#### Reviewed: 1 March 2021

Vodafone RED Connect Terms and Conditions for new and upgrading customers from 6<sup>th</sup> March 2019.

#### "Reviewed 010321"

These terms and conditions govern your use of the Vodafone Red Connect package. These service specific terms and conditions apply in addition to and form part of the General Terms and Conditions of the Vodafone Mobile Telecommunication and Broadband Service and any additional service conditions you have signed up to. For the avoidance of doubt, the below terms will form part of and apply in addition to each participating customer's terms and conditions of their Vodafone Service. If there is any conflict between the Terms then the order of precedence shall be as follows: the Service Specific Terms and Conditions of the RED Connect proposition (below, and which includes the content services' terms), followed by the Vodafone General Mobile Terms and Conditions. All terms are available to view and download from https://n.vodafone.ie/terms.html

#### 1) What is Vodafone RED Connect?

1. Vodafone RED Connect is a Vodafone mobile proposition, comprising a variety of RED Connect tariffs, which offers some or all of the following benefits - roaming, Take Your Home Plan abroad within the UK and Europe, a choice of content relating to Sky Sport Mobile TV, and other services provided to you by third party content providers. Vodafone RED Connect is available within applicable Price Plans which are detailed below including details of what benefits are included in each tariff. Add Ons are available with the various Vodafone RED Connect tariffs and a list of Add Ons that are relevant to RED Connect can be found listed at Appendix B at the end of these Terms. Vodafone provides you with the right to access content via the Vodafone network (the "Service") and that access is subject to handset compatibility, network coverage, the operating system installed, and fair usage which is detailed at section 3 and also in the provisions regarding Roaming at Section 7 below.

#### 2) Cost of Service

a) By agreeing to these Terms and Conditions, you confirm that you wish to receive an electronic monthly e-bill in respect of your price plan contract and you confirm that you have access to internet services to review that bill.

b) If you wish to get a hardcopy of your bill in the post we can sent it to the current billing or home address that we hold on file for you. There is a fee of  $\notin 6$  for every bill that we send to you which be applied to your next bill. This fee covers our printing, administration costs and postal charges.

c) These terms and conditions of the specific RED Connect price plans are in addition to and form part of the General Terms and Condition of the Vodafone Mobile Telecommunication and Broadband Service.

d) The Vodafone RED Connect suite of inclusions are set out in the table below depending on the price plan chosen:

Vodafone RED Connect suite of price plans - from 5 March 2019:

Tariff Plan	Tariff Plan Allowances	Monthly Charge including VAT	
RED Connect Super	60GB of Data Unlimited calls and texts to any network 500 International minutes and texts Roaming across Europe included 12 month free trial of Secure Net Sky Sports Mobile TV Pack 1 for 24 Months	€80.00 month	per
RED Connect	30GB of Data Unlimited calls and texts to any network 100 International minutes and texts Roaming across Europe included 12 month free trial of Secure Net Sky Sports Mobile TV Pack 1 for 6 Months	€60.00 month	per
RED Connect Essentials	10GB of Data Unlimited Vodafone to Vodafone calls Unlimited texts to any network 100 minutes to any network 3 month free trial of Secure Net Sky Sports Mobile TV Pack 1 for 6 Months	€40.00 month	per
	20GB of Data Unlimited calls and texts to any network 100 International minutes and texts Roaming across Europe included 3 month free trial of Secure Net	€35.00 month	per

e) Where content is included as part of your applicable Price Plan contract, you can choose to activate content at no additional cost. We supply a virtual Content Pack pass on a monthly basis throughout the period the Content Pack is included in your Price Plan contract and the content provider accepts that pass to give you access to your chosen Content Pack for the agreed term within your contract.

f) Once you have registered for your chosen Content Pack option, you will be able to access that content for FREE for the first 6 or 24 months of your contract depending on your Tariff Plan (see section 2(d)).

i) One month before the expiry of the 6 or 24 month of free content, you will receive a text message which will notify you that at the expiry of the free period, the Content pack will be charged as a monthly 'Add On.' If you wish to STOP using the Content Pack, you must 'opt out' by following the link we will provide you in the notification otherwise you will be charged for the service.

ii) Customers may terminate their Content Pack add-on with 30 days' notice with no impact on their general terms.

g) Where the Content Pack is selected as a monthly 'Add On' subscription, the cost of the Content Pack will be confirmed to you on or before taking out the subscription. You may also be given the option to purchase additional content with your package.

h) Towards the end of your contract term, Vodafone may contact you regarding recommitting to your Vodafone contract for a further contract term. Vodafone may also contact you in relation to alternative and/or additional Vodafone packages which may be appropriate to your recommitment to your Vodafone contract.

