

## **General Terms and Conditions of the Vodafone Mobile Telecommunications Service (pre-13 June 2011)**

**Important:** Vodafone may introduce new bill pay tariffs from time to time. Customers on the existing bill pay tariffs (or any of the previous Eirtime tariffs) are not obliged to migrate to the new bill pay tariffs. However, customers who migrate to one of the new bill pay plans may not revert back to their previous price plan or any in that price plan range.

From 3 November 2007 customers cannot switch from one Perfect Fit plan to another.

### **1. General Terms and Conditions**

**1.1** These Terms and Conditions together with the application form and the terms and conditions of any applicable Service options, tariff plans or promotions constitute a legally binding contract (the "Contract") between Vodafone and the Customer. This Contract shall commence when Vodafone accepts the Customer's application and connects the Customer to the Network. Please note that various related Vodafone products and services and Third Party Services may be subject to additional terms and conditions which you are advised to read.

**1.2** Vodafone reserves the right to alter any terms of this Agreement for legal, technical, operational or commercial reasons, or to terminate any package or change its tariffs, on giving thirty (30) days' notice to the Customer. In the event of any such alteration, the Customer shall have the option to terminate the Service without penalty during the notice period, subject to payment by the Customer of all Charges due to date. Please

note that Vodafone Agents are not authorised to amend this Contract or to agree any provision which is inconsistent herewith. Your continued use of the Service signifies your acceptance of any amendment.

**1.3** This Contract is personal to the Customer. The Customer shall not, except with Vodafone's written consent or in accordance with Vodafone's standard transfer procedures, assign or otherwise transfer the Contract in whole or in part. Vodafone may freely transfer this Contract and any debts due under the Contract without notice.

**1.4** Connection to the Network shall be conditional on:-

1. The Customer having and maintaining a credit rating satisfactory to Vodafone and providing Vodafone with such financial security as it reasonably requires;
2. The Customer providing valid proof of identity/address and such evidence of residency in Ireland as Vodafone may require;
3. The Customer being over 18 years of age (if personal application);
4. Truthful and accurate completion of the application form by the Customer and the provision of such other information as Vodafone may for any valid reason request.

**1.5** Any waiver, concession or extra time permitted by Vodafone is limited to the specific circumstances in which it is given and does not affect the rights of Vodafone under this Contract in any other way. This Contract is governed and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Courts of Ireland. Any reference to any legislative act or provision shall, unless the context otherwise requires, be considered as

a reference to such act or provision as amended, re-enacted or replaced.

**1.6** Any notice which may be given by Vodafone shall, without limiting the manner in which Vodafone may give such notice, be deemed to have been duly given if the notice is sent to the Customer by ordinary post at the last notified address of the Customer on the second postal day after the date of posting, or, if the notice is posted online or addressed to some or all Customers by advertisement, on the close of business on the day the advertisement appears on Vodafone's website or in the national press (as appropriate). Notices may be incorporated in or associated with any other communication from Vodafone.

**1.7** If any provision of this Contract is held by any competent authority or by virtue of any change of legislation or for any other reason whatsoever to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision(s) in question shall not be affected thereby.

**1.8** A copy of Vodafone's Customer Enquiries Code of Practice for initiating (a) settlement of disputes with Vodafone or (b) requesting a refund or compensation for failure by Vodafone to meet contracted service quality levels. Vodafone at its sole discretion shall decide on a case by case basis whether a Customer is entitled to a refund or compensation. Vodafone's decision in this regard is final and no correspondence will be entered into in relation to same save in the manner set out in the Code of Practice.

## **2. Service**

**2.1** Vodafone shall endeavour to connect the Customer to the Service on the same day as application is made. The quality and the availability of the Service and related

Vodafone products and services is subject to certain limitations, including the proximity of base stations and circumstances beyond Vodafone's reasonable control including, but not limited to, geographic and atmospheric conditions and the functional capability of Customer Equipment. Vodafone does not represent or warrant that the operation of the Service or related Vodafone products and services will be uninterrupted, timely, secure or error-free or that it will meet any Customers specific requirements. In particular Vodafone does not represent or warrant that Calls will not be dropped, 3G or GPRS Sessions will not be lost, transmission of data calls shall occur at any particular speed or that all traffic can or will be transmitted by the Network. Vodafone does not accept responsibility for the security of 3G or GPRS Sessions. The Customer conducts any 3G or GPRS Session at its own risk and is solely responsible for adopting such appropriate security measures against unauthorised access to and interference with Equipment (or associated software/hardware and data) as may be necessary. Under EU Roaming regulations you can use your monthly allocation of minutes/data/texts while roaming in the EU in the same way you use the allocation domestically. For any other destination the monthly allocation of minutes cannot be used while roaming.

