

Data Roaming

The 'Only Vodafone' claim is made and is accurate as of 8th June 2017 and applied to Vodafone mobile customers only using bill pay and pay as you go plans with calls, texts and data

Vodafone Data Roaming terms and conditions

These shall be considered On Demand Services. You are advised to check the most up to date prices and terms and conditions associated with these services before using such services. The following terms and conditions of the Vodafone Data Roaming tariffs are in addition to and form part of the general terms and conditions of the Vodafone Ireland Limited ("Vodafone") mobile telecommunications service and of the Vodafone Mobile Connect Card/Data Services. In the event of any conflict the terms and conditions below shall prevail. Vodafone Data Roaming tariffs are available to mobile data customers of Vodafone ("Customers") and allow customers to download/upload data while roaming (subject to these terms and conditions via their mobile phone account).

1. Use of VoIP (Voice over Internet Protocol) is not permitted within any of the Vodafone Data Roaming tariffs and Vodafone reserves the right to impose technological or other constraints on this or related types of application.
2. Vodafone reserves the right to withdraw any of the Vodafone Data Roaming tariffs generally or from any particular Customer at any time and to vary or amend any element of these tariffs without further notice. These terms and conditions may be varied or amended by Vodafone for a valid commercial, technical or operational reason.

Connect Abroad Daily

1. The Vodafone Connect Abroad Daily Tariff is the default tariff for customers who have not used data when abroad on the APN's listed in paragraph 10 below, before 21st July 2007 or choose to pay for a time based session. The tariff is valid on all networks in the zones detailed in paragraph 8.
2. Vodafone Connect Abroad Daily Tariff is divided between 2 zones, Europe and Rest of World, as further described in paragraph 8 below. Data roaming in countries outside of these footprints will incur a data roaming charge which is specific to each network – see www.vodafone.ie for details. Different tariffs are applicable to each of the zones. Once you commence data roaming in either of the zones, the appropriate daily tariff for that zone will automatically apply. These tariffs are outlined in paragraphs 5 and 6 below.
3. Zone 1: Europe (list of applicable countries is set out in paragraph 8): For €8 ex VAT the Vodafone Connect Abroad Daily tariff consists of a data allowance of 500 megabytes (MB) which can be used for 24 hours from the first time you log on, subject to paragraph 7 below. Usage in excess of the 500MB within the 24 hours will be charged at €1 ex VAT per MB. The tariff is valid on all networks in the Europe zone where data roaming is possible.
4. Zone 2: Rest of World (list of applicable countries is set out in paragraph 8): For €15 ex VAT the Vodafone Connect Abroad Daily tariff consists of a data allowance of 100MB which can

be used for 24 hours from the first time you log on, subject to paragraph 7 below. Usage in excess of the 100MB within the 24 hours will be charged at €5 ex VAT per MB. The tariff is valid on all networks in the Rest of World zone where data roaming is possible.

5. Important: Spanning between two sessions - Where a single session continues beyond the end of a 24 hour period and continues into a second 24 hour period, the customer will be charged a further daily rate, depending on their zone, for a second 24 hour period. However any data used within the session spanning between the first and second 24 hour period will be apportioned to the first 24 hour period's data allowance. This means that if usage during this spanning session brings you above the 50MB data allowance, you will be charged for additional usage at the per MB rate appropriate to the zone you are roaming in, e.g in Europe, €1 per MB (ex VAT). Once the spanning session ends any further data usage will be deducted from MB assigned to the second 24 hour period. Eg:
 - Start Vodafone Connect Abroad Daily at 3pm on Tuesday and log off early the following morning;
 - Log on again at 2.30pm on Wednesday and end at 3.45pm. In doing this you have commenced a second Vodafone; Connect Abroad Daily period which is charged to your account and is available until 3pm on Thursday;
 - Usage within the session from 2.30pm to 3.45pm is applied to the data allowance in the first 24 hour period. If usage is over 50MB a per MB charge appropriate to the zone you are roaming in is also applied.
 - Once the session is over at 3.45pm and you then log on again within the 24 hours, usage will be applied to the second Vodafone Connect Abroad Daily allowance of 50MB.
6. The Vodafone Connect Abroad Daily Tariff applies to data usage on all networks where data roaming, using a Vodafone Ireland SIM card. is available in countries outlined below:
 - **Europe:** Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and United Kingdom.
 - **Rest of the World:** Albania, Argentina, Australia, Bahrain, Bermuda, Brazil, Canada, China, Columbia, Egypt, Guadeloupe, Hong Kong, Iceland, India, Indonesia, Israel, Jamaica, Japan, Kenya, Kuwait, Malaysia, Mexico, New Zealand, Norway, Pakistan, Philippines, Russian Federation, Saudi Arabia, Serbia, Singapore, South Africa, Sri Lanka, Thailand, Turkey, Ukraine, United Arab Emirates and USA.
1. Data roaming in countries outside of these footprints will incur a data roaming charge which is specific to each network – see www.vodafone.ie for details
2. The Vodafone Connect Abroad Daily Tariff applies to usage on the following apns:

- Vodafone.office.apn
- Vodafone.isp
- Hs.vodafone.ie
- Private/Corporate APNs

Vodafone Connect Abroad Monthly Add On Bundles

1. Customers who subscribe to the Vodafone Connect Abroad Monthly Add On Bundle's can avail of a choice of 2 bundle options, either a Europe Add On or a Worldwide Add On (including Europe), as further described in paragraph 8 above. Data roaming in countries outside of these footprints will incur a data roaming charge which is specific to each network – see www.vodafone.ie for details.
2. The Vodafone Connect Abroad Monthly Europe Add On Bundle applies to data usage in all countries within the Europe Zone, as outlined in paragraph 8 above. For €45 ex VAT the Vodafone Connect Abroad Monthly Europe Add On Bundle consists of a monthly allowance of 500MB. Usage in excess of the 500MB allowance, before the start of the next billing month, will be charged on a per MB basis of €1 ex VAT per MB. The tariff is valid on all networks in Europe where data roaming is available.
3. Any data roaming usage outside of the Europe footprint will not be consumed from the bundle allowance and will be charged on a per MB basis of €5 ex VAT per MB.
4. Data downloaded / uploaded while on the Vodafone Ireland network is excluded from the Vodafone Connect Abroad Monthly Add On Bundle.
5. Once the Bundle is activated, the charge will recur monthly unless Vodafone is instructed to cancel the Bundle by the customer.
6. The Vodafone Connect Abroad Monthly Worldwide Add On Bundle applies to data usage on networks in all countries within both the Europe & Rest of World Zones, as outlined in paragraph 8 above. For €70 ex VAT Vodafone Connect Abroad Monthly Worldwide Add On Bundle consists of a monthly allowance of 500MB. Usage in excess of the 500MB allowance, before the start of the next billing month, will be charged on a per MB basis appropriate to the zone you are roaming in. In the Europe Zone a charge of €1 ex VAT per MB will apply for any consumption in excess of the 500MB allowance. In the Rest of World Zone a charge of €5 ex VAT per MB will apply for any consumption in excess of the 500MB allowance. The tariff is valid on all networks Worldwide where data roaming is available.
7. Customers cannot carry over any remaining usage allowance to the following month.
8. The Vodafone Connect Abroad Monthly Add On Bundles applies to usage on the following apns:
 - Vodafone.office.apn
 - Vodafone.isp

