do not pay by the due date;
- b. you do not, within a reasonable time, give us the necessary information to provide the products to you;
- c. you do not, within a reasonable time, allow us to deliver the products to you;
- d. you materially break the terms of the contract between you and us;
- e. you break the terms of any end user licence agreement with any of our suppliers;
- f. you break any end user terms between you and a partner;
- g. it is necessary for us to comply with applicable law;
- h. you become insolvent; or
- i. it is necessary to maintain, modify, repair, safeguard, or test our network or our partner's products (but we will minimise the impact of any such suspensions as much as we reasonably can).

10.2 When we notify you of suspension or termination

We will send you a written notification as soon as possible (if practicable, in advance) if we are suspending your access or ending your contract with us.

10.3 What happens during the suspension

You will continue to pay your charges during a period of suspension. There may be additional reasonable costs to resume access to the products.

10.4 We may delay product delivery during a freeze period

We may delay the delivery of a product (or portions of it) during a freeze period (generally from 1 December to 15 January each year and any period involving a significant spike in usage on our network).

11. After the contract ends

11.1 Stop using the products when the contract ends

When the contract ends, all products, services, subscriptions, and licences to use digital content will also end. You agree that you will stop (and ensure that all end users will stop) using all the products you have been provided or given access to.

11.2 Upon request, you will:

- a. uninstall and irretrievably delete all software and digital content;
- b. destroy all user documentation that we or our partners have provided or that you have copied;
- c. give us and/or our partners written confirmation that all such items have been uninstalled, deleted, or destroyed;
- d. return or make available for collection, any equipment owned by Vodafone; and
- e. pay any applicable early termination fee.

This clause does not apply if the products are physical goods you have already paid for in full.

12. How we resolve disagreements

If you and we have any issues, we will try to find an amicable solution. We will both continue to comply with the contract while attempting to resolve the dispute.

If the issue cannot be resolved within a reasonable period, the dispute will be handled under the governing law and jurisdiction agreed in the contract.

Last but not least...

13. We may make changes

13.1 We may increase prices

We may proportionally increase the price you pay Vodafone for products you purchase through the Marketplace where the underlying cost to Vodafone charged by our supplier increases.

13.2 We may withdraw the products

We may withdraw some or all products by giving you notice as in clause 13.4 below. If this happens, our contract with you for the withdrawn products will end.

We will give you a credit for any charges you paid in advance for the period that follows the withdrawal, and you will not have to pay any further charges for that product.

13.3 We may change the contract or the products

From time to time, we may change the terms of your contract with us or the products you buy through the Marketplace.

Most changes will be necessary changes, which include:

- a. modifying the contract (including withdrawing one or more products) as required to comply with applicable law;
- b. retiring and replacing or modifying the products (or any part of them) when we offer you a replacement with equivalent or improved functionality; or
- c. making administrative changes.

If the changes to a product or to your contract with us are neither necessary nor exclusively to your advantage, you may terminate your contract with us without liability and without paying any early termination fees.

Please note that:

- this applies only if you end your contract within 30 days of receiving written notice of the change;
- your right to end your contract with us because of a change we made is your only remedy if we exercise the right to change the contract or the products; and
- we are not responsible and won't be liable to you if a third-party (including our partners) withdraws or makes a change to products you buy through the Marketplace.

13.4 Notice for changes and withdrawals

We will give you written notice at least 30 days before withdrawing a product or changing either your contract with us or a product, unless we are required to make the change or withdrawal sooner under applicable law. Please note that if a change doesn't damage you in any way, we may make it without notice.

14. Excluding warranties

All products are available to you on an "as-is" basis. Except as expressly set out in these terms and to the extent permitted by law, we, our partners, and AppDirect exclude any implied, statutory, or other warranties, representations, conditions, and duties, including any implied warranties of non-infringement, satisfactory quality, reliability, availability, timeliness, accuracy, completeness, security, merchantability, fitness for a particular purpose, or that the products are error-free.

For equipment, we will pass on any original equipment manufacturer warranties to you. Your only remedy for faulty equipment will be to notify the manufacturer (and not us); the manufacturer may choose to either repair or replace the faulty equipment.