### 3) Access to the Service

a) If you exceed any Tariff Plan allowance you will incur additional charges as set out in Section 8.

b) The Service is subject to network coverage, Vodafone's fair usage policy, mobile equipment capability, and the operating system installed on your mobile equipment.

c) 3. From time-to-time, Vodafone may modify the standard settings and/or features of the RED Connect proposition in order to offer additional value to the Service. Such changes may include measures such as increasing your data allowance size. The Parties agree that such changes to the RED Connect proposition or package do not constitute modification of the conditions of the contract for that RED Connect proposition or package.

# Access to the RED Connect Package:

d) Use of, and access to, the RED Connect Package is subject to the following Fair Usage Policy. Fair Usage Policy: Vodafone will monitor your usage of the Package and, based on the average usage of the Vodafone customers on the package (as estimated by Vodafone from time-to-time), will implement a fair usage policy. If Vodafone, in its reasonable discretion, determines that your usage materially exceeds the fair usage threshold in any month, Vodafone may contact you to advise you that your usage exceeds its fair usage policy and request that you moderate your usage. If the excessive usage continues to exceed the threshold after receipt of a request from us , Vodafone reserves the right to: (i) charge you for the excessive element of your usage at your price plan's standard rate, (ii) modify or suspend your use of the Service; or (iii) to withdraw your access to the Service entirely.

e) 5. Vodafone reserves the right to send you notifications regarding your data allowance usage and can: (i) notify you when you reach certain thresholds of your particular data allowance and/or (ii) if/when you exceed your particular data allowance. As a Customer, you may opt from receiving such notifications at any time by contacting Vodafone Customer Care on 1907 or freetexting NO NOTIFY DOMESTIC to 50226. You can opt back in at any time by freetexting NOTIFY DOMESTIC to 50226.

f) As a Customer, you may proactively request Vodafone place a barring facility on your Vodafone account to protect you from going outside of your bundle data allowance. The obligation is on you, the Customer, to cap your usage so you do not go out of bundle. You can freetext DATA BAR to 50226 or contact Vodafone Customer Care on 1907. You can opt back in at any time by freetexting NO DATA BAR to 50226.

g) Vodafone cannot guarantee that the Content Pack will be compatible with all smartphones. It is your responsibility to check in store or online for your smartphone's compatibility with the Content Pack that you wish to subscribe to before you purchase the Service.

h) Your chosen Content Pack will automatically expire after the term specified in your Tariff Plan regardless of when you activate your Content Pack. On the expiry of your contract term, Vodafone reserves the right to amend the available Content Pack options. On the expiry of your Content Pack you will receive two text messages; the first one month before expiry of the Content Pack and the second, one week before the expiry of the Content Pack. These communications will inform you that at the expiry of the term of the Content Pack that you will be charged for the Pack as a

monthly 'Add On'. If you do not wish to purchase the Add On, you must opt out of purchasing the Content Pack. If you wish to STOP using the Content Pack, you must 'opt out' by following the link we will provide you in the notification, otherwise you will be charged for the service. Customers will be able to terminate their Content Pack subscription with 30 days' notice.

i) You are advised to check with Vodafone for Content Pack availability at the time of your contract renewal. If you do not use the full extent of your content/bundle benefits throughout the lifetime of your Contract, or otherwise, you are not eligible to receive a refund from Vodafone for any such non-use of your bundle entitlements.

j) You acknowledge and accept that if, during the period of the contract, the content provider terminates their agreement with Vodafone, you may no longer be able to avail of your chosen Content Pack for free on your applicable price plan. If this should occur, you accept that Vodafone will continue to provide the Price Plan package that you have contracted for without that specificRED Connect Content package.

k) If you wish to continue on the same price plan after your contract term has expired, you will receive an additional 6 or 24 months free access depending on your Tariff Plan Allowances and you will need to purchase the Vodafone RED Connect Add-On at an additional cost after the free period has expired. Similarly, if you upgrade to a new contract during the initial 24 month contract term, then you will also receive an additional 6 or 24 months free access and will need to purchase the Add-On at an additional cost after the free period has expired.

