

Vodafone Pay as you Use Terms and Conditions

1. The following terms and conditions of the Vodafone Talk Pay as You Use tariff (the "Tariff") are in addition to and form part of the terms and conditions of the Vodafone Ireland Limited ("Vodafone") mobile communications service and the Vodafone 3G broadband terms and conditions between Vodafone and users of the Vodafone 3G broadband service (the "Customer" or "Customers"). In the event of any conflict, these terms and conditions shall prevail.

2. Existing mobile broadband Customers who are outside their minimum contract period can migrate to the Tariff without incurring any additional charges. Existing Customers that are within their minimum contract period will incur an administrative fee if they wish to migrate to the Tariff. Customers can migrate to the Tariff by contacting their account manager, phoning customer service helpdesk or by calling into a Vodafone Retail store or accredited agent.

3. The Tariff shall be made available to the Customer from the next bill day following sign up.

4. The Tariff is charged on a per day basis and charging of the Tariff is initiated when usage by the Customer is detected on the 3G broadband network.

5. The Customer will be liable for any usage charges of whatsoever nature in relation to the Tariff once use of the 3G broadband modem is initiated on any given day.

6. A daily usage allowance of 500 megabytes applies. Usage in excess of 500Mb per day will be charged at 2c (VAT inc.) per megabyte up to a maximum limit of 10Gb.

7. 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 3G 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;

2. adversely affecting the Vodafone Network or other Vodafone customer's ability to use or access other Vodafone services provided using the Vodafone Network.

8. Any unused data within a daily data download allowance cannot be carried over from one day to another.

9. If for any reason you wish to return your Vodafone mobile broadband modem to the store, you can do so within fourteen days and receive a full refund. 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.

10. You may cancel your contract at any time without incurring termination charges.

11. Data roaming is excluded from the Tariff.