- Hs.vodafone.ie
- Private/Corporate APNs

Vodafone Connect Abroad Monthly Legacy Add On Bundle

1. Customers who are currently opted into the Vodafone Connect Abroad Monthly Legacy Add On Bundle will remain on that Add On Bundle until the month has expired, or the Customer requests their subscription to be cancelled.
2. If a Customer cancels their subscription to the Vodafone Connect Abroad Monthly Legacy Add On Bundle after 8th November 2008, they will not be able to sign up to the Bundle at any other date in the future.
3. For €60 ex VAT the Vodafone Connect Abroad Monthly Legacy Add On Bundle provides a monthly allowance of 200MB. Usage in excess of 200MB per month will be charged as the Standard Data Roaming tariff below in paragraph 27.
4. Data downloaded / uploaded while on the Vodafone Ireland network is excluded from the Vodafone Connect Abroad Monthly Add On Bundle. The Add On Bundle can be purchased on a once off or monthly basis.
5. The Vodafone Connect Abroad Monthly Legacy Add On Bundle applies to data usage on the following networks: Vodafone Operator networks in the following countries – Australia, Czech Republic, Egypt, Germany, Greece, Hungary, Iceland, Italy, Malta, Netherlands, New Zealand, Portugal, Romania, Spain, Sweden, UK and Mobikom in Austria, Proximus in Belgium, VIPnet in Croatia, CYTA in Cyprus, Elisa (Radiolinja) in Finland, SFR in France, Softbank in Japan (3G only), SmarTone in Hong Kong, BITE in Lithuania, LUXGSM in Luxembourg, Celcom in Malaysia, MobileOne in Singapore, SiMobil in Slovenia, Vodacom in South Africa, Swisscom in Switzerland For the avoidance of doubt, Vodafone reserves the right to amend the list of networks to which the tariff applies, whether by addition, deletion, or otherwise, at any time without further notice.
6. Data roaming on all other networks will incur a data roaming charge which is specific to each network – see www.vodafone.ie for details.
7. Customers cannot carry over any remaining usage allowance to the following month.
8. The Vodafone Connect Abroad Monthly Legacy Add On applies to usage on the following apns:
 - BlackBerry.net
 - Vodafone.office.apn
 - Vodafone.isp
 - Hs.vodafone.ie
 - Private / Corporate APN's

BlackBerry Roaming Add On

1. The BlackBerry Roaming Add On is only available to Customers who are already availing of a domestic BlackBerry service with Vodafone, either Internet or Enterprise based.
2. For €10 ex VAT per month, Customers can use up to 5MB of data usage on a Worldwide footprint as outlined in point 29 below.
3. The BlackBerry Roaming Add On applies to data usage on all networks where data roaming using a Vodafone Ireland SIM card is available in the countries outlined below (The Worldwide zone is made up of the countries in the following two zones):
 - **Europe:** Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and United Kingdom.
 - **Rest of the World:** Albania, Argentina, Australia, Bahrain, Bermuda, Brazil, Canada, China, Columbia, Egypt, Guadeloupe, Hong Kong, Iceland, India, Indonesia, Israel, Jamaica, Japan, Kenya, Kuwait, Malaysia, Mexico, New Zealand, Norway, Pakistan, Philippines, Russian Federation, Saudi Arabia, Serbia, Singapore, South Africa, Sri Lanka, Thailand, Turkey, Ukraine, United Arab Emirates and USA.
1. Usage outside of the 5MB allowance will be charged at a per MB rate specific to the zone the Customer is roaming in as outlined below:
 - Usage in **Zone 1: Europe** will be charged at a rate of €1 ex VAT per MB.
 - Usage in **Zone 2: Rest of World** will be charged at a rate of €5 ex VAT per MB.
2. Customers cannot carry over any remaining usage allowance to the following month.
3. Data downloaded / uploaded while on the Vodafone Ireland network cannot be consumed from the BlackBerry Roaming Add On.
4. The BlackBerry Roaming Add On only applies to usage on the BlackBerry.net APN

Standard Data Roaming Tariff

1. The Standard Data Roaming Tariff is the default tariff setting for Customers who have not opted into one of the bundles / tariffs described above. The tariff will apply automatically to their data usage when roaming on any network in the countries outlined in Paragraph 8.
2. The Standard Data Roaming Tariff is divided between 2 zones of Europe and Rest of World, as outlined in Paragraph 8 above. Data Usage will be charged at a rate appropriate to the zone you are roaming in, as outlined in Paragraphs 29 and 30 below. Data roaming in countries outside of these footprints will incur a data roaming charge which is specific to each network – see www.vodafone.ie for details.
3. Usage in Zone 1: Europe will be charged at a rate of 20c ex VAT per MB.

4. Usage in Zone 2: Rest of World will be charged at a rate of €5 ex VAT per MB.
5. The Standard Data Roaming Tariff applies to usage on the following applications:
 - BlackBerry.net
 - Vodafone.office.apn
 - Vodafone.isp
 - Push.ie
 - Hs.vodafone.ie
 - Private / Corporate APNs
 - Live.apn
 - Wap.apn

Mobile internet data roaming for pay as you go and bill pay customers

1. Roaming is an optional Service which allows you to use your Device on operators' networks, in foreign countries. Roaming relies on the telecommunications systems of foreign networks, over which we have no control. We cannot therefore offer any guarantees about Roaming services. Coverage areas and technologies vary between select markets, actual download speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints.
2. If you use Services from a country outside the Republic of Ireland, your use of the Services may be subject to different laws and regulations that apply in that other country. Vodafone is not liable for your failure to comply with those laws or regulations.
3. Services originated or received while outside your domestic (Republic of Ireland) coverage area are subject to roaming charges. Mobile internet data roaming charges automatically apply to all customers who access the internet on their phone while abroad, using the Live access point (live.vodafone.com). Vodafone reserves the right to make changes to access points without change to the terms of customer service.

Vodafone Passport Mobile Internet

4. Data roaming in **Europe** zone will cost €2 inc VAT per day plus the domestic daily service charge for the mobile internet service. Customers who have a domestic data bundle that includes usage on the live.vodafone.apn will pay just €2 inc VAT. Customers on Perfect Choice Access Plus 700 and MyWay Complete Plus will not incur the €2 daily charge when roaming and data (up to 50MB) will deplete from their domestic bundle. Customers who sign up to MyWay Complete Plus after 26.07.12 must opt in to Vodafone Passport Mobile

Internet to order to avail of this. Daily roaming allowance is 50MB per day. Additional usage over this limit will be charged at €1 inc VAT per MB.