U If you are on a different Bill Pay tariff plan, and still within a contract term, you can migrate to a RED Connect tariff for the remainder of your contract term. Your contract end-date will remain the same as your original plan as long as the monthly tariff is equal to or more than the monthly tariff for your current Bill Pay tariff plan.

#### 4) Ending the Service

a) To cancel or terminate your subscription please visit the following link; offers.vodafone.com/ie/cancel

b) The Vodafone RED Connect proposition is made available at the discretion of Vodafone and Vodafone reserves the right to vary, amend, alter, withdraw this proposition and/or its terms for commercial, legal and/or regulatory reasons.

### 5) Sky Sports Mobile TV Package

a) Sky Sports Mobile TV Pack 1 contains the following channels: Sky Sports Premier League, Sky Sports Action, Sky Sports Arena, Sky Sports News, and Sky News

b) Sky Sports Mobile TV Pack 2 contains the following channels: Sky Sports Premier League, Sky Sports Football, Sky Sports Cricket, Sky Sports Golf, Sky Sports F1, Sky Sports Action, Sky Sports Arena, Sky Sports News, and Sky News

c) If you have the applicable Price Plan when signing up to the Sky Sports Mobile TV subscription you will get access to the Sky Sports Mobile TV Pack 1 for the first 6 or 24 months of your contract, depending on your Tariff Plan Allowances. You can also avail of the option to upgrade to the Sky Sports Mobile TV Pack 2 by purchasing a monthly add on for an additional fee.

d) You can also choose to purchase Sky Sports Mobile TV Pack
2 as a standalone 'Add On' option on a monthly subscription basis.
You will not receive any refund for any overlapping subscription where you pay for more than one pack.

e) If you are already paying for the content add-on and upgrade to a RED Connect Tariff plan with inclusive content, you will need to cancel the add-on and then activate it again as part of the inclusive allowance in your new Tariff plan. If not, you will continue to be charged for the add-on service and no refunds will be applied.

f) The Sky Sports Mobile TV Content Packs are for use in the Republic of Ireland and the United Kingdom only.

g) You are advised to check that your device is compatible with Sky Sports Mobile TV before choosing this content option.

h) The Sky Sports Mobile TV Content Pack can only be accessed on the device linked to the mobile number with which you have registered for the service. If you change your mobile device, you can continue to use the Content Pack on your new mobile as long as it uses the same mobile number, remains on Vodafone's Network, and your new mobile equipment is compatible with the Content Pack.

i) View Sky Terms and Conditions - http://www.vodafone.ie/terms/paymonthly/#sky

### 6) RED Connect "Take Your Home Plan Abroad"

a) RED Connect **'Take Your Home Plan Abroad'** is available to all Mobile Bill-Pay customers who are on a Red Connect mobile tariff plan. The Take Your Home Plan Abroad service allows you to use unlimited voice & texts, your tariff plan's data allowance and domestic/international add-ons when roaming in the RED UK and RED European Zone as if you were still at home, for no additional charge. For a full list of RED Zones, see Appendix A at the end of these Terms. Under EU Roaming regulations you can use your domestic monthly minutes, texts and data allocation while roaming in the EU in the same way you use the allowances domestically. For any other destination the monthly allocations cannot be used while roaming. See our general terms and conditions for more information and limitations.

b) RED Connect **'Take Your Home Plan Abroad'** customers can also use unlimited voice & texts, their tariff plan's data allowance, and domestic/international add-ons, when roaming (as if you were still at home) in other RED USA and RED Rest of World zones, by paying the relevant daily access fee. Such daily access fees will be charged following the first roaming mobile event of the day and expires at midnight Irish time. You will only be charged on those days that you use your phone while you are abroad. For a full list of RED Zones, see Appendix A at the end of these Terms.

