

Vodafone Smartwatch Bundle Terms & Conditions

YOU MUST READ AND ACCEPT THE FOLLOWING BEFORE PURCHASING THIS BUNDLE:

The following terms and conditions apply to the Vodafone Smartwatch Bundle ("Smartwatch Bundle") and govern your purchase and use of a smartwatch device ("Device") with Vodafone OneNumber connectivity service (the "OneNumber Service") to you, as customer, from us, Vodafone. These terms will apply in addition to the General Terms and Conditions of Vodafone Mobile Telecommunications Service viewable on <https://n.vodafone.ie/terms/billpay.html> which apply to your existing Vodafone mobile telecommunications service and which you acknowledge and agree apply to your use of the Smartwatch Bundle and any additional device or service specific terms and conditions which you have signed up to. These terms form part of your agreement with us.

1) Your Smartwatch Bundle Commitment

- a) The Smartwatch Bundle is available to "Eligible Customers" only. Eligible Customers are Vodafone mobile customers who have:
 - i) an active Vodafone Consumer Billpay, Business SOHO or small SME account (with less than <25 mobile subscriptions) (your "Primary Account");
 - ii) an active Vodafone Red Unlimited Price Plan, including Red Lite, but excluding our 30-day SIM Only plans (your "Qualifying Plan"); and
 - iii) a compatible smartphone device (please see our website <https://n.vodafone.ie/shop/onenumber.html> for smartphone device compatibility information).
- b) SIM Only customers must be a Vodafone customer for at least 6 months before they can avail of the Smartwatch Bundle.
- c) By electing to pay for the Device via 24-month contract in twenty-four (24) equal instalments you will not be charged any additional fees or interest for electing to pay for the Device this way. You confirm that Vodafone has not invited you by advertisement to avail of such payment arrangement for the purchase of the Device.
- d) A 24-month minimum term (the "Minimum Term") applies to the Smartwatch Bundle (Watch + OneNumber) and OneNumber is tied to your Smartwatch Bundle for the Minimum Term.
- e) Your monthly payment amount is equal to the monthly watch charge (1/24 of the original Device value less any up-front payment you made towards it) and monthly price of the OneNumber service. After your Minimum Term expires, your agreement will cease and you will no longer pay for the Device. Your OneNumber service will continue to roll on a monthly basis and you will continue to pay for OneNumber until you elect to terminate in accordance with the OneNumber terms.
- f) The Smartwatch Bundle can be added to your Primary Account, and you may utilise the data and airtime allowances of your existing Vodafone mobile telecommunications service for the avoidance of doubt is independent of your Primary Account mobile service contract, save that as per Clause 5(d) certain interactions with the Primary Account or Qualifying Plan may result in the automatic termination of the Smartwatch Bundle agreement and you will have to pay the Device Subsidy.
- g) Roaming is not supported with the Smartwatch Bundle. If you wish to use your Device while abroad, please ensure Bluetooth is enabled and paired on both your smartphone device and your Device. You may also wish to connect your smartwatch to Wi-Fi networks. Always bring your smartphone device while travelling abroad. For more information on roaming please see www.vodafone.ie/roaming.
- h) Your agreement is with Vodafone Ireland Limited, registered in Ireland at Mountainview, Central Park, Leopardstown, Dublin 18, Ireland, under registered number 326967. For more information see www.vodafone.ie.

2) Supply of Goods

- a) Where we supply you with goods; we have a legal obligation to supply goods that conform with this contract and in accordance with the Sale of Goods and Supply of Services Act 1980 (as amended) and the Sale of Goods Act 1893 (as amended).

3) Charges and Payment

- a) By electing to pay for the Device via 24-month contract in twenty-four (24) equal instalments, your bill will be provided on a periodic basis (usually monthly) and will state the amount you owe to us and the due date of payment. By default, your bill is provided to you online via electronic format. If you would prefer to receive your bill in a paper format, please contact Customer Care and we will arrange this for you free of charge. If you opt for paper billing, this will be sent to the billing address shown on the application form (or any other address notified to us) and will be deemed received on the second postal day after the date of posting. We may for operational reasons change our billing methods and periods and issue interim bills if or where necessary. A charge may apply for additional copies of a bill, which is set out on our Charges webpage.
- b) All Charges and other payments must be paid by the due date specified on the bill. The default payment method is direct debit unless otherwise communicated to you, for more information on our other payment methods go to <https://n.vodafone.ie/support/bill-pay-hub/bill-pay/paying-your-bill.html>
- c) Where you have purchased the Smartwatch Bundle, you agree that if you fail to pay any monthly charges on time, we may take legal action against you for non-payment.

4) Termination during Minimum Term

- a) Where the Smartwatch Bundle agreement is terminated during the Minimum Term, in certain situations as detailed in Clause 5(c) and Clause 6(b), you will have to pay the sum of the monthly recurring charges (including OneNumber at Vodafone's discretion) for the time remaining in the minimum term of your Smartwatch Bundle which for the avoidance of doubt shall be calculated as follows: monthly recurring price of OneNumber multiplied by the number of months remaining of my minimum term (chargeable at Vodafone's discretion) plus the monthly watch charge multiplied by the number of months left of your minimum term at time of termination (which shall always be chargeable). Where applicable, we'll add these charges to your final bill.