5. Data roaming in **Rest of World** zone will cost €4.99 inc VAT per day for a 10MB data bundle. Additional usage outside of the daily bundle will be charged at a promotional rate of €3.63 inc VAT per MB.
6. The charges will apply to customers who have opted in to Vodafone Passport Mobile Internet and have data usage when roaming on any network in the following zones: Vodafone reserves the right to change the countries within zones from time to time for commercial or geopolitical reasons; such changes will happen without notice and it is the customers responsibility to check prior to travel.

Pay as you go customers

Europe: Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Iceland, Italy, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, UK (Incl. Northern Ireland)

Rest of World: Australia, Canada, Egypt, South Africa, Thailand, Turkey, UAE, USA

Bill pay customers

Vodafone Countries: Albania, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Guernsey, Hungary, Iceland, Isle of Man, Italy, Jersey, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, UK (Incl. Northern Ireland)

Rest of World: Antigua, Argentina, Australia, Bahrain, Barbados, Belarus, Bermuda, Bosnia Herzegovina, Brazil, Cameroon, Canada, Cayman Islands, Chile, China, Columbia, La Désirade, Dominica, Egypt, French Guiana, Ghana, Grenada, Guadeloupe, Haiti, Honduras, Hong Kong, India, Indonesia, Israel, Jamaica, Japan, Jordan, Kazakhstan, Kenya, Kuwait, Lebanon, Macedonia, Malaysia, Martinique, Mauritius, Mexico, New Zealand, Nigeria, Pakistan, Peru, Philippines, Russian Federation, Saudi Arabia, Serbia & Montenegro, Singapore, South Korea, South Africa, Sri Lanka, St. Barthelemy, St. Kitts & Nevis, St. Lucia, St Martin, St. Vincent, Tanzania, Thailand, Tunisia, Turkey, Turks & Caicos, UAE, Ukraine, US, Yemen

7. Daily charging timeframe is defined as starting at 00:00 to 23.59.59 Irish time.
8. These charges are designed for and apply to data roaming on your phone using the live.vodafone.com apn and WAP apn only.
9. Unused data cannot be carried over to the next day.
10. Where the domestic charge has been charged already domestically and the customer roams to a Vodafone country the service fee will not be charged again. Only the €2 roaming premium will be charged
11. PAYG customers must have sufficient credit to pay the roaming premium and if applicable the service fee

12. While roaming, the domestic service charge and roaming surcharge will be charged individually as single once off payments each day. Out of bundle usage will be charged per kb for usage beyond the daily allowance in the applicable roaming zone.
13. When a customer travels from the Europe zone to Rest of World zone in the same day then a new daily roaming charge and new allowance will apply for the applicable zone. Any additional usage will be charged at the rate of the active zone.
14. Customers are responsible for the management of their device configurations and should be aware that updates and connections and so are wholly responsible for any associated costs while roaming. Where a customer device is setup for automatic data updates, connections on the customers mobile are considered to be with the consent of the customer and so data roaming charges will apply.
15. To avoid unexpected data usage while roaming due to automatic updates and connections it is recommended that these be disabled whilst travelling and manual connections be made when needed. Please refer to handset manual or application settings for detailed instructions
16. If your use of the Data Services on other carriers' wireless networks ("offnet data usage") during any month exceeds your offnet data usage allowance, Vodafone may at its option terminate your access to the service, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet data usage. Your offnet data usage allowance is equal 20% of the kilobytes included with your plan.
17. Service charges while roaming do not include event charges such as charges for download of ringtones or games, and do not include the use of any data services for which a special charge is made.

Terms and conditions for Alternative Roaming Provider

Abbreviation Meaning

ARP - "Alternative Roaming Provider" means another operator providing roaming voice, texts & data while you are travelling abroad in an EU/EEA country. Alternative roaming Providers could be mobile network operators in both home and visited countries, mobile virtual network operators and resellers of mobile communication services.

SI - "Single IMSI" means the customer having the choice of choosing another operator to provide them with roaming voice, text & data services while roaming in the EU/EEA country, while keeping their SIM & mobile number.

LBO - "Local Break-out" means the customer having the choice of choosing another operator to provide them with roaming data services while roaming in the EU/EEA country, while keeping their SIM & mobile number.

Alternative Roaming Provider for Voice, Text & Data in EU/EEA countries (Also known as Single IMSI – SI)

Please note the following T&Cs are subject to an existing ARP being available to Vodafone customers and if you are on a corporate tariff and wish to use the services of an ARP please refer to your existing individual contract.

Before availing of an ARP for Single IMSI(Voice, Text & Data in EU/EEA countries) please note the following:

- A Business Account decision maker has the option to opt-out, all or some of the customers on the account, from using the service of a Single IMSI ARP.
 - If the customer requesting the ARP is on a business account they must be the decision maker or have decision maker's approval to select an ARP.
 - If a customer is in the process of a porting out they are not eligible to select an ARP.
 - If a customer changes their SIM or Mobile Number any existing agreement with an ARP will be cancelled.
 - If a customer is barred for domestic/roaming service by Vodafone they will not be able to use the Roaming services of an ARP.
1. To avail of an ARP the customer must contact an ARP to be set up for their roaming voice, texts & data.
 2. The ARP will contact Vodafone requesting the customer be provisioned with the ARP for their roaming voice, texts & data in the EU/EEA countries.
 3. If the customer is eligible, Vodafone will process the set-up request from the ARP within 24 hours of receiving a request from an ARP and inform the ARP once the request is complete. An SMS will be sent to the customer informing them that they are no longer with Vodafone for their roaming voice, texts & data in the EU/EEA countries.
 4. Choosing an ARP does not affect a customer's existing contract & terms and conditions with Vodafone.
 5. If a customer has reached their monthly roaming data spend cap and has been barred from using data roaming by Vodafone they can choose an ARP and get roaming voice, texts & data through their ARP. Vodafone will continue to implement data roaming spend cap notifications for data roaming when customers are roaming outside of the EU/EEA regulated zone.
 6. Please see below a list of countries where ARP is available. Vodafone will not send a "Welcome SMS" to any customers who visit these countries and are using the roaming voice, texts & data services of an ARP.
 7. Customers may have multiple ARP agreements but have only one Single IMSI ARP agreement active at any one point in time.

8. Customers who avail of the services of an ARP and whose current plan includes an EU roaming element will be moved to a comparable plan that does not include the roaming element on their next bill day. If the customer's current plan does not include a roaming element there will be no changes to the plan.
9. Customers who are availing of their Roaming Voice, SMS & Data with an ARP will not be charged for voice, text or data by Vodafone when they are roaming in the EU/EEA countries. You will be charged by the ARP. All other charges remain applicable to Vodafone.
10. Customers wishing to cease service with their ARP must request the termination of service from their ARP. However if termination of the ARP service is due to the customer changing their SIM or mobile number or moving to another domestic operator, it will be up to the customer to renew the ARP agreement. Vodafone will not reinstate ARP agreements in the case of port reversals. The customer has to initiate these with the ARP.