**2.2** Vodafone may modify or suspend the Service wholly or partially, with or without notice, if such action is deemed necessary by Vodafone (e.g. for maintenance, security or other valid reasons) or if Vodafone is requested by an authorised authority or required to do so by legislation or for technical, maintenance, security or other valid reasons. All reasonable efforts shall be made to minimise such Service disruptions. The Customer shall remain liable for all

Charges during any such Service disruptions unless Vodafone decides otherwise.

**2.3** Vodafone reserves the right, without prejudice to any other provisions of this Contract, to issue such reasonable instructions concerning the use of the Service as may be necessary in the interests of safety, quality of service, other customers or telecommunications services as a whole, or for any other valid reason Vodafone deems sufficient.

**2.4** Vodafone makes no representation and gives no warranty as to the content, quality, availability, suitability or timeliness of any Third Party Service. Vodafone reserves the right to suspend or withdraw access to all or any such Third Party Services on a temporary or permanent basis at any time. The Customer's use of such Third Party Services is at the Customer's sole risk and Vodafone shall not be responsible or liable for any loss or damage suffered by the Customer arising from the use of such services. Vodafone may be required to bill the Customer for such services.

**2.5** Vodafone continuously monitors network performance to ensure that the service received by customers is not impacted through a minority of users placing high demand on network resources (e.g. large bandwidths over long periods). Any such high-demand users can expect to experience reduced speeds at peak times. Peak times are subject to ongoing change based on actual network demands. This service does not support 'calls over the internet' or data sharing for any new customers or customers upgrading their tariff or Equipment from [10 March 2010] onwards. If you want to use data services like making calls over the internet or sharing data files over the internet you should choose a tailored data tariff or add-on.

### **3. Payment**

**3.1** The following provisions shall apply:

1. Vodafone shall normally offer a range of tariff plans with different rates and methods of charging. Charging rates and methods may vary depending on the type of Call sent or received. Vodafone may from time to time vary the Charges, the tariff plans (and tariff rules applicable thereto), rates or methods of payment and the terms of same. Vodafone reserves the right to cease offering and/or replace its tariff plans from time to time.

Existing tariff plans may not always be available. You are advised to read the relevant Vodafone tariff rules and rates, which are available from Vodafone, before completing this application form. The Customer may with effect from the next billing date change from one tariff plan to certain other tariff plans by giving Vodafone reasonable prior notice.

2. The Customer shall be liable for all Charges incurred by the Customer personally or otherwise through the use of the Equipment calculated according to the relevant charging option, (whether or not incurred by the Customer personally), and for all costs (on a full indemnity basis) incurred in enforcing the Contract, including administrative costs and the cost of collecting any payments. If the Customer's Equipment is lost or stolen, the Customer shall remain liable for all Call charges incurred until Vodafone is so informed. The loss of or inability to use the Equipment does not automatically bring the Contract term or the Customer's liabilities under this Contract to an end.

3. Please note that Calls over 3G or GPRS are charged on the basis of the volume of data/pages sent and/or received by the Customer's Equipment over the Network except where the Customer's tariff plan

provides otherwise. Vodafone's determination of the volume of data/pages shall be conclusive. Volume indications given on handset screens may not be accurate. There will be a minimum charge for each 3G or GPRS Session conducted using the Customer's Equipment during which the Customer accesses non-Vodafone Call Content (except in the case of multi-media messaging Calls). If such a 3G or GPRS Session is terminated for any reason, the minimum charge shall apply again if it is re-established.

4. Each 160 characters (or part thereof) of each non-MMS text message in the English language is charged as a separate text message. The number of characters allowed per text message may be reduced where the default language is changed from English. Please note that text messages sent over MMS are charged by reference to the volume of data sent. Whilst Vodafone will make every effort to ensure that all text messages are delivered, the Customer shall be liable for all Charges in respect of any text messages that are not delivered.

