

Terms and Conditions of Vodafone New System Pilot

The terms in this agreement are between you and Vodafone Ireland Limited (also, “Vodafone”, “us”, “we” and “our”) regarding your participation in the friendly user **New System Pilot “the Pilot”**. These terms are in addition to the General Terms and Conditions of the Vodafone Mobile Bill Pay Telecommunications Service and any applicable Service Specific terms and conditions under which you enjoy access to Vodafone’s mobile telecommunications services. For further details on the General or Service Specific terms and conditions as they apply to you please visit www.vodafone.ie/terms. Please read these terms carefully. By indicating to us that you would like to participate in the Pilot by opting in in accordance with the “How to Opt In” clause below, you acknowledge you have read and agree to these terms. If you do not agree to these terms, please do not opt in to the Pilot.

What is the Pilot?

1. The Pilot is an important step in allowing Vodafone to create an even better customer experience for you. It will allow us to test new, improved internal processes to simplify our service offering to you, our customer.
2. The Pilot will commence in May 2017 and will last for approximately 16 weeks; we will update you if the Pilot will extend beyond that point. A text message confirming the end of the Pilot will be sent to all participating customers.
3. The Pilot is available, free of charge, to Vodafone bill pay customers who have been selected by Vodafone as eligible to participate in the Pilot. Eligibility is determined by Vodafone. Eligible customers will receive a direct invitation via a call from a

Vodafone agent to notify them that they are eligible to participate in the Pilot. Instructions on how to opt in to the Pilot will be provided. The Pilot is only available to customers who have received a direct invitation on the call from the Vodafone agent and unfortunately, if you have not received a direct invitation from Vodafone, you will not be able to participate in the Pilot.

4. If you choose to participate in the Pilot, you will be transferred onto our new internal systems and your current calls, texts and data allowance will not be affected. However, there will be some temporary disruption to additional services as set out below in the clauses “How will the Pilot affect me”.

5. To thank you for taking part in the Pilot, you will receive a credit to your account at the end of the Pilot period for the amount you have been billed during period of the Pilot. (the “**Benefit**”). The Benefit is non-transferable, and non-changeable. Vodafone reserves the right to substitute the Benefit to another benefit of similar or greater value should the circumstances make this necessary.

6. By opting in to the Pilot, you consent to Vodafone and our agents contacting you for feedback on the services provided as part of the Pilot in the form of a market participation survey. Vodafone may also collect and track usage of the service, performance, improvements and report reasons throughout the duration of the Pilot. You also consent to Vodafone using the results of any such survey, together with any Pilot related images and information compiled by Vodafone for the duration of and following the Pilot period, for information, research, training or promotional and marketing purposes.

How can I opt into the Pilot?

7. If you have received an invitation to participate in the Pilot directly from Vodafone,

you can choose to participate in this Pilot by confirming to the Vodafone agent on the phone that you agree to participate. By opting in to this Pilot you acknowledge you have read and agree to these terms. You will receive a text to confirm you have been opted in to the Pilot and when the Pilot has commenced.

Can I opt out of the Pilot?

8. PLEASE NOTE THAT YOU CANNOT OPT OUT OF THE PILOT ONCE YOU HAVE OPTED INTO THE PILOT AND THE PILOT HAS COMMENCED. Once you have opted in to the Pilot, you will continue to be a Pilot participant until the end of the Pilot.

How will the Pilot affect me and my service?

9. During the Pilot, you will be able to;

- (i) Call, text and use data on your phone as usual;
- (ii) Request add-ons such as minutes, texts and data; and,
- (iii) Avail of roaming when travelling abroad.

10. Please note that during the Pilot the following restrictions apply and as such, during this period, you cannot:

- (i) Move your phone service from Vodafone Bill Pay to Vodafone Pay As You Go;
- (ii) Order a new phone;
- (iii) Add a new number to your account;
- (iv) Use the 1907 self-service options which includes making payments;
- (v) Change your payment method;
- (vi) Avail of additional roaming services such as Vodafone Passport or Data Passport;
- (vii) Add insurance to your existing price plan;

(viii) Add our Secure Net service to your price plan;

(ix) Enter Fantastic Friday competitions on the My Vodafone App;

(x) Use existing Cherry Points to order rewards. Please note that any Cherry Points which are on your account may expire during the Pilot period;

(xi) Use the web-text service on the Vodafone App or on the My Vodafone section of www.vodafone.ie.

(xii) Use certain functionality on the My Vodafone App and the My Vodafone area of our website. Please note you will have view only access to the My Vodafone app and the My Vodafone area of our website..

11. Please note that this is a friendly user pilot and while we will monitor the Pilot and do our best to fix all bugs and errors of which we are aware of within the Pilot, we don't warrant that your use of our service while you are on the Pilot will be error-free, uninterrupted or available at all times. We will work with you to resolve any issues you experience as a result of the Pilot.