Alternative Roaming Countries & Operators 1st July 2014

- Austria
- Belgium
- Bulgaria
- Croatia
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- French Guyana
- France
- Germany
- Greece
- Guadeloupe & St Martin
- Hungary
- Iceland
- Italy
- Latvia
- Lithuania

- Liechtenstein
- Malta
- Martinique
- Monaco
- Netherlands
- Norway
- Poland
- Portugal
- Reunion
- Romania
- San Marino
- Slovakia
- Slovenia
- Spain
- Sweden
- United Kingdom

Alternative Roaming Provider for Data (Local BreakOut ->LBO)

Before availing of an LBO for data service only (EU/EEA countries) please note the following:

- A Business Account decision maker has the option to opt-out, all or some of the customers on the account, from using the data service of a LBO.
 - Vodafone customers roaming with an LBO will not be able to use the EU Internet APN if they move out of the LBO regulated zone
 - If a customer is barred for domestic/roaming service by Vodafone they will not be able to use the Roaming data services of an LBO.
1. Customers' accessing data services in EU/EEA countries provided by an LBO must configure their device to use a universal "EUInternet" APN. They will be charged by the LBO provider for using the EUInternet APN and not by Vodafone.
 2. Customers may have multiple LBO agreements when travelling abroad but only one LBO provider active at a point in time.
 3. Please see below a list of countries where LBO is available.

4. Customers availing of LBO service will receive existing “Welcome SMS” messages from Vodafone unless they are using a Single IMSI ARP for their Voice and Text services.
5. On returning home from abroad, or travelling to a non- EU/EEA country, customers are required to change their APN settings on their phone to their standard domestic APN.
6. Vodafone cannot guarantee that all devices/handsets will work with an LBO. If the customer has any concerns they should contact the LBO provider directly regarding suitable handsets.

Vodafone Mobile Connect Card/Data Services - Terms and Conditions

THIS AGREEMENT is made the date set out on the Initial Order Form completed by the parties and is made between VODAFONE IRELAND LIMITED having its registered office at MountainView, Leopardstown Dublin 18 (hereinafter “Vodafone”) AND the party named in the Initial Order Form having its address/registered office/principal place of business at the address set out in the Initial Order Form (hereinafter “You”).

IT IS AGREED AS FOLLOWS :

General

1. This document establishes the general terms and conditions applicable to Vodafone’s data products and services.
2. You may choose to avail of any Product or various combinations of the Products from time to time by completing the relevant Order Form for the Product.
3. Certain Products (e.g. EmailAnywhere, Vodafone Mail, Vodafone Business Email, BlackBerry® from Vodafone) may have additional terms and conditions applying to them (including third party license terms), please contact Vodafone or check www.vodafone.ie for details, You are strongly advised to read these in advance of using a Product, by using the Product You are confirming Your full acceptance of these additional terms and conditions.
4. This agreement is independent of any other existing contract(s) that You may have with Vodafone for the provision of voice based mobile telephony services, it applies only to the Selected Products as identified in the Order Form(s).
5. The terms and conditions set out in this agreement together with the Order Form(s) and any necessary Application Form constitute a legally binding contract between Vodafone and You.
6. These terms and conditions shall commence on the date when Vodafone first connects You to a Selected Product (“the Commencement Date”).
7. This agreement shall continue from the Commencement Date for so long as You avail of any Selected Product.

8. This agreement shall terminate simultaneously with the termination of the last Selected Product used by You. You are expressly advised that the supply of the individual Selected Products may be subject to Minimum Periods.
9. Vodafone may vary or change the agreement and/or the scope of the Selected Products for any commercial, technical or operational reason, changes shall be notified to You in advance.
10. This agreement is personal to You and may not without the written consent of Vodafone be assigned, mortgaged, charged or disposed of nor may You sub-contract or delegate any of Your obligations or appoint any third party in respect of any of Your rights or obligations hereunder save and subject to terms explicitly stating otherwise herein. Vodafone may assign this Agreement and its rights and obligations hereunder without seeking or obtaining Your consent.

Connection to Selected Products

1. Connection and use of the Selected Products shall be conditional on:
2. Your accurate completion of the Order Form(s) and Application Form(s) (where required) and the provision of such other reasonable information as Vodafone may request for any valid reason;
3. Your Equipment meeting the technical requirements applicable to the Selected Product (the technical requirements are subject to change from time to time in keeping with industry and technological advancements);
4. Your notifying Vodafone in advance of any planned changes to Your IT infrastructure or internet connectivity likely to affect the Selected Products (dependent on the changes You propose to make Vodafone may not be able to ensure continuation of the Selected Products);
5. Your timely payment of all Charges.
6. Vodafone shall endeavour to connect You to the Selected Product as soon as is possible after accepting Your fully completed Order Form however any anticipated or scheduled connection dates given by Vodafone are indicative only and cannot be taken as absolute.
7. The quality and the availability of the Selected Products over the Vodafone Network and otherwise (e.g. internet (ISP) connectivity) is subject to the same limitations that:
8. mobile telephony services are subject (as described below); and/or
9. fixed telephony and internet services are subject (as may be described in any separate agreement You have with third parties for the supply of such fixed telephony or internet services).

Products

1. Vodafone shall during the course of the Term provide You with the Selected Products. The Selected Products shall be made available to You upon the terms of this agreement and any applicable additional terms and conditions for the particular Product.
2. Vodafone's general mobile telecommunications network underlies the Selected Products. Vodafone shall during the Term of the Selected Product (where appropriate to the Selected Product) provide You with access to the Vodafone Network. The quality and the availability of the Vodafone Network 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.
3. Vodafone does not represent or warrant that the operation of any Selected Product, SIM Cards or the Vodafone Network will be uninterrupted, timely, secure or error-free or that it will meet any of Your specific requirements. In particular Vodafone does not represent or warrant that Data and/or SMS (whether over GSM, HSCSD, 3G, GPRS or WLAN) will not be dropped, Network connections will not be lost, transmission of Data and/or SMS shall occur at any particular speed or that all traffic can or will be transmitted by the Network.
4. Vodafone does not accept responsibility for the security of connections over any technology. In particular Vodafone does not accept responsibility for the security of connections to the Selected Products, of internet connections or of Your Equipment. You use any data or network connection at Your own risk and You are solely responsible for adopting such appropriate security measures against unauthorised access to and interference with Your Equipment, associated software, hardware and data (whether transmitted or received by You) as You deem necessary. The availability of connection to the Selected Products may depend on Your Equipment, Vodafone makes no representation or warranty in respect of the suitability or quality of Your Equipment.
5. You acknowledge that certain Selected Products or some functionality of Selected Products (e.g. accessing Vodafone Mail/ EmailAnywhere over the internet) may not be available to You in the event that You are denied access or are unable to access Your Equipment and/or the internet. Vodafone shall not be responsible for Your inability to use the Selected Products in these circumstances. You acknowledge that access to certain Selected Products is dependent on the connectivity of Your Equipment to either the internet or the Vodafone Network and that this connectivity is dependent on factors outside of Vodafone's control.
6. Vodafone may modify or suspend a Selected Product 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 to do so by an authorised authority. All reasonable efforts shall be made to minimise such disruptions to the Selected Product. You shall remain liable for any Charges incurred during any such disruptions unless Vodafone agrees otherwise.
7. Vodafone reserves the right, without prejudice to any other provisions of this Agreement, to issue such reasonable instructions concerning the use of the Selected Products 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 that Vodafone reasonably deems appropriate.