**3.2** Vodafone may require the Customer to pay a deposit before connection is made and/or after connection, as security for payment of Charges. A deposit is refundable after Contract termination or after a satisfactory payment record is established and the Customer has paid all amounts owing to Vodafone. Advance payments may also be required of the Customer, which shall be credited to the Customer's account. No interest shall accrue on any deposit or advance payment.

**3.3** Notwithstanding the preceding clause (3.2) all Charges, deposits or advance payments payable by the Customer shall be discharged in such manner, time or methods as Vodafone may designate. Vodafone

reserves the right at any time to set-off all or part of any sum owing by the Customer to Vodafone against any sum due by Vodafone to the Customer whether under this or any other contract with Vodafone.

**3.4** Invoices shall ordinarily be sent to the billing address shown on the application form (or any other address notified to Vodafone) and shall be deemed received on the second postal day after the date of posting. You may additionally or alternatively opt to receive an electronic copy of the invoice over the internet. VAT at the appropriate rate shall be added to all invoices unless otherwise specified. Vodafone may for operational reasons change its invoicing methods and periods and issue interim invoices. All charges and other payments must be paid by the due date specified on the invoice. Where payment of charges is not made by such due date, Vodafone may apply interest on sums due at the rate of 2% above the then prevailing base rate of Allied Irish Bank plc. from the due date until the date of payment. *The following addition to this clause will apply to: any new bill pay customer, any customer upgrading or any pay as you go customer moving to bill pay; from 1 December 2012 onwards:*

Vodafone may also charge you reasonable administration and collection costs as a result of you paying your bill late or not paying it at all including but not limited to a charge for each occasion a direct debit payment fails provided the failure is not caused by Vodafone.

**3.5** Vodafone may apply a limit to the amount of Charges that may be incurred by the Customer. Vodafone may alter this limit from time to time. Vodafone may group the individual accounts of the Customer into a single consolidated account for administrative purposes. Vodafone may

provide additional services to the Customer which may be chargeable. Where the Customer's account has not been maintained in a manner satisfactory to Vodafone, Vodafone reserves the right to refuse to provide or to modify such additional services.

**3.6** Certain tariff plans (e.g. ShareTime) are only available to a Customer in respect of accounts used solely by the Customer or its employees. Please see the applicable Vodafone tariff rules for more details.

**3.7** Customers may use the Service whilst located outside the Territory, however access to local networks shall depend upon the arrangements between local operators and Vodafone. Special charges shall apply to such Customers who are using the Service outside the Territory. Please refer to Vodafone's current tariff rules for details.

**3.8** Vodafone charges for price plans in advance but cannot do this for calls, messages and data. Therefore on a bill, the service charges are for the month coming up and the usage charges are for the month just gone.

#### **4. Customer Obligations**

**4.1** The Customer is responsible for the acts and omissions of all persons using the Customer's Equipment and password protected accounts. Without prejudice to any provision of this Contract, the Customer agrees:

1. not to use or permit the use of the Service or the Equipment for any improper, indecent, obscene, unlawful, harmful, unauthorised, defamatory or fraudulent purpose or to cause any injury, offence or annoyance to any person or to send unsolicited commercial messages to any person;

2. not to use or permit the use of the Service or the Equipment, so as to cause the operation of the Network or the quality of Service to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;

3. to only use type-approved Equipment with the Network, to comply with all laws, regulations and user guides governing its use and to remain solely responsible for the manner in which the Equipment is used;

4. to comply with all reasonable instructions or requests of Vodafone or an authorised authority, in particular as to the manner of using the Service and in relation to the investigation of any offences;

5. not to incite, encourage or induce members of the public to call a particular number simultaneously where this may adversely affect the Service;

6. to promptly notify Vodafone in writing (unless Vodafone otherwise requires) of any change of address or cessation of Service by the Customer;

7. to inform Vodafone immediately by telephone and (if Vodafone requires) confirm in writing, if the Customer's Equipment is lost, stolen or damaged.

**4.2** Vodafone shall not be responsible or liable for any Call Content sent or received by the Customer (including content which contains a virus or other harmful or unlawful material). Vodafone makes no representation and gives no warranty as to the quality, accuracy, correctness, completeness or suitability of any Call Content. The Customer's reliance on or use of Call Content is at its sole risk. Call Content must not be exploited commercially to the detriment of Vodafone or any third party and must not be

used to provide any other on-line or information service. Recipients of certain Call Content (in particular, multi-media messages) from the Customer may only be able to fully access it if the receiving equipment has the necessary functionality.