12. At the end of the Pilot, the above limitations will be removed and you will receive the Pilot Benefit.

Our liability to you

13. You acknowledge that all services during the Pilot period are provided 'as is' and on a pilot basis and, as such, we:

- (i) cannot guarantee that Vodafone will be able to provide a fault-free service and we do not warrant that your service will be secure, uninterrupted or without error.

(ii) shall, to the greatest extent permitted by law, have no liability whatsoever for any delay, failure, interruption, non-availability, or deterioration in any service provided under this agreement.

14. To the greatest extent permitted by law, Vodafone shall not be liable for any loss or damage whatsoever arising out of or in connection with the Pilot, whether under contract, tort (including negligence), strict liability or otherwise. In no circumstances will Vodafone be liable for any special, incidental, consequential, indirect or economic loss or damage, however it may arise, including as a result of loss of time, loss of savings, loss of data, loss of business, loss of revenue, loss of opportunity, loss of goodwill or loss of profits.

15. Nothing in this Agreement shall limit or exclude Vodafone's liability for death or personal injury caused by its negligence and the terms of this Agreement will not affect any rights which you may have under any law and which we cannot exclude by agreeing it with you.

16. Except as expressly provided in these terms and conditions, all conditions, terms, warranties and representations whether express or implied by law in relation to the provision of the Pilot are excluded to the fullest extent permitted by law.

17. In the event Vodafone are found liable to you as a result of the Pilot, our maximum liability to you will not be more than €500 for each claim or a series of related claims.

18. Neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments) nor be liable to the other party for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including, without limitation, any act of God, failure, interruption of power supplies, flood,

drought, lightning or fire, strike, lockout, trade dispute or labour disturbance, acts or omissions of Government, regulatory authorities or other circumstances beyond the control of the parties ("Force Majeure").

Use of Information

19. Vodafone shall process your personal data (as defined in the Data Protection Acts 1988 and 2003 as amended) in accordance with the Data Protection Legislation and further information on this is set out in our Privacy Policy, which is in addition to and forms part of these Terms and Conditions, and is available on www.vodafone.ie/aboutus/privacy.

20. Customer information obtained by Vodafone through an application for or the use of the service may be processed by Vodafone for their own business purposes. By entering into Pilot, you explicitly consent to the use of your customer information for these purposes which include account management, market research, customer profiling, product and service development or updates, product and service marketing and customer care, efficient operation of the service and other legitimate business purposes. In accepting these terms and conditions, you are deemed to have given consent for the use of your information for such purposes. The use of such information for purposes other than those outlined in this agreement shall be subject to the your consent as given in your Customer Acceptance Form and Customer Authorisation with Vodafone.

21. Personal information will be retained for a reasonable period of time in a secure environment. Please note that calls to Vodafone's user support service may be

recorded for training and quality control purposes.

22. Vodafone will find it necessary to disclose certain customer information to Vodafone group companies, other licensed telecommunications operators and Vodafone agents for the purposes of providing the service and also to third parties (including other telecommunications operators) for the purpose of administration, account management, customer profiling, market research, fraud prevention, service and product development, insurance claims processing, porting and other legitimate business purposes. Personal data is not otherwise disclosed to third parties, save where required or permitted by law.

23. Vodafone may use your contact details from time to time to contact you about Vodafone promotions, products or services which may be available to you or to send you details of such promotions, products or services. By opting into the Pilot, you consent to such contact while you are availing of our service and for a period of 12 months after you cease to avail of the service. You can amend my marketing communications preferences at any time by calling Vodafone on 1800 200 234 or log on to www.vodafone.ie. Please note any change to your marketing preferences can take up to 7 working days to take effect.

Changing these terms or the Pilot

24. These terms may be varied or amended by Vodafone for any valid commercial technical or operational reason.

25. We reserve the right to change, suspend or discontinue the Pilot at any time without further notice, for any valid, technical, operational or commercial reason.

26. We also reserve the right to withdraw you from the Pilot at any time without further notice, for any valid, technical, operational or commercial reason.

Contact Us

27. If you have any questions concerning these terms or the Pilot, or you would like to contact us for any other reason, please call us on 1907. Please note that assistance cannot be provided through our Retail stores during the Pilot.

General

28. We are Vodafone Ireland Limited. Registered in Ireland with registered address at MountainView, Leopardstown, Dublin 18 and registered company number 326967

29. This is the entire agreement between you and us for the Pilot. This agreement is personal to you and cannot be transferred by you without our written consent. We can transfer our rights and obligations under this agreement to any company, firm or person. We can only do this if it does not affect your rights under this agreement in a negative way. Should any provision of the terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the terms, and the application of that provision shall be enforced to the extent permitted by law.

30. Failure by any party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or enforcement thereof, or of any

such right or any other right on any later occasion.

31. This agreement is under Irish law. Any disputes can be dealt with the by courts in Ireland.