5) Termination: If you want to end the Smartwatch Bundle Agreement

- a) You agree and acknowledge that the termination provisions in these Smartwatch Bundle terms and conditions rank in priority to those set out in our General Terms and Conditions of Vodafone Mobile Telecommunications Service with respect to your Smartwatch Bundle.
- b) Cooling-Off Period: If you enter a "distance" or "off-premises" contract with us under the EC (Consumer Information, Cancellation and Other Rights) Regulations 2013 you may have the right to cancel this Smartwatch Bundle agreement within your cooling off period, which expires 14 days following receipt of your goods or in the case of services, 14 days from the date your Smartwatch Bundle agreement starts. To exercise this right to cancel you must notify us before the expiry of your cooling off period and you can do this by calling 1907 or by using the cancellation form. This right is subject to us receiving the required notice, the payment of charges incurred by you prior to cancellation, and the return of all equipment provided to us. 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. You will only be liable for any diminished value of the goods resulting from the handling of goods beyond that necessary to establish their nature, characteristics and functioning. To find out more information and to access the cancellation form, please view our website: <https://n.vodafone.ie/support/orders.html>.
- c) If you want to end the Smartwatch Bundle agreement:

- i) **because you simply want to leave us**, you may do so by giving us at least 30 days' notice or by Porting your Primary Account to another mobile Network Operator. If you want to give notice, please contact Customer Care via any of the ways set out in our Code of Practice. If you Port to another mobile Network Operator, this Smartwatch Bundle agreement will terminate on the completion of the Porting process. In each case, where you terminate the Smartwatch Bundle agreement during the minimum term, you will have to pay the charges set out at Clause 4(a).
- ii) **because of the quality of our services**. If there is a significant continued or frequently recurring difference between the actual performance of our OneNumber service and the service levels set out in the OneNumber terms and conditions, you may terminate your Smartwatch Bundle or OneNumber service but you will have to pay the monthly watch charge multiplied by the number of months left of your minimum term at time of termination.
- iii) **because of changes**. If we make a change(s) to the contractual conditions of this Smartwatch Bundle agreement you will have a right to leave this agreement during the Minimum Term without any further cost (although, if you choose to keep your Device, you will have to pay the monthly watch charge multiplied by the number of months left of your minimum term at time of termination. The right to leave this Smartwatch Bundle agreement will not apply if the change(s) to the agreement are (i) exclusively to your benefit, (ii) of a purely administrative nature and have no negative effect on you, or (iii) are directly imposed by European Union or Irish law. We will notify you of change(s) to the contractual conditions of this agreement. If the right to leave the agreement arises and you then wish to exercise the right, you must provide us with notice of termination within one month of receiving the notification from us of the change(s). If we do not receive notice of termination from you within this time period, you will be deemed to have accepted the change(s).
- iv) **because of any other legal right to terminate early under European Union or Irish law**. If you have a right under European Union or national law to terminate this agreement before the end of any applicable Minimum Term, you will be able to leave us early without any further cost (although, if you choose to keep your Device, you will have to pay the monthly watch charge multiplied by the number of months left of your minimum term at time of termination.
- v) You can provide termination notice to us by contacting Customer Care.
- d) For the avoidance of doubt, your Smartwatch Bundle agreement will automatically terminate and you will have to pay (i) the monthly watch charge multiplied by the number of months left of your minimum term at time of termination and (ii) the monthly recurring price of OneNumber for the amount of time remaining on your Minimum Term (at Vodafone's discretion) if you (a) terminate or cancel your Qualifying Plan, (b) if you terminate your OneNumber service or your OneNumber service is terminated by Vodafone, (c) migrate your Primary Plan Account to a Vodafone OneNumber non-compatible price plan or (d) complete the Porting process of your Primary Account to another network provider.

6) Termination: If we want to end the Agreement

- a) We may end this Smartwatch Bundle agreement by providing 30 days' notice to you.
- b) Aside from any other provision contained in this agreement, we may, by written notice, terminate this agreement with effect from the date set out in the notice, and cease to provide payment by instalment for the Device and/ or access to the OneNumber service, where:
 - i) there is a failure by you to observe or perform any term or obligation set out in these Terms, this agreement or any relevant law;
 - ii) there is failure by you to observe or perform any term or obligation set out in our General Terms and Conditions of Vodafone Mobile Telecommunications Service with respect to your existing mobile bill-pay plan resulting in its suspension or termination;
 - iii) you supply us at any time with false, inaccurate or misleading information;
 - iv) you are adjudicated bankrupt, become insolvent or make any composition or arrangement with or assignment for the benefit of creditors; or,

- v) if for any reason we are unable to continue providing the OneNumber service.
- c) If we terminate the Smartwatch Bundle agreement under clause 6(b), during the Minimum Term, you will have to pay the monthly watch charge multiplied by the number of months left of your minimum term at time of termination.
- d) Where the Smartwatch Bundle agreement is terminated all charges will continue to accrue and be payable until the date of termination, depending on the circumstances.