8. In order to connect to new Selected Products, You (or for corporate/business customers, Your authorised personnel (i.e. Account Contacts)) shall be required to complete the appropriate Vodafone Order Form and, where applicable, the relevant Application Form. Each Selected Product may have an applicable minimum contractual term i.e. a Minimum Period.
9. You are solely responsible for the installation of the Licensed Materials, the configuration of Your Equipment and Your internet connectivity, Vodafone will not be liable for anything pertaining to these matters.
10. Vodafone may maintain a list of recommended system integrators, should You wish to avail of their services, Your contractual arrangements (if any) between You and these parties will be a matter solely for You and them, Vodafone makes no representation or warranty in this regard and Vodafone will not be liable for any matters pertaining to the acts or omissions of these systems integrators.

Account Administration – Business/Corporate Customers

1. If you are dealing with Vodafone as a business or corporate customer You will be required to supply Vodafone with the identity of person(s) within Your organisation to be nominated as Your “Account Administrator” and Your “Account Contact”.
2. Your Account Administrator will be Your sole point of contact with Vodafone for technical matters relating to the Selected Products, only the Account Administrator can contact the technical support line provided by Vodafone. You must agree the identity of Your Account Administrator with Your Vodafone account manager.
3. Your Account Contact will be the principal point of contact with Your Vodafone account manager for non-technical issues.

License(s)

1. In order to use certain Selected Products You must enter into licence agreement(s) in respect of the Licensed Materials , certain of these Licensed Materials are owned by third parties. You must comply with the terms of any relevant Licence at all times. The terms of the relevant Licenses are available on request from Vodafone. By placing an Order Form for a Selected Product You confirm your acceptance of the applicable License provisions. It is a condition of Your signing this agreement that You have accepted the relevant License terms for the Selected Products as selected by You on the Initial Order Form.
2. Upon first installation of the Licensed Materials (either by You or your sub-contractors, if applicable) You may be asked to re-confirm Your acceptance of the License by means of ‘click wrap’ or ‘web wrap’ license, You may at that stage be offered the opportunity to reject the License however by signing this agreement or completing an Order Form You accept that you are accepting the relevant License terms and any ‘Click Wrap’ or ‘Web Wrap’ offer to reject to License at that stage is null and void and over-ridden by Your signing of this

agreement or Your subsequent submission of a completed Order Form for the Selected Product.

3. The Licensed Materials must be installed at a location within the Territory. You shall advise Vodafone of the location of the installation upon request. If installation is required outside of the Territory You must obtain Vodafone's prior written consent to such installation.
4. You acknowledge and agree that the Licensed Materials and all copyrights, trademarks and other intellectual property rights in the Licensed Materials are the exclusive property of Vodafone or Vodafone's third party licensors and You shall not do or permit anything to be done to infringe or violate such property rights or title. You shall notify Vodafone immediately if You become aware of any unauthorised use of the whole or any part of the Licensed Materials.
5. Upon installation, the Licensed Materials shall provide Your Users with basic Selected Product functionality. No installation, configuration or systems integration services or training are provided under this agreement.

Use of Service & Users

1. You may only use the Selected Products for up to and including the number of Users accepted by Vodafone and for whom You discharge the Charges. Details of proposed users including name, mobile number (MSISDN) and device details must be submitted to Vodafone. Only Users may use the Selected Products. If Your usage of the Selected Products exceeds the permitted number of Users, Vodafone may, at its sole discretion invoice You at its standard rates for all users exceeding Your User limit, alternatively Vodafone may suspend, restrict or terminate Your access to the Selected Product immediately. Vodafone reserves the right to conduct remote audits of Your usage of the Selected Products, by agreeing to this agreement You hereby expressly consent to same.
2. Certain hardware (including but not limited to Your Equipment) is necessary for You to be able to use the Selected Products (e.g. data cards, mobile handsets, PDAs, laptop computers, etc). It is Your responsibility to obtain, install and maintain any such hardware and to ensure that it is technically compatible to use with Your Equipment and the Selected Products.

Content

1. Vodafone shall not be responsible or liable for any content of messages sent or received by You (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 content transmitted over the Vodafone Network. Your reliance on or use of content is at Your sole risk. Recipients of certain content (in particular, multi-media messages) from You may only be able to fully access it if the receiving Equipment has the necessary functionality.
2. You acknowledge and accept that content may be protected by copyright, trademark or other intellectual property rights. You accept and agree that Your content may be

manipulated, distorted, adapted, modified, stored or forwarded by those who receive it without restriction on wireless networks and the internet. Vodafone shall not be responsible or liable for such acts. You agree not to manipulate, distort, adapt, modify or forward any content without the prior consent of the holder of the rights in such content. You waive any right to be identified as the author of content and the right not to have content subject to derogatory treatment by others.

3. You may, depending on the functionality of Your Equipment and the Products selected by You, be able to store content in storage libraries hosted by Vodafone. Storage libraries may be password protected, in which case the provision relating to account security set out below shall also apply to such libraries. You 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 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 content from storage libraries for legal reasons. There may be a charge for uploading or downloading content to and from storage libraries hosted by Vodafone or other third parties, which shall be based on the volume of such content and/or the airtime transmission. Vodafone shall be entitled to delete the contents of storage libraries after the termination of this agreement or if the storage library has not been accessed for a period of 6 months.
4. You may be advised of certain restrictions relating to the storage, manipulation and forwarding of certain content and You shall be responsible and liable for any failure to comply with such restrictions.

Change of Users

1. A new Order Form must be submitted to Vodafone for any additional Users or Products, Vodafone reserves the right to accept or reject any Order Form submitted. Subject to Vodafone's discretion to accept or reject new Users, on termination of a User's account You may substitute a new User for the User terminated.

Account Security

1. Before using certain Selected Products for the first time You will be required to register with Vodafone. You must immediately inform Vodafone of any changes to the information supplied by You to Vodafone during registration. If Your underlying access to the Vodafone Network is terminated or suspended for any reason You will no longer be entitled to use the Selected Product.
2. You and Your Users are entirely responsible for maintaining the integrity and security of any accounts granted to You for use with a Selected Product. When You register for a Selected Product You will be supplied with a login password. You and Your Users must change login password on first login.
3. You must take all necessary steps to ensure Your password(s) is kept confidential, used properly and not disclosed to other persons. You agree to notify Vodafone immediately if

Your password 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.

4. If You forget or lose Your password, You should contact Vodafone and satisfy such security measures as Vodafone may require before Your password will be re-issued or a new password assigned. Vodafone reserves the right at its absolute discretion to require You to change any password used by You in connection with a Selected Product. The requirements relating to passwords above will also apply in respect of PINs if the option of using PINs is available to You and Your Users.