c) As a Vodafone RED Connect customer, you will be automatically opted into the RED Connect **'Take Your Home Plan Abroad'** offer as part of your package plan. You can opt out of the service at any time by freetexting STOP RED to 50020. You can opt back in at any time by freetexting RED to 50020. If you opt out, it may take up to 24 hours for the changes to be applied to your account. Alternatively, you can opt-out through My Vodafone or by contacting Vodafone Customer Care on 1907 This does not affect your rights under EU Roaming Regulation.

d) In order to avail of the RED Connect **'Take Your Home Plan Abroad'** service, a customer must roam on the Vodafone Network or on a Vodafone approved Network.

e) The charges as published on www.vodafone.ie/redconnect will apply to RED Connect customers who use their phone when roaming in eligible countries on Vodafone or Vodafone approved networks, as published on <u>www.vodafone.ie</u>. Vodafone reserves the right to change the countries and/or networks from time to time for commercial or geopolitical reasons; such changes will happen without notice and it is the customer's responsibility to check prior to travelling.

Please note that RED Connect 'Take Your Home Plan f) Abroad' is designed to be used by customers normally domiciled in the Republic of Ireland (RoI) for casual and normal roaming usage. A Fair Usage Policy applies to prevent permanent roaming and or where the customer uses roaming for an excessive amount of days or usage. Vodafone will monitor your usage of the Package and will implement a fair usage policy based on the average usage of Vodafone customers of the Package, as estimated by Vodafone from time to time. Fair Usage Policy: If at the reasonable discretion of Vodafone, Vodafone is of the opinion that your usage materially exceeds the fair usage threshold in any month, Vodafone may contact you to advise you that your usage exceeds its fair usage policy and request that you moderate your usage. If the excessive usage continues to exceed the threshold after Vodafone has contacted you, Vodafone reserves the right to: (i) charge you for the excessive element of your usage at your price plan's standard rate, (ii)modify or suspend your use of the RED Connect 'Take Your Home Plan Abroad' service, or (iii) withdraw your access to the Service entirely. We will only withdraw your Service in certain circumstances including, but not limited to, circumstances which amount to persistent abuse of the Service.

g) Any additional data used while roaming beyond your tariff plan's data allowance will be charged at the relevant rate for the country in which you are roaming as per the pricing published on <u>www.vodafone.ie</u> and will be charged in Kb increments.

 h) Only calls and texts to standard mobiles and standard landlines to home or within the country you are roaming in (excluding premium rate and non-geographic numbers) are included.

i) Any special domestic promotions or reduced rates for Bank /Public Holidays are not include

j) EU Regulated Data Roaming spend caps and notifications apply to data used within RED Connect **'Take Your Home Plan Abroad'**. 33% of the highest possible daily rate, to a maximum of €2 (ex VAT) per day will be considered as data roaming spend for the purpose of calculating data roaming EU regulated Data Roaming spend caps and notifications.

k) If you are already opted into Vodafone Passport Mobile Internet this will only apply when you roam in countries that are outside the RED Connect footprint but within the Passport footprint. If you opt out of RED Connect **'Take Your Home Plan Abroad'**, you will remain on Vodafone Passport Mobile Internet. If you are not opted into either of these plans you will pay our default roaming plans.

m) Customers opted in to RED Connect 'Take Your Home Plan Abroad' can decide to purchase roaming data services from third party operators or connect to a network other than Vodafone's preferred network in the particular country, provided that Vodafone has a roaming agreement in place with the operator. If they have purchased an alternative data roaming service, RED Connect 'Take Your Home Plan Abroad' customers must contact Vodafone customer care to activate access to the network if that Network is not a Vodafone approved network. The customer must also manually switch their phone to this alternative network. If a customer has requested to be moved to a non-Vodafone or non-Vodafone preferred network for their data services, they will need to manually switch back to the Vodafone or Vodafone preferred network if they wish to avail of the RED Connect 'Take Your Home Plan Abroad' pricing for their voice calls and texts. If a customer does not manually switch back to the Vodafone or Vodafone preferred network they will not be able to avail of the RED Connect 'Take Your Home Plan Abroad' service and related rates. In these circumstances the Customer will be charged at the default EU Regulated Roaming rates for calls and texts made on

the alternative network. These prices are published on <a href="http://www.vodafone.ie">www.vodafone.ie</a>

n) Customers are responsible for the management of their device configurations and should be aware that updates and connections can incur data usage 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 andrelevant data roaming charges will apply.