**4.3** The Customer acknowledges and accepts that Call Content may be protected by copyright, trademark or other intellectual property rights. Customers accept and agree that their Call Content may be manipulated, distorted, adapted, modified, stored or forwarded by others without restriction on wireless networks and the internet and Vodafone shall not be responsible or liable for such acts. The Customer agrees not to manipulate, distort, adapt, modify or forward any other Call Content without the prior consent of the holder of the rights in such content. The Customer waives any right to be identified as the author of Call Content and the right not to have Call Content subject to derogatory treatment by others.

**4.4** Customers may, depending on the functionality of their Customer Equipment, be able to store Call Content in storage libraries hosted by Vodafone. Storage libraries may be password protected, in which case Customers must keep their password confidential. The Customer shall be solely responsible for and shall notify Vodafone immediately of any unauthorised use of storage libraries. Storage libraries may have a limited capacity and Vodafone reserves the right to charge for storage capacity. Vodafone shall not be responsible for any loss or corruption of Call Content in storage libraries. Vodafone does not monitor storage libraries on an ongoing basis but it may be required to suspend access to or remove Call Content from storage libraries for legal reasons. There may be a charge for uploading or downloading Call Content to and from

storage libraries hosted by Vodafone or other third parties, which shall be based on the volume of such Call Content and/or the airtime transmission (depending on the nature of the Call in question). Vodafone shall be entitled to delete the contents of storage libraries after the termination of this Contract or if the storage library has not been accessed for a period of 6 months.

**4.5** The Customer may be advised of certain restrictions relating to the storage, manipulation and forwarding of certain Call Content that is downloaded and shall be liable for any failure to comply with such restrictions.

## **5. Suspension / Termination**

**5.1** Vodafone may immediately, without notice, suspend the Service to the Customer wholly or partially for any valid reason, including without limitation, where:

1. the Customer fails to pay Vodafone any sums due under this Contract or any other contract with Vodafone on the due date specified in an invoice, notwithstanding the issue of any invoices thereafter; or
2. Vodafone reasonably believes that the Customer is unable to comply with payment obligations, represents a credit risk or exceeds any limit on Charges imposed by Vodafone or if Vodafone is unable to contact the Customer following reasonable efforts; or
3. the Customer fails to observe any term or obligation set out herein (and in particular the Customer Obligations referred to in Clause 4) or any relevant law. During any period of Service suspension the Customer shall remain liable for all Charges unless Vodafone decides otherwise. Vodafone reserves the right to reconnect the Customer to the Network and to levy a fee on each suspended

subscription and/or require revised payment terms (including security payments).

4. the Customer engages in any activity (or permits any activity) which Vodafone (as it in its sole discretion shall determine) considers (a) to be contrary to existing legislation or regulations applicable to provision of the Service or (b) is or is likely to have an adverse impact on the quality of the Service or the integrity of the Vodafone network. Such activities may include (but are not limited to) using the Service to make calls to or from any Mobile Gateway, 'SIM box' or similar or related devices.

**5.2** The term of this Contract shall be for the Minimum Period. This term and Minimum Period will be extended for a further period of 12 months following any upgrade of your Equipment or switch to a new plan or tariff. This Contract may be terminated by either party giving to the other at least 28 days written notice or, in the case of porting, on the completion of the porting process in the absence of such notice this Contract shall be deemed to continue on from month to month based on the Terms and Conditions herein following expiry of the Minimum Period.

**5.3** Notwithstanding any other provision contained herein, Vodafone may by written notice terminate this Contract with effect from the date set out in the notice and thereupon cease to provide the Service to the Customer, where:-

1. there is a serious failure by the Customer to observe or perform any term or obligation set out herein (and in particular the Customer Obligations referred to in Clause 4) or any relevant law;
2. the Customer fails to rectify a situation which has given rise to a suspension of the Service under Clause 5.1, within 14 days of the suspension being imposed;

3. the Customer supplies at any time false, inaccurate or misleading information to Vodafone;

4. the Customer is adjudicated bankrupt, becomes insolvent or makes any composition or arrangement with or assignment for the benefit of creditors;

5. any meeting of the Customer's creditors is called pursuant to Section 266, Companies Act, 1963 (as amended) or if the Customer enters any liquidation or has a receiver of its assets or a provisional liquidator appointed or should a petition for winding up be presented or advertised or a petition for the appointment of an examiner be presented;

6. if for any reason Vodafone is unable to provide the Service to the Customer.