Customer Obligations

1. You are responsible for the acts and omissions of all Users using the Products(s).
2. Without prejudice to any other provision of this agreement, You agree that neither You nor any User of a Selected Product shall:
3. use or permit the use of the Equipment or the Selected Products for any improper, indecent, obscene, unlawful, harmful, unauthorised or fraudulent purpose or to cause any injury, offence or annoyance to any person or to send unsolicited commercial messages (spam) to any person;
4. use or permit the use of the Equipment or the Selected Products so as to cause the operation of the Vodafone Network or the quality of the Selected Products to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;
5. incite, encourage or induce members of the public to call or transmit data to a particular number, address or destination simultaneously where this may adversely affect the Selected Products, the Vodafone Network or any telecommunications or IT network or system;
6. use the access to the Vodafone Network provided as part of the Selected Products for any purpose other than the transmission of Data and/or SMS;
7. use the SIM Cards provided under this Agreement for any purpose other than availing of the Selected Products and in particular You shall not use the SIM Cards in any manner to provide services similar to those described herein to a third party or for the routing of any third party call traffic.
8. Without prejudice to any provision of this agreement, You further agree to:
9. comply with all laws, regulations and user guides governing use of the Selected Products and to remain solely responsible for the manner in which the Selected Products are used;
10. comply with all reasonable instructions or requests of Vodafone or an authorised authority, in particular as to the manner of using the Selected Product and in relation to the investigation of any offences;

11. be solely responsible for all acts and omissions of all persons, authorised or unauthorised, who may use the Selected Products and SIM Cards;
12. only use Vodafone approved Data Devices;
13. promptly notify Vodafone of any change of address or required cessation of a Selected Products;
14. immediately inform Vodafone if any Vodafone owned Equipment is lost, stolen or damaged;
15. immediately inform Vodafone if You become aware of any unauthorised use of any Selected Product or SIM Card;
16. take all reasonable steps to prevent tampering with the SIM Cards;

Charges

1. Subject to Clauses 47 to 49 (inclusive) You will be entitled to avail of the Rates for the Selected Products. For consumer/personal customers Vodafone shall normally offer a range of tariff plans, Vodafone may from time to time vary the Rates (and applicable tariff rules), Vodafone reserves the right to cease offering and/or replace tariff plans and existing tariff plans may not always be available. You are strongly advised to read and familiarise yourself with the Rates and any tariff rules applicable thereto before completing this agreement or any Order Form for Products.
2. It is a condition of the application of the Rates to calls made in connection with a Selected Product that:
3. the User of the Selected Product is either You or Your employee;
4. the data transmitted in the call is transmitted from Equipment owned by You, is not transmitted from any form of central server and the origination and termination of the call is directly and solely within Your control or the control of Your User;
5. the data content of the call is directly originated by You or your User;
6. the call is not originated by an Unauthorised Device.
7. In the event that:
8. call traffic not related to a Selected Product is generated on a SIM Card supplied for that Selected Product; or
9. the User of a Selected Product is not You, Your authorised User; or
10. the use is not in compliance with Clauses 47 (a) to (d); then Vodafone's highest published retail rates will apply to such call traffic and You are expressly advised that these rates may be applied retrospectively in respect of any invoice previously issued where misuse of the Selected Product is subsequently discovered.
11. You are expressly advised that the SIM Cards and Rates have been provided strictly for the Selected Products.

12. Vodafone may from time to time require You to confirm that all use of the Selected Products is in compliance with clauses 47, 48, and 49, failure to provide such confirmation will entitle Vodafone at its sole discretion to suspend or terminate this agreement.

Fulfilment – Business/Corporate Customers

1. Business or corporate requirements for Equipment (if required by You) may be fulfilled either by Direct Fulfilment or Retail Fulfilment.
2. If You have selected Retail Fulfilment You will be obliged to sign a standard Vodafone “Business Application Form” (“the Form”) each time You want to acquire Equipment and/or Selected Products from Your chosen Vodafone retail agent. The Forms state that the application is subject to the terms and conditions appearing on the reverse side of the Form, You expressly agree that the Form is to be used solely as an application and processing device (for Vodafone information and sales processing purposes) and that the terms and conditions appearing thereon are expressly excluded and that for each Retail Fulfilment application for Equipment and/or Selected Products made by You, that the terms and conditions set out herein shall apply.

Roaming

1. You may use certain Selected Products 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 all call traffic in connection with use of a Selected Product outside the Territory. Please refer to Vodafone’s current tariff rules for details, contact Vodafone for details or if You are a business/corporate customer, ask Your account manager.

Support

1. Vodafone will provide limited technical support in the form of an advice line for the Selected Products. For business/corporate customers this support team may only be accessed directly by Your nominated Account Administrator.

Risk and Title

1. All risk in any Vodafone owned Equipment supplied to You shall be borne by You from the time You are supplied with same until such time as You safely return the Equipment to Vodafone’s possession (and safe receipt is confirmed by Vodafone).
2. Title to such Equipment as is the property of Vodafone shall at no time pass to You and You shall ensure that all Equipment in Your possession that is the property of Vodafone is clearly marked as being the property of Vodafone. Without prejudice to the generality of the foregoing You shall not attach any asset identification tag or similar marking device to any Equipment that is the property of Vodafone.

Billing

1. You shall be liable for all Charges incurred through the use of the Selected Products calculated according to the Rates and for all costs incurred in enforcing this agreement

including administrative costs and the cost of collecting any payments. If Vodafone Equipment or SIM Cards are lost or stolen, You shall remain liable for all Charges incurred until Vodafone is so informed.

2. You acknowledge that the Charges may incorporate any or all of the following depending on the Selected Products chosen by You:
 3. rental or purchase charges for Data Devices;
 4. recurring monthly “line rental” charges for connection to the Vodafone Network;
 5. call charges for all Data and/or SMS traffic transmitted over the Vodafone Network;
 6. recurring or once off Service Charges;
 7. charges applied pursuant to clause 48.
8. Please note that calls over certain technologies (e.g. GPRS) are charged on the basis of the volume of data sent and received by Your Equipment over the Vodafone Network. Vodafone’s determination of the volume of data shall be conclusive. Minimum charges based on set minimum volumes per transmission or GPRS connection to the Network apply.
9. All invoices shall be sent to Your billing address as set out in the Order Form (or as otherwise agreed with Vodafone) and shall be deemed received 48 hours after the date of posting. 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.
10. All Charges and other payments must be paid by the Due Date.
11. 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 Parties expressly acknowledge and agree that this clause 62 is in substitution of and in place of any statutory entitlement to interest on late payments.
12. You may also be liable for all traffic charges incurred through the use of the Selected Products on non-Vodafone networks (e.g. Your ISP or fixed line service provider may levy charges for internet access).
13. The functionality of the Selected Products may be upgraded from time to time, depending on the nature of the upgrade there may be additional charges payable to Vodafone to avail of such enhanced functionality.