o) 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 your handset manual or application settings for detailed instructions on how to make these changes.

p) 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.

q) Vodafone reserves the right to withdraw the RED Connect offer at any time.

r) Vodafone may change its Service delivery methods or platforms from time to time which may require the Customer to change Equipment and/or Equipment settings to continue to avail of the Services. The parties agree that such changes to the Service do not constitute modification in the conditions of the contract for that Service or package, and the Customer confirms that it does not require individual notification regarding any such modification

s) Vodafone will endeavor to ensure all roaming records are captured at time of billing however, please note that there is a dependency on third parties to provide roaming usage details in a timely manner.

### 7) Descriptions of Specific Vodafone RED Connect Price Plans:

a) These terms and conditions of the specific RED Connect price plans are in addition to and form part of the General Terms and Condition of the Vodafone Mobile Telecommunication and Broadband Service and cover how the inclusive allowances and add-ons will be consumed with your Tariff plan.

b) The customer can choose to add more minutes, texts, or data to the above price plansat an additional cost. These add-ons can be updated, with no restriction, from month to month. The customer will be presented with add-ons Add-Ons allow usage within the Republic of Ireland, when roaming, and worldwide usage as per applicable Add On terms. Text add-ons cannot be used to text a landline.

c) Any unused portion of the monthly allocation associated with a price plan or add on (minutes/texts/data) cannot be carried over to the next month.

d) All Vodafone RED Connect bill pay price plans are subject to a minimum term contract of 24 months when taken with a Handset and a minimum term contract of 12 months for SIM Only tariff plan(s). If a customer receives an early upgrade while on a Vodafone RED price plan they will be required to enter a new 24 month contract, the effective date of which will commence on the expiry date of their existing contract.

e) On Vodafone RED price plans out of bundle worldwide minutes will be charged on a rounded per minute basis.

f) Call and text usage will be applied in the following manner:

(1) Vodafone to Vodafone minutes and texts

- (2) Price plan inclusion minutes and texts
- (3) Purchased Add-ons
- (4) Out of bundle rates
- g) Data usage will be applied in the following manner:
- (1) Purchased Add Ons
- (2) Price plan inclusive data

h) The Inclusive Allowances as referred-to in the Descriptions of the RED Connect Price Plans above shall be interpreted as follows:

# **Inclusive Minutes**

Inclusive Minutes will apply when on the Vodafone Ireland network for:

Calls to Vodafone Ireland mobile numbers (On-net)

 $\cdot$  Calls to other Irish mobile network or Irish fixed line numbers (Cross-net)

• International mobiles or fixed lines where an international allowance is applicable (International)

Inclusive Roaming Minutes will apply when roaming on a Red Connect network for calls to Home or Local:

Calls to Vodafone Ireland mobile numbers (On-net – Home)

 $\cdot$  Calls to other Irish mobile network or Irish fixed line numbers (Cross-net – Home)

• Calls to mobile network or fixed line number in the country in which you are roaming in (Local)

• International mobile or fixed line numbers where an international allowance is applicable (International)

Inclusive Minute allowances are consumed on a 'Per Minute' basis and Calls out of bundle are charged on a 'Per Second' basis, unless stated otherwise.