**5.4** Where the Contract is terminated all Charges will continue to accrue and be payable either until the end of the 28 day notice period (where termination is pursuant to Clause 5.2) or until the date of termination (where termination is pursuant to Clause 5.3). The Customer is advised that in certain circumstances Vodafone may become aware of outstanding Charges after the date of the invoice issued on termination (e.g. roaming charges that are subsequently advised to Vodafone by its roaming partners). In these circumstances, Vodafone shall be entitled to raise subsequent invoices and the Customer shall be obliged to discharge all such invoices by the due date specified on the invoices.

Notwithstanding the foregoing, if the Contract is terminated under Clauses 5.2 or 5.3 during the Minimum Period, the Customer shall, following Vodafone's invoice, pay a termination charge calculated as the sum of the monthly tariff charges which would otherwise be payable until the end of the Minimum Period.

**5.5** Upon suspension or termination of the Contract, Vodafone shall disconnect the Customer's Equipment from the Network. Where Vodafone exercises any of its powers under this Clause 5, such exercise shall not prejudice or affect the exercise of any other right or remedy which may be available to Vodafone.

## **6. Exclusion of Liability**

**6.1** Insofar as it is permissible by law, Vodafone shall not be liable for any injury, loss or damage, whether foreseen or unforeseen, directly resulting from:-

1. any failure, interruption, delay, suspension or restriction in providing the Service to the Customer which is due to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority (whether local, national, international or supranational), an act of default of any supplier, agent or other person, strikes, work stoppages or labour disputes or any other cause whatsoever which is beyond the reasonable control of Vodafone;
2. any unlawful or unauthorised use of or access to the Network, Service or Equipment by the Customer or third parties;
3. any claim arising out of any act or omission by the Customer, its servants or agents or arising out of any reliance placed by such persons on Call Content;
4. any valid suspension of the Service or termination of the Contract;
5. any loss, theft or malfunction of the Customer's SIM card or Equipment;
6. any claim arising in relation to the provision (or non-provision), maintenance or use of telecommunications lines, channels, equipment, networks or services or arising

out of Calls being dropped or GPRS Connections being lost for any reason;

7. any claim arising out of or resulting from the quality of fitness for the purpose of, compliance with description of, or compliance with sample of any goods supplied to a Customer unless the Customer "deals as a consumer" within the meaning of the Sale of Goods and Supply of Services Act 1980.

**6.2** Vodafone will not be liable for any indirect or consequential loss or damage whatsoever, whether it is foreseen or unforeseen, including but not limited to loss of profits, data, revenue, business, anticipated savings or goodwill. Nothing herein shall have the effect of excluding or limiting the liability of Vodafone for death or personal injury resulting solely from its act or omission. Otherwise, any liability of Vodafone to the Customer pursuant to this Contract shall not exceed the sum of €1,500 per claim.

**6.3** Vodafone will not be liable for the effects upon the Customer, or upon any electronic or radio systems in equipment, vehicles or aircraft in the Customers vicinity, of any emissions or transmissions to, from, through or by our Network and/or the Equipment.

**6.4** Vodafone accept no liability whatsoever for any product or service advertised or promoted, offered or sold by third party service providers for use on the Vodafone Network or otherwise, including any mobile phone or device used in conjunction with the Service.

**6.5** Vodafone shall exercise such reasonable skill and care in the provision of the Service as may be expected of a reasonably competent mobile telecommunications operator. Except as expressly provided in the Contract, all conditions, terms, warranties and representations whether express or



implied by law in relation to the provision of the Service are excluded to the fullest extent permitted by the applicable law.

## **7. Directory Services and Caller Display**

**7.1** Unless the Customer requests otherwise, Vodafone shall include the Customer in Vodafone's directory lists. Where the Customer is included in Vodafone's directory list, Vodafone shall display the Customer's telephone number to called persons unless the Customer requests otherwise. Where the Customer is not included in Vodafone's directory list, the Customer must specifically request the caller display service.

## **8. Numbers and SIM Card**

**8.1** The Customer shall not have any proprietary rights whatsoever in any mobile phone number allocated to the Customer by Vodafone from time to time. Vodafone reserves the right at any time to alter or replace a mobile phone number allocated to the Customer or any other name, code or number whatsoever associated with the Service.