Suspension and Termination

1. Vodafone may, without notice, suspend any or all Selected Products where:
2. there is a failure to pay Vodafone any sums on the Due Date, notwithstanding the issue of any invoices thereafter; or

3. Vodafone reasonably believes that You are unable or unwilling to comply with payment obligations, represent a credit risk or exceed any limit on Charges imposed by Vodafone or if Vodafone is unable to contact You following reasonable efforts; or
4. You fail to observe any term or obligation set out herein (and in particular Your obligations referred to in Clauses 43 to 45 (inclusive)) or any relevant law; or
5. You make changes to Your IT infrastructure or internet connectivity that affect the Selected Products to the extent that Vodafone is no longer able to ensure continuation of the Selected Products.
6. During any period of suspension You shall remain liable for all Charges incurred unless Vodafone agrees otherwise. Vodafone reserves the right to decline to reconnect terminated services to the Vodafone Network and/or to levy a fee for any reconnection of suspended or terminated connections or to require revised payment terms (including security payments).
7. Subject to Your payment of any applicable Cancellation Charges any individual Users subscription to a Selected Product may be terminated by either party by giving to the other at least twenty-eight (28) days written notice.
8. Subject to Your payment of any Cancellation Charges this entire agreement may be terminated by either party giving to the other at least three (3) months written notice.
9. Notwithstanding any other provision contained herein, Vodafone may terminate this Agreement with effect from the date set out in any notice sent to You or if the circumstances are deemed sufficiently serious by Vodafone forthwith and Vodafone may thereupon cease to provide the Selected Products to You where:
 10. there is a serious failure by You to observe or perform any term or obligation set out herein; or
 11. You fail to rectify a situation which has given rise to a suspension within 14 days of the suspension being imposed; or
 12. You supply any false, inaccurate or misleading information to Vodafone; or
 13. You are adjudicated bankrupt, become insolvent or make any composition or arrangement with or assignment for the benefit of creditors;
 14. any meeting of Your creditors is called pursuant to Section 266, Companies Act, 1963 or if You enter any liquidation or have a receiver of Your 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.
15. Where a notice of termination of this agreement is issued by either party hereto, all Charges will continue to accrue and be payable until the date of termination. Vodafone may issue You with an invoice subsequent to termination in the event that Charges become known to Vodafone after disconnection (e.g. roaming charges submitted to Vodafone after Vodafone's "final" invoice has issued to You).

16. Upon suspension or termination of this agreement, Vodafone shall disconnect all connections to the Vodafone Network. Upon the suspension or termination of a particular User's subscription, Vodafone shall disconnect that particular connection only from the Vodafone Network.
17. Where Vodafone exercises any of its powers under Clauses 65 to 71 (inclusive) such exercise shall not prejudice or affect the exercise of any other right or remedy which may be available to Vodafone.

Reviews of Usage – Corporate Customers

1. Corporate/Business Rates for some Products set are calculated by reference to Your number of connections to the Vodafone Network and Your usage (either estimated or actual) of the Product. For such Products Vodafone and You shall review number of connections and the usage on a quarterly basis. You agree that if the number of connections or Your usage increases or decreases over any quarter period the Rates shall be revised in accordance with Vodafone's tariff plans.

Confidentiality

1. Each party shall at all times during the term of this agreement and after its termination keep all information received by it from the other party (the "Disclosing Party") which is by its nature confidential or secret ("Confidential Information") in a safe and secure place and shall not use that Confidential Information for any purpose other than the purpose for which it was disclosed to that party ("the Receiving Party) and shall not disclose such Confidential Information of the Disclosing Party to any third party otherwise than in accordance with this clause or with the prior written consent of the Disclosing Party. For the avoidance of doubt and without limitation the Rates shall be treated as Confidential Information. Subject to the foregoing, the Receiving Party may disclose Confidential Information in the following cases:
2. where it is lawfully requested by any Governmental or regulatory authority or any other person entitled by law to have access to it, provided that the Disclosing Party shall be informed of such disclosure before it is made and afforded a reasonable opportunity to seek relief therefrom;
3. or where such information is at the date here of or hereafter becomes public knowledge through no fault or breach of this agreement by the Receiving Party.
4. Nothing in this agreement shall prohibit or limit the right of Vodafone to share such Confidential Information with its parent company Vodafone Group Plc and other Vodafone group companies.

Exclusion of Liability

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:
2. any failure, interruption, delay, suspension or restriction in providing the Selected Products to You 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;

3. any unlawful or unauthorised use of or access to the Vodafone Network, Selected Products, Licensed Materials or Equipment by You or third parties;
4. any claim arising out of any act or omission by You or Your Users, employees, servants or agents;
5. any valid suspension of the Selected Products or termination of this agreement;
6. any loss, theft or malfunction of any SIM Card or Equipment;
7. 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 3G or GPRS connections being lost for any reason;
8. 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 You “deal as a consumer” within the meaning of the Sale of Goods and Supply of Services Act, 1980.
9. 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.
10. 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 for any claim or series of related claims arising in any one year to You pursuant to this agreement shall not exceed the greater of the total Charges paid by You per annum or €1,500.00.
11. Vodafone shall exercise such reasonable skill and care in the provision of the Selected Product(s) as may be expected of a reasonably competent mobile telecommunications operator. Except as expressly provided in the agreement, all conditions, terms, warranties and representations whether express or implied by law in relation to the provision of the Selected Products are excluded to the fullest extent permitted by the applicable law.

Your Information

1. Your 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, You explicitly consent to the use of this 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. Personal information will be retained for a reasonable period of time in a secure environment in accordance with Vodafone's privacy policies. Please note that calls to Vodafone customer care may be recorded for training and quality control purposes. Vodafone will find it necessary to disclose certain customer information to other licensed telecommunications operators and Vodafone's agents for the purposes providing its services and also to third parties (including credit bureaux and other telecommunications operators) for the purpose of credit referencing, fraud prevention, debt collection and insurance claims processing. Personal data is not otherwise disclosed to third parties, save where required or permitted by law. Vodafone or Vodafone agents may from time to time contact You by post, telephone, e-mail or text message regarding details of specific promotions or information on various Vodafone products or services. You hereby explicitly consent to such contact. If You do not wish to receive details of such promotions, You should contact Vodafone customer care.

Miscellaneous Provisions

1. This Agreement shall not be deemed to create any partnership, joint venture, agency or contract of employment between the parties. Neither party shall commit or endeavour or purport to commit the other to any legally binding obligation or agreement or hold itself out as being able so to commit the other without the specific consent in writing the other.
2. You shall not without the prior consent of Vodafone employ sub-agents or sub-contractors to perform all or part of Your obligations hereunder. In the event that such consent is obtained, every act or omission of the sub-agent or sub-contractor shall for the purposes of this agreement be deemed to be an act or omission of Yours.
3. Any notice of termination to be given shall be in writing and delivered or sent by ordinary post or by facsimile transmission to the addresses given in the Order Form or any agreed facsimile number or such other address or number as may have been subsequently notified and any such notice shall be deemed to have been served (if delivered) at the time of delivery, (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile) upon the expiration of 12 hours after dispatch.
4. If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement which shall remain in full force and effect.
5. If either party is affected by Force Majeure, it shall notify the other party of the nature and extent thereof as soon, as is reasonably practicable. Neither party shall be deemed to be in breach of this Agreement or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any event of Force Majeure of which it has notified the other party. If the Force Majeure in question prevails for a continuous period in excess of one (1) month the parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