### **Inclusive Texts**

Inclusive Texts will apply when on the Vodafone Ireland network for:

- Texts to Vodafone Ireland mobile numbers (On-net)
- Texts to other Irish mobile network numbers (Cross-net)

· International mobile numbers where an international allowance is applicable (International)

Inclusive Roaming Texts will apply when roaming on a RED Connect network for texts to Home or Local:

Texts to Vodafone Ireland mobile numbers (On-net – Home)

 $\cdot$  Texts to other Irish mobile network numbers (Cross-net – Home)

 $\cdot$   $\;$  Test to mobile network numbers in the country in which you are roaming in (Local)

· International mobile numbers where an international allowance is applicable (International)

Inclusive Text allowances and Texts out of bundle are consumed and charged on a 'Per Message' consisting of 160 characters basis respectively, unless stated otherwise.

# **Inclusive Data**

Inclusive Data allowance will apply when on the Vodafone Ireland network (On-net) and when roaming on a RED Connect network subject to the Fair Usage Policy for RED Connect tariffs.

Inclusive Data allowances when on the Vodafone Ireland network are consumed on a 'Per Kilobyte' basis and Data out of bundle is charged on a 'Per 200 Megabyte' basis for the first 8GB before being charged 'Per Kilobyte' for any additional use, unless stated otherwise.

### Exclusions:

Inclusive minutes cannot be used for calls to Premium rate numbers and other 'special numbers' such as directory enquiries or numbers beginning with 0700.

Inclusive texts cannot be used for MMS (Multimedia Messaging Services) or messages to Landlines, Premium rate numbers, nongeographic numbers and other 'special numbers' such as directory enquiries or numbers beginning with 0700.

If opted out of RED Connect 'Take Your Home Plan Abroad, you will be charged standard roaming rates.

# APPENDIX A:

RED UK zone – UK, Northern Ireland, Guernsey, Isle of Man & Jersey

RED European zone – Albania, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland & Turkey. RED USA zone – USA & Canada

RED Rest of World zone - Anguilla, Antigua and Barbuda, Argentina, Aruba, Australia, Barbados, Bermuda, Bonaire, Brazil, British Virgin Islands, Cayman Islands, Chile, China, Colombia, Congo, Costa Rica, Curacao, Desirade, Dominica (Commonwealth), Dominican Republic, Ecuador, Egypt, El Salvador, Fiji, French Guiana, French West Indies, Ghana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Hong Kong, India, Indonesia, Israel, Jamaica, Japan, Kenya, Lesotho, Macedonia, Martinique, Mexico, Montserrat, Morocco, Mozambique, Nauru, Netherlands Antilles, New Zealand, Nicaragua, Panama, Papua New Guinea, Paraguay, Peru, Puerto Rico, Qatar, Russia, Saba, Samoa, Serbia and Montenegro, Singapore, Sint Maarten, Sint Eustatis, South Africa, St Barthelmy, St Kitts and Nevis, St Lucia, St Martin, St Vincent & the Grenadines, Suriname, Tanzania, Thailand, Tonga, Trinidad and Tobago, Turks and Caicos Islands, United Arab Emirates, Uruguay, Vanuatu, Virgin Islands (US)

# APPENDIX B

List of Vodafone RED Connect Relevant Add Ons:

One-time Add ons	One-time Charge (Includes VAT)
Instant 1 GB Data Bundle	€8.00
Instant 3 GB Data Bundle	€15.00

Connect Essentials, RED Connect & RED Connect Super	Monthly Charge (includes VAT)
1GB of Data	€5.00
2GB of Data	€8.00
5GB of Data	€15.00
100 International Minutes	€5.00
200 International Minutes	€8.00
350 International Minutes	€12.00
100 International Texts	€3.00
Unlimited International Texts	€6.00
Connect SIM Only 12 month &	VAT)
Re SIM Only 30 day	£4.00
500MB of Data	€4.99
	€4.99 €10.00
500MB of Data	
500MB of Data 1GB of Data	€10.00
500MB of Data 1GB of Data 100 International Minutes	€10.00 €7.50
500MB of Data 1GB of Data 100 International Minutes 200 International Minutes	€10.00 €7.50 €13.51
500MB of Data 1GB of Data 100 International Minutes 200 International Minutes 400 International Minutes	€10.00 €7.50 €13.51 €19.50
500MB of Data 1GB of Data 100 International Minutes 200 International Minutes 400 International Minutes 100 International Texts	€10.00 €7.50 €13.51 €19.50 €5.50

after 30 days.