**8.2** Vodafone shall issue the Customer with and license the Customer to use a Vodafone SIM Card on the condition that the Vodafone SIM Card shall remain the property of Vodafone and shall be returned to Vodafone upon request. Vodafone may charge the Customer for the cost of checking, repairing or replacing a SIM Card.

## **9. Customer Information**

**9.1** Customer information, including traffic data (data relating to the conveyance of calls and the billing of such calls, including data relating to the routing, duration or time of calls, the location of equipment making or receiving calls, the network on which calls originate or terminate and the time of the

beginning or end, or the duration of the connection to that telecommunications network) may be processed by Vodafone for its own business purposes. By entering into this Contract, the Customer explicitly consents to the use of Customer information for these purposes which include account management, billing, debt collection, credit assessments, market research, customer profiling, product and service development, product and service marketing and customer care and other legitimate business purposes. Further information on how Vodafone obtains, holds and uses such Customer information or data is available in our [Privacy Policy](#) which forms part of these General Terms and Conditions.

**9.2** Personal information will be retained for a reasonable period of time in a secure environment. Please note that Customer calls to Vodafone Customer Care may be recorded for training and quality control purposes.

**9.3** Vodafone will find it necessary to disclose certain Customer information to Vodafone group companies, other licensed telecommunications operators and Vodafone's Agents for the purposes providing the Service and also to third parties (including credit bureaux and other telecommunications operators) for the purpose of credit referencing, administration, account management, billing, customer profiling, market research, fraud prevention, debt collection, Service and product development, insurance claims processing, porting and other legitimate business purposes. Personal data is not otherwise disclosed to third parties, save where required or permitted by law.

**9.4** Vodafone or Vodafone Agents may from time to time contact the Customer by post, telephone, e-mail or text message regarding

details of specific promotions or information on various Vodafone products or services. The Customer hereby explicitly consents to such contact while the Customer is availing of the Service and for a period of 12 months after the Customer ceases to avail of the Service. If the Customer does not wish to receive details of such promotions, the Customer should contact Vodafone Customer Care.

**9.5** Vodafone may disclose Customer information to other licensed operators in order to assist in the prevention of the fraudulent use of our telecommunication system or the telecommunication system of another licensed operator.

## **10. Porting**

**10.1** Persons wishing to port to the Network from another mobile network will be subject to Vodafone's Porting Requirements. Vodafone may vary the Vodafone Porting Requirements from time to time. If this Contract has been signed and a deferred porting date has been requested, the Service and the Customer's obligations pursuant to this Contract shall not commence until the selected porting date.

**10.2** Customers wishing to port from the Network must contact the mobile operator to which they wish to port and will be responsible for complying with the porting requirements of that operator. Porting will be treated as a termination of this Contract. Customers are advised that that requests to port from the Network may be declined by Vodafone in the event that the Customer's account is in arrears. Vodafone does not warrant, represent or guarantee that any Equipment will function or operate on any other operator's telecommunications network.

## **11. Vodafone's Porting Requirements**

**11.1** Subscribers wishing to Port to the Vodafone network are subject to the following terms and conditions of this Clause 11. You will also be subject to the terms and conditions of the Vodafone service that you subscribe to (e.g. Ready to Go service) in addition to these General Terms and Conditions. If you wish to Port to Vodafone you must fully complete the Customer Authorisation Form ("CAF") or the online porting process. Ports may be requested up to thirty days in advance of the required Porting date.

**11.2** You cannot withdraw your instruction to Port once the Porting process has commenced on Vodafone's Porting systems. It may be possible to cancel a Port request prior to the commencement of the Porting process. Ports that can be cancelled may only be cancelled by requesting the cancellation in the same manner that the Port was originally requested (e.g. if you request the Port in a Vodafone store you must return to the same store to cancel it). The status of the Port at the time of cancellation will determine the inter-operator processes that follows.

**11.3** Subject to Clause 11.6 below, your request to Port serves as formal notice on your current mobile operator ("the Donor Operator") of your termination of your contract for mobile telephony services with them (if any).

**11.4** You may only complete a CAF if you are the account holder (for post pay customers), the principal user of the account (for pay as you go) or the account authorised representative (for corporate or business accounts) as recorded in your Donor Operator's records. By completing a CAF you

warrant, represent and confirm to Vodafone that you are the account holder, principal user or authorised representative as appropriate.