6. No failure or delay of Vodafone to exercise any power given to it hereunder or to insist upon Your strict compliance with any obligation or condition of this agreement and no custom or practice of the parties at variance with the terms of this agreement shall constitute a waiver of any of Vodafone's rights hereunder.
7. This agreement constitutes the entire agreement between the parties in respect of the subject matter hereof and it supersedes and replaces any prior written or oral agreement, representation or understandings between them relating to such subject matter. The parties confirm that they have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement. Vodafone reserves the right at any time without liability and without compensation to alter or replace a mobile phone number (MSISDN) allocated to a SIM Card or any other name, code, email address or number whatsoever associated with a Selected Products.
8. Vodafone shall issue You with and license You to use a Vodafone SIM Card with certain Selected Products 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 You for the cost of checking, repairing or replacing any SIM Card.
9. If You choose to port the MSISDN assigned to You to another mobile network, this will serve as termination of Your contract(s) for the Selected Products (and will be subject to all clauses that come into effect on termination). Porting is subject to terms and conditions and You are strongly advised to read these prior to porting. You are expressly advised that on termination/porting the network that You port to may not be in a position to offer or support the Selected Products and the Selected Products may no longer be available to You. You are expressly advised that requests to port off the Vodafone Network may be declined by Vodafone in the event that Your account is in arrears.
10. Unless otherwise expressly provided herein, no amendment may be made to this Agreement without the agreement of both parties which agreement shall be recorded in writing and appended to this agreement.
11. This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereto shall submit to the exclusive jurisdiction of the Irish Courts.
12. This Agreement may be executed in any number of counterparts which together shall constitute one agreement.

Vodafone Business Passport

1. The tariff tables are designed as a guide for you to calculate your roaming charges. All Prices are displayed in Euro per minute but may change without notice
2. All Vodafone calls will be subject to a call connection fee of 79c inc VAT. However, for Business Passport customers travelling to UK and Northern Ireland no call connection fee will apply.

3. A minimum call charge of 1 minute applies. After 1 minute, calls are charged at 30 second increments. Call rounding may vary.
4. It is Vodafone's policy not to charge Customers for diverted voicemail calls received by Customers while roaming internationally. However, there may be rare occasions where, due to circumstances beyond Vodafone's control, this technically will not happen and Customers will be charged for diverted voicemail. In such circumstances, upon receipt of a request from a Customer, Vodafone will reimburse the entire amount charged for such diverted voicemail calls.
5. These rates apply only to voice calls made and received while roaming in Vodafone Passport countries. Calls to 171 Voicemail and 1907 Customer Care will only be charged the call connection fee.
6. Vodafone Passport does not apply to SMS messages, data transfer, calls to premium rate numbers and excludes special offers.
7. Vodafone Business Passport is only available to customers on Wireless Office & Wireless Office Share price plans
8. International calls made while roaming e.g. making a call on VF Spain network which terminates in France, will default to the [standard Vodafone World rates](#).
9. Vodafone Business Passport will only be available when roaming in the following selected countries: UK (excluding Channel Islands), Guernsey, Isle of Man, Jersey, Spain, Greece, Netherlands, Italy, Portugal, Germany, Malta, Sweden, Hungary, Albania, Australia, New Zealand, Japan, Switzerland, Belgium, France, Czech Republic, Romania, Lithuania, Estonia, Slovakia, Slovenia, Finland, Norway, Cyprus, Croatia, Bulgaria, Austria, Luxembourg, Denmark, Turkey, Latvia, Poland and Iceland.
10. Any bundle minutes included in the eligible Wireless Office plans cannot be used whilst roaming. Whilst customers on the eligible Wireless Office plans making a call back to Ireland will receive their normal out of bundle domestic rates as split by peak/off-peak and on-net/off-net where applicable. This does not apply to customers on unlimited or bespoke tariffs as these tariffs will have a different specified rate per minute for calls made while roaming.
11. Charges for premium rate and satellite calls will be exempt from Business Passport. Charges for these calls will vary according to the cost charged by the foreign network operator and exchange rate fluctuations and may include minimum charges. A network-handling fee will be applied to these calls.
12. Vodafone cannot guarantee access to or coverage within any foreign country. If you are unable to receive access to a Vodafone Preferred Network, you may obtain access to another foreign network operator in that country.
13. For excessive or unreasonable usage of Business Passport, Vodafone refers the customer to the Fair Usage Policy on the website.

14. Vodafone may vary or change the Terms and Conditions of the Contract for any commercial, technical or operational reason and any material changes shall be notified to the Customer in advance.
15. These terms and conditions are in addition to the general terms and conditions of the Vodafone service. Please see our website for details.

Vodafone World (from April 26th 2016)

Vodafone World terms & conditions (bill pay) from April 26th 2016

1. Vodafone World tariff tables are designed as a guide for you to calculate your roaming charges. All prices are displayed in Euro per minute and are accurate as of 1st July 2014, but may change without notice.
2. All Vodafone World voice, text and data rates displayed to the nearest cent are inclusive of VAT at 23% as displayed on <https://www.vodafone.ie/roaming/calls-texts/>
3. It is Vodafone's policy not to charge Customers for diverted voicemail calls received by Customers while roaming internationally. However, there may be rare occasions where, due to circumstances beyond Vodafone's control, this technically will not happen and Customers a Customer, Vodafone will reimburse the entire amount charged for such diverted voicemail calls.

Roaming in Vodafone World Europe Zone

4. Making a call will be subject to a minimum charge of 30 seconds and thereafter will be charged on a per second basis. Receiving a call will also be charged on a per second basis.
5. When making a call you will use your domestic allowance or pay the same rate that you pay at home plus 5c ex VAT per min up to a maximum of 19c. If your home rate is greater than 19c, the additional 5c will not be charged and you will pay your home rate only.
6. For receiving a call you will pay your home rate plus 1.14c ex VAT per min.
7. Sending a text you will use your domestic allowance or pay the same rate that you pay at home plus 2c ex VAT per text up to a maximum of 6c. If your home rate is greater than 6c, the additional 2c will not be charged and you will pay your home rate only. Receiving a text is free.
8. Using data you will use your domestic allowance or pay the same rate that you pay at home plus 5c ex VAT per MB up to a maximum of 20c ex VAT, charged in KB increments. If your home rate is greater than 20c, the additional 5c will not be charged and you will pay your home rate only.

Roaming in Vodafone World USA & Canada and Rest of World zones

9. When roaming in Vodafone World USA & Canada and Rest of World zones you will be charged on a per minutes basis for both making and receiving calls.

10. Vodafone World rates apply to GSM networks only.
11. Charges for premium rate and satellite calls will vary according to the cost charged by the foreign network operator and exchange rate fluctuations, and may include minimum call charges. A network handling fee will be applied to these calls.
12. Vodafone cannot guarantee access to our coverage within any foreign country. If you are unable to receive access to a Vodafone Preferred Network, you may obtain access to another foreign network operator in that country. If so, you will be charged accordingly.
13. These terms and conditions are in addition to the general terms and conditions of the Vodafone service.