Vodafone BlackBerry Service 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 wireless communications solution supplied by Vodafone providing "push" access to email and other corporate and non-corporate data via a qualifying BlackBerry ® device or device that supports the service. BlackBerry®, RIM®, Research In Motion®, SureType®, SurePress™ and related trademarks, names and logos are the property of Research In Motion Limited and are registered and/or used in the U.S. and countries around the world. Used under license from Research In Motion Limited.

- 1. The following terms and conditions of the Vodafone BlackBerry ® Service are in addition to the terms and conditions applicable to the Tariff (as hereinafter defined) and any addons and form part of the general terms and conditions of the Vodafone Ireland Limited ("Vodafone") mobile telecommunications service. In the event of any conflict the terms and conditions below shall prevail. The Vodafone BlackBerry ® Service is only available to mobile customers of Vodafone ("Customers") and allows Customers access to the Vodafone BlackBerry ® Service (subject to these terms and conditions) via their mobile phone account.
- 2. The Vodafone BlackBerry ® Service is available only to post-paid customers of Vodafone and who are subscribed to a qualifying Vodafone post-pay tariff (as determined by Vodafone from time to time) ("the Tariff"). The customer must also have a qualifying BlackBerry ® device or device that

- supports the service. You must meet these criteria to avail of the Service.
- 3. Customers can only avail of the Vodafone BlackBerry ® Service if they are signed up to the Perfect Choice Access package plan (see separate terms and conditions) or have signed up to on of the BlackBerry ® data addon bundles (Internet and Enterprise) (the "Add-On Bundles") set out below:

Service	Data Allowanc e	е	Contrac t Length*	Out of bundl e rate (ex. VAT)
BlackBerr y ® Internet Service	1GB	€15	1 month	1.65c per Mb
BlackBerr y ® Enterprise Service Express	1GB	€20	1 month	1.65c per Mb
BlackBerr y [®] Enterprise Service	1GB	€30	1 month	1.65c per Mb

- 4. Vodafone reserves the right to withdraw the BlackBerry ® Tariffs either generally or in respect of any particular Customer at any time and to vary or amend any element of the tariffs at any time without further notice. These terms and conditions may be varied or amended for any valid commercial, technical or operational reason.
- 5. *Add-On Bundle contract length will be 1 month with 30 day cancellation notice, unless separate handset Terms and Conditions apply. In the event of conflict the handset contract term shall apply.

- 6. No bundle cancelation fees apply unless applicable as per clause 5.
- 7. Use of the BlackBerry Access Point blackberry.net (APN) which provides access to email, external websites and BlackBerry ® supported data services either on a BlackBerry device or a device that supports the BlackBerry data, requires an appropriate Vodafone BlackBerry ® tariff or Add-On Bundles as described in clause 3 above. The exact tariff or Add-On Bundle to apply may be determined by the customer's status profile on the RIM infrastructure. A tariff is required to access the Vodafone BlackBerry ® Service which enable customers to send and receive emails. A session starts when a customer first connects to the Vodafone BlackBerry ® Service and ends when a customer disconnects from the Vodafone BlackBerry ® Service . The BlackBerry® browser icon or any specific application browser icon loaded on the customer's BlackBerry® at the time of purchase must be used to access the internet to ensure data usage is taken out of the included data awarded with the tariff. Accessing the mobile internet through any other icon such as Vodafone live! may attract additional charges outside the included data allowance, (Add-On Bundles only). The data allowance can be used to access any webmail account supported by the BlackBerry ® Internet service (including Yahoo!, Hotmail, Gmail and POP3/IMAP, or BES Express account) and BlackBerry® **Enterprise Service for Corporate Email** accounts. Accessing any non-BlackBerry data service from the device, such as using the phone as a tethered modem may also attract additional charges.
- 8. The BlackBerry® tariff applies to BlackBerry data usage within the Republic of Ireland on Vodafone's data network for the BlackBerry® Internet/Enterprise Service. Standard data

- roaming rates and Terms and Conditions apply to any data used outside of the Republic of Ireland.
- 9. In addition to the terms and conditions set out above in relation to use of the BlackBerry® tariffs, RIM's standard terms and conditions associated with the use of BlackBerry® from Vodafone, the BlackBerry® Internet Service and the BlackBerry® Enterprise Service and other associated products will also apply to use of these products and services.
- 10. If a customer uses the Vodafone BlackBerry ® Service for an entire month or part thereof and does not have a tariff or Add-On Bundle as described in clause 3 above then Vodafone reserve the right to apply the most appropriate bundle and/or disconnect the Vodafone BlackBerry ® Service, with or without further notice to the customer. The exact tariff to apply may be determined by the customer's status profile on the RIM infrastructure.
- 11. All prices, tariffs and credit expiry periods are current as of June 2010 and are subject to change.