**11.5** You acknowledge that:

1. only your MSISDN will be Ported;
2. services offered by your Donor Operator will not necessarily be transferred or available on the Vodafone network, this will include the loss of Voicemail messages, SMS messages, data or facsimile services;
3. you will lose all call credit in your account immediately on the Port being completed;
4. you may have outstanding contractual obligations including outstanding invoices and/or termination charges owed to your Donor Operator, and you remain liable and responsible for these matters;
5. you may need to get SIM security or network locking functions removed by your Donor Operator or get a new handset;
6. your existing handset may not be type-approved on the Vodafone network and performance or functionality may vary as a result of this, certain settings (e.g. WAP) may require updating;

**11.6** Port requests may be rejected if:

1. the information you provide is incorrect, inaccurate, false, misleading or does not match the data held by your Donor Operator;
2. the MSISDN in your possession has been reported lost or stolen;
3. your MSISDN has been returned to the pool of available MSISDN's following cessation of use or termination as follows: (i) for prepaid, no customer activity on account for a period of 6 months; or (ii) for postpaid,

account terminated for over twelve (12) months.

4. there are arrears outstanding to your existing mobile operator.

If you supply fraudulent, false or misleading information you acknowledge that you will be personally liable and responsible for such information, you may, in appropriate cases, be referred to the lawful authorities for prosecution.

**11.7** Vodafone does not warrant, represent or undertake that your MSISDN will be Ported within any specified timeframe or at all. Please note that it may not be possible to port your MSISDN at your preferred time.

**11.8** During the Porting process there may be a period of outage of your mobile service and/or any related or ancillary services, Vodafone will not be liable or responsible for any damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect incurred as a result thereof.

**11.9** In this Clause 11 the following words have the following meanings:

**Donor Operator (DO)**

Means your current third party mobile telephony service provider (e.g. O2, Meteor, 3)

**MSISDN**

Means the ten digit Mobile Station Integrated Services Digital Network Number (i.e. the mobile telephone number) programmed into a subscriber's SIM Card (e.g. 087 xxx xxxx).

**Port**

Means the process for mobile number portability whereby a subscriber to a mobile telephony network may move their MSISDN from their Donor Operator to a new mobile

operator without altering the MSISDN. Words such as Porting, Ported, etc shall be construed accordingly.

## 12. Definitions

The following words and expressions have the following meanings:

- **“Call”** means a transmission made over a telecommunications network for the purpose of communicating a voice or data message (which includes, without limitation, short text messages, multi-media messages, and calls to WAP services);
- **“Call Content”** means the content of any voice or data Call received or made by a Customer over the Network;
- **“Charges”** means the charges for the Service, as published in Vodafone’s periodically updated tariff guides (including, but not limited to, connection charges, service options, monthly rental or tariff charges, Call charges (which may vary depending on the type of Call made), GPRS Connection charges and administrative charges) and certain Third Party Services which the Customer may choose to receive;
- **“Customer”** means the customer who, being an individual, enters into this Contract by completing and signing the application form or who, being an organisation, enters into this Contract by virtue of the completion and signing of the application form by an authorised signatory;
- **“Equipment”** means the Customer’s type approved mobile terminal and the Vodafone SIM card which is connected by Vodafone to the Network pursuant to this Contract;
- **“3G Session”** means an internet session established using 3G technology;

· **“GPRS Session”** means a WAP or internet session established using GPRS technology;

· **“Minimum Period”** means such period specified on the Customer Application Form or in the absence of any period therefore 12 months commencing on the date of the Customer’s connection to the Network;

· **“Network”** means the mobile telecommunications network and systems used to provide the Service;

· **“Service”** means the mobile telephony service provided by Vodafone, which enables the Customer to make or receive Calls over the Network, and any additional services provided by Vodafone over the Network from time to time;

· **“Third Party Service”** means any service promoted or provided by third parties to the Customer over the Network;

· **“Territory”** means Ireland (excluding Northern Ireland);

· **“Vodafone”** means Vodafone Ireland Limited whose registered office is at MountainView, Leopardstown, Dublin 18;

· **“Vodafone Agent”** means any third party authorised to promote and sell the Service or carry out business activities on Vodafone’s behalf.