

## **Vodafone Mobile Broadband Performance Plus Terms and Conditions (from June 13 2011)**

The following terms and conditions apply to use of the Vodafone Mobile Broadband service and are in addition to and form part of the general customer terms and conditions of the Vodafone Ireland Limited ("Vodafone") that relate to the use of Vodafone mobile telecommunications services. These terms and conditions are to be considered Core Terms and Conditions. In the event of any conflict between these terms and conditions and the terms and conditions set out above these terms and conditions shall prevail in respect of the Vodafone Mobile Broadband Service.

Customers should note that the Vodafone Mobile Broadband Tariff is only available to mobile data customers of Vodafone Ireland ("Customers") and allows Customers data usage services (subject to these terms and conditions) via their mobile phone account.

1. Vodafone Mobile Broadband Tariff shall be made available to the Customer from the next bill day following sign up.
2. A monthly data download allowance of 15 gigabytes (Gb) applies. Usage in excess of 15Gb per month will be charged at 2c (VAT Inc.) per megabyte.
3. Vodafone reserves the right to take such action as it considers reasonably necessary, including (but not limited to) imposing a usage bar, suspending or terminating access to the Vodafone Mobile Broadband service where Vodafone (as it in its sole discretion shall determine) considers that:
  1. such action is in the Customer's best interests,

including (but not limited to) avoiding unusually or excessively high billing invoices;

2. the Customer represents a credit risk to Vodafone;
3. a Customer's use of the service is or is potentially:
  1. fraudulent or illegal; or
  2. adversely affecting the Vodafone Network or other Vodafone customers' ability to use or access other Vodafone services provided using the Vodafone Network.
4. Vodafone reserves the right to withdraw the Vodafone Mobile Broadband Tariff generally or from any particular Customer at any time and to vary or amend any element of the Vodafone Mobile Broadband Tariff at any time without further notice. These terms and conditions may be varied or amended by Vodafone for any valid commercial technical or operational reason.
5. Any unused data within a monthly data download allowance can not be carried over from one month to the next.
6. Data Roaming is excluded from the Vodafone Mobile Broadband Tariff.
7. The same return policy applies for new and 'As New' Modems.
8. If for any reason you wish to return your Vodafone Mobile Broadband modem to the store, you can do so within 7

days and receive a full refund. You will also receive a full refund of your first month's 3G Broadband Price Plan and no termination charges will apply. Just remember that, in order to avail of this returns policy, the modem must not be faulty due to damage caused to it whilst in your possession and must be returned complete with proof of purchase, packaging, cables, software CD and user guide.

9. Mobile broadband performance is subject to network coverage and availability. Unless otherwise stated any speeds referenced are maximum achievable speeds and actual broadband speed may vary based on a number of factors.
10. Vodafone reserves the right to offer priority to users on other preferential tariffs in priority to this tariff plan.