/odafone "Data Unlimited 5G" Pay as you Go Top Up Offer Terms

Version 20122023

These terms and conditions apply to the Vodafone Pay as you go Data Unlimited 5G top up offer (the "Offer") These terms form part of your agreement with us and apply in addition to the <u>General Terms and</u> <u>Conditions of the Vodafone Mobile</u>

<u>Telecommunications Service</u> and the <u>Vodafone Pay as You Go Advantage</u> <u>Plus 3 Tariff terms</u>. In the event of any conflict between the terms, the order of precedence is as follows: the terms and conditions set out below first, followed by the terms of the Vodafone Pay as You Go Advantage Plus 3 Tariff and then the

General Terms and Conditions of the Vodafone Mobile Telecommunications Service. By availing of the Offer, you are agreeing to the following terms:

1. This Offer is available to Eligible Customers only. Eligible Customers are new and existing Vodafone Pay as you go customers.

2. To avail of the Offer Eligible customers must opt in by texting "DATAUL5G" to 50222 or by any other method Vodafone may make available from time to time.

3. After opting in, the Offer will re-activate every time you top up by $\pounds 20$ (inc. VAT) or more in one transaction. $\pounds 20$ will be debited from your credit balance and you will receive the following allowances to use during the Offer Period: unlimited data in Ireland, 40GB EU roaming data, unlimited Vodafone calls and texts, 100 any network national minutes, 100 any network national texts, and 100 international minutes (the "Offer Allowance").

4. You must top up by the minimum amount specified above every 28 days (the "Offer Period") in order to receive the Offer Allowance otherwise the standard Advantage Plus 3 Tariff rates will apply. It is not possible to activate the Offer using existing credit you may have on your account balance.

5. Inclusive national minutes apply to calls to Irish mobile and landlines in the Republic of Ireland, calls to your voicemail and calls to non-geographic numbers only. Excludes premium rate and directory enquiries calls.

6. Inclusive national texts apply to texts to Irish mobiles in the Republic of Ireland only. Excludes texts to landlines, premium rate texts and picture messages.

7. Inclusive international calls apply to international calls to mobiles and landline numbers and excludes other call types and/or messages including international texts, texts to landline, calls made when roaming outside of the EEA, calls to directory enquiries, premium rate numbers, WAP, ISP or mISP numbers.

8. When you sign up to the Offer you will be placed on our Vodafone Advantage Plus 3 Tariff and Advantage Plus 3 Tariff rates will apply after opting into any usage outside of any active Offer Allowance.

9. The Offer Period is a maximum of 4 weeks (28 days). The Offer Allowances will expire after 4 weeks if unused. There is no carry forward of unused allowance if you change top up offers, or if you complete a new minimum amount top up, before an existing Offer Period expires. If you switch from Vodafone Pay as you go to Vodafone Bill Pay, no part or element of this Offer will be carried over.

10. If you need to top up again during your 28-day Offer Period, it is recommended that you top up by less than the minimum top up amount if you want to retain the Offer Allowance for your existing 28-day Offer Period. i.e., $\xi 5, \xi 10$, or $\xi 15$ top up. A top up by $\xi 20$ or more within an existing Offer Period will activate the Offer and a new 28-day Offer Period will commence. If you top up by $\xi 20$ or more in one go before the expiry date of the Offer Period, your offer will reset, and any remaining allowances will not carry forward

at the time of top up. If you top up by less than ${\rm \&20}$ in one go; this credit will be added to your credit balance.

11. You may only avail of one top up offer at a time. When you sign up to this Offer, it will replace any existing top up offer on your account and the 28-day period for that offer will immediately come to an end.

12. A reminder to top up to continue to avail of the Offer will be sent via SMS prior to expiry of the Offer Period. Vodafone does not warrant or represent that it shall send such a reminder and it shall not be responsible for any liability incurred by customers because of its failure to do so.

13. The Offer must be used in accordance with our agreement with you and must be used by you for your personal, private and legitimate consumer purposes only. You must not use the Offer for commercial or fraudulent purposes. If Vodafone is of the opinion that your usage is contrary to these principles; for example if your usage is excessive to the extent that it is negatively impacting the Vodafone Network, or if your usage constitutes commercial or fraudulent use or is in breach of the law; Vodafone reserves the right to suspend, at its absolute discretion, modify or restrict use of the service or to disconnect you from the Vodafone network. We will attempt to contact you if we need to suspend or disconnect your service, but we are not liable for any loss you may suffer through any suspension or disconnection covered by this clause.

14. Access to 5G is strictly subject to a customer's handset 5G capability and <u>5G network coverage</u>. Connection speeds can vary with local conditions, the number of users in your area, the device you are using, and general internet traffic.

15. Roaming: Under EU roaming regulations, Vodafone customers are entitled to bring their home tariff abroad when travelling in the EEA. You can use your top up offer domestic minutes and texts while roaming in the EEA in the same way you use the allowances domestically. Your data allowance while roaming in the EEA will be subject to a fair usage policy of 40GB and thereafter you will be charged at a rate of €0.001562 per MB. Use of the allowance when roaming in the EEA is intended for periodic travel only, it is not meant for users roaming on a semi-permanent or permanent basis. For any other destination the monthly allocations cannot be used while roaming outside of the EEA. See our general terms and roaming terms on www.vodafone.ie/terms and our roaming page for more information.

16. Vodafone IOU services are not available on this Offer. A customer will be unable to opt into the Offer if they currently have an IOU service active, a top up will be needed before opting in to clear the outstanding balance. Once opted into the Offer the IOU service will not be available.

17. Once you sign up to this Offer, you are giving your consent to Vodafone to contact you regarding changes/enhancements to the Offer and updates while you remain signed up to this Offer.

18. Vodafone reserves the right to withdraw the Offer generally or from any particular customer at any time and to vary or amend any element of this Offer at any time without further notice.

19. These terms and conditions may be varied or amended by Vodafone for any valid commercial, technical, or operational reason.

20. Where applicable see <u>Cooling Off Rights</u> for full information and our <u>cancellation form</u> under the Consumer Information Regulations 2013 in respect of the Offer.