

## Vodafone Charge to Bill Service

These terms and conditions govern your use of the Vodafone Charge to Bill service (the “Service”). These service specific terms and conditions apply in addition to and form part of the General Terms and Conditions of the Vodafone Mobile Telecommunications Service and the terms of any additional services you have signed up to. If there is any conflict between the terms then the order of precedence shall be as follows: these terms, followed by the General Terms and Conditions of the Vodafone Mobile Telecommunications Service. All terms can be viewed and, a copy saved for your records, from here: <https://n.vodafone.ie/terms.html>. By choosing to use the Service, you agree to and accept the following terms:

### What is Vodafone Charge to Bill?

1. The Service (also known as direct carrier billing) enables you to purchase, or subscribe to, third party goods, services or digital content and pay for them by applying a charge to your mobile phone bill or by deducting an amount from your prepay credit balance.
2. The Service is linked to your Vodafone mobile phone number and your associated mobile account will be charged for the goods, services or digital content being purchased by you.
3. The goods, services or digital content you purchase from third party providers may be subject to their own terms and conditions, which you should review before purchasing. Examples of third-party purchases may include digital content subscriptions, once off payments, charity donations and in-app charges etc. For a full list of third party providers whose goods, services or digital content you can purchase and/or subscribe to using the Service, please see <https://n.vodafone.ie/support/mobile/cha>

[rge-to-bill-faqs.html](#). Please note this list of supported third party providers may change from time to time.

### Access to the Service

4. This Service is open to all Vodafone bill pay or pay as you go customers, however the Service cannot be used by Vodafone Home or corporate customers.
5. The Service is subject to network coverage, mobile equipment capability and the operating system installed on your mobile equipment.
6. It is your responsibility to check before you purchase that your mobile handset can receive the goods, service or digital content (not all handsets can receive all services, for example – video) that you are purchasing or subscribing to.
7. The Service cannot be used if you have an inbound or outbound bar on your mobile service, or if your account is suspended.
8. If you are a pay as you go customer, you must have an active and sufficient credit balance to pay for third party goods, services or digital content using the Service.
9. We may have to update, amend or suspend the Service to:
  - a. deal with technical problems or make minor technical changes;
  - b. update the product to reflect changes in relevant laws and regulatory requirements;
  - c. make changes to the product as requested by you or notified by us to you.
10. We may, at our sole discretion and for any commercial, regulatory or legal reason, suspend or stop providing the Service. We will

make reasonable attempts to notify you if we are going to stop providing the Service.

### **Cost of Service**

**11.** You are solely responsible for all charges generated by you when using the Service. We advise that you check the cost of the goods, services or digital content with the third-party provider before purchasing or subscribing to these using the Service.

**12.** Charges for third party goods, services or digital content may be levied on a once off basis or on a recurring subscription basis (where you are billed on a regular basis, for example; monthly). You should check with the third-party provider before you purchase whether you are purchasing on a once off basis or signing up for a subscription basis.

**13.** The charges or cost associated with any third party goods, services or digital content purchased by you using the Service will be immediately deducted from your prepaid credit balance or applied to your following monthly bill if you are a bill pay customer. If you have subscribed to a subscription service the recurring charges for this subscription service will be applied to your monthly bill or deducted from your prepay credit at regular intervals based on the service subscription reoccurrence schedule (weekly, monthly, etc).

**14.** In addition to the cost of the third party goods, services or digital content that you have purchased or subscribed to, there may be data charges for browsing or downloading the goods, services or digital content on your mobile in the Republic of Ireland. If you access the service outside the Republic of Ireland then you may incur browsing, downloading and other data charges at the standard data rates for roaming.

**15.** To manage your spend, please note you can view your out of plan charges on your MyVodafone app or on your MyVodafone account on our website, [www.vodafone.ie](http://www.vodafone.ie).

**16.** Under the EU Payment Services Directive II 2015/2366 (as may be updated or amended from time to time), all digital content purchases on your Vodafone service have a transactional limit of €50 per transaction and a monthly cumulative spend limit of €300. Charges accrued by you using this Service will be considered for these spend limits.

### **Signing Up to and Ending the Service**

**17.** To purchase or subscribe to third party goods, services or digital content using the Service, you will need to choose the “pay by mobile option” at the checkout (where this option is made available to you), instead of adding in your payment credit card details. Each purchase requires confirmation of the charge before it can successfully complete.

**18.** You can use the Service using either mobile data or while connected to a Wi-Fi network. If you are using mobile data, you will be implicitly authenticated and will be provided with the option to confirm the purchase (for example , pin entry). If you're using Wi-Fi, you'll need to get authenticated first, for which we will send you a text with a PIN number which you'll need to enter online to authenticate and then will be provided with the option to confirm the purchase or subscription. Some Service transactions may be triggered by sending a ‘key word’ to a specified five digit number (for example, charity donations or parkbytext).

**19.** if you are subscribed to third party services that will charge you on reoccurring basis you can unsubscribe via the purchase

confirmation SMS or via the third party provider platform.

### **Limitation of Liability**

**20.** These terms won't affect any legal rights you may have under any law, and which we can't exclude. We are not responsible for goods, services or digital content purchased by you from third party providers using the Service. These third-party goods, services or digital content are provided by third parties and are subject to change.

**21.** We are not responsible for the content or operation of any goods, services or digital content purchased by you using the Service. These goods, services or digital content are not connected to Vodafone and are provided by third parties.

**22.** We do not accept any responsibility for any damage to devices that may arise from the services, goods or digital content that you purchase.

**23.** You are solely responsible for paying all charges that you incur for third party content, goods or service while using the Service.

### **Information about us and contact options**

**24.** If you are unhappy with any aspect of the service provided by the third-party providers, please contact the seller directly, using the seller details listed on your SMS receipt. If the seller cannot resolve the issue, or if you are not happy with the outcome, you can contact the Irish telecommunications regulator (ComReg); [www.comreg.ie](http://www.comreg.ie).

**25.** If you are unhappy with the Service itself, please contact us using the customer support and care channels which we offer to you, which can be viewed on

[www.vodafone.ie/support](http://www.vodafone.ie/support). Bill pay customers can also call

1907 and pay as you go customers can call 1747.

**26.** We'll send you notices by email, post, text, voicemail or other form of electronic message. Please tell us about any changes to your contact details so we can contact you in relation to your order or use of the Service.

**27.** We are Vodafone Ireland Limited, a private company limited by shares registered in Ireland with registered office at Mountain View, Leopardstown, Dublin 18 under company number 326967,