15. Our liability is limited

15.1 We are not responsible for delays outside our control

We are not liable to you for any delay or failure due to any events or circumstances outside of our reasonable control. This includes any delays in access to products provided by partners and other third-parties and delays because you have not provided us with accurate or complete information.

15.2 Neither you nor we are ever liable for any

- a. loss of revenue or profit;

- b. loss of anticipated savings;

- c. downtime, business interruption, or loss of goodwill or reputation;

- d. loss or corruption of your data;

- e. delays in the delivery of the products;

- f. legal, tax, regulatory, or compliance issues (including related fines or penalties); or

- g. indirect, consequential, incidental, punitive, exemplary, or special loss, damage, or expense.

15.3 Products from partners and other third-parties are not our responsibility

- a. We are not liable for any products provided by any third-party (including our partners), even if we bill you for them. We make no warranty or representation whatsoever regarding partner-provided products.

- b. Your only remedies regarding products from partners and other third-parties are set out in the relevant end user terms.

- c. AppDirect is not responsible for the products and we do not commit AppDirect to be liable for any damages.

15.4 The financial limits on liability

The total liability for you and for us under or in connection with the contract, whether in contract, tort (including negligence), or breach of statutory duty, is limited to:

- a. for any breach of its Data Privacy Terms, to €100,000 (one hundred thousand Euro) in aggregate; and

- b. for any other claim, in each consecutive 12 month period starting on the date the contract started ("Liability Period") to the amount you paid or owed in that Liability Period. If you have not been purchasing products from us under the contract for at least 12 months in any Liability Period, your liability and our liability will not exceed the average monthly charge paid or payable for that Liability Period multiplied by 12.

This limit on your liability does not apply to the payment of charges for the products.

15.5 Liability is not limited if it is unlawful to do so

If it is unlawful for us to exclude liability for a specific matter, nothing in these terms will limit or exclude our liability for that matter.

16. Your indemnity to us

You will indemnify us from any claim, demand, liability, loss, or damage, including paying reasonable legal fees relating to your access to and use of the products, or if you do not comply with your contract with us or any end user terms.

17. Miscellaneous terms, but they're still important

17.1 Written notices

If we need to send you a notice, we will send it to the email address we have on file. If you need to send us any notice under the contract, you will send it in writing to our registered office or call our Marketplace team at 1800 855 696. You and we may each update the address by sending notice to the other party.

17.2 Transferring this contract

We may transfer our rights and obligations under the contract to another organisation. You may transfer your rights or your obligations under the contract only if we agree to this in writing.

17.3 No one else has rights under this contract

This contract is between you and us. Nobody else has any rights to enforce any of its terms. Neither of us will need any other person to agree to end the contract or make any changes to these terms.

17.4 Severability

If any part of the contract is found to be unenforceable, invalid, or void, the rest of the contract will remain in full force and effect.

17.5 No waiver

Even if we choose not to enforce a part of the contract, we will keep our right to do so.

17.6 Compliance

Each of us will comply with applicable law. You will also comply with the commercial terms specified in the product pages and order.

17.7 Incumbent Supplier

Where applicable, you will comply with our request to enable a transfer of products from an existing supplier.

17.8 Human Rights Compliance

We will each respect human rights as set out in the International Bill of Human Rights.

17.9 No Partnership

Our relationship with you will not create a partnership or relationship of principal and agent or employer and employee between us or constitute a joint venture or relational contract between you and us.

17.10 Complying with the sanctions and trade law

a. You and we will each:

- comply with applicable law about sanctions and export regulations, including any restrictions or prohibitions on trade or financial transactions with certain countries or entities;
- not do anything that may cause the other to breach such applicable law; and
- notify the other of any breach or status change with respect to such applicable law.

b. Either you or we may terminate this contract by sending written notice to the other, if the other:

- breaches this clause; or
- becomes subject to sanctions or trade restrictions that make termination necessary.

17.11 Governing law and jurisdiction

The laws of Ireland govern this contract, the products you buy from us, and any dispute with us or relating to the contract or products. You and we each submit to the exclusive jurisdiction of the Courts of Ireland.