

Vodafone Fixed Telecommunications & Broadband General Terms

New Vodafone Home customers can sign up to any combination of Vodafone Home products for €25 a month for the first 6 months. Price after 6 months' promotional period varies, depending on geographical location and on the home package chosen. Subject to 12-month contract. This offer is subject to availability at your geographical location, as identified by Vodafone. A once-off installation fee may apply, depending on geographical location. Speeds based on maximum attainable download speed, subject to network coverage, customer device capability and service usage. Minimum Vodafone Broadband connection fixed speed of 5Mbps required for Simply Fibre Broadband, minimum of 20Mbps required for Vodafone TV and minimum of 28Mbps required for Wireless Multiroom. Fair usage policies apply. For full terms and conditions, please see vodafone.ie

Broadband Speeds: Your broadband speeds will vary depending on the type of broadband available in your area and the Internet access product you have chosen. Vodafone will often rely on our wholesale network providers in providing you with information on broadband speeds and if we cannot provide you with specific information at point of sale (i.e. in our retail store, over the phone or online) we will communicate your speed as soon as possible after you have connected to the Services.

Fibre to the Home Broadband Services: Your broadband line can realistically deliver the speed that is advertised and Vodafone will commit to delivering maximum and normally available download speeds above 90% of advertised speed. i.e for 1Gbps service the maximum committed and normally available speed above 900Mbps.

The following general terms and conditions (the "Terms") shall apply to all Vodafone Fixed telephone, broadband and TV services (the "Services"). When signing up to the Services from Vodafone Ireland Limited (a company registered in Ireland having its registered address at MountainView, Leopardstown, Dublin 18, Ireland) ("Vodafone") you will be required to accept the Terms as well as any Service specific terms and conditions which relate specifically to the Services chosen by the Customer.

GENERAL

1. These Terms together with the Customer Application Form and any Service specific terms and conditions, tariff plans or promotions constitute a legally binding agreement (the "Agreement") between Vodafone and you. Use by you or by another person (whether or not such a person is acting with the authority of you) of any of the Services provided by Vodafone, shall be deemed to constitute an acceptance of this Agreement.

2. This Agreement shall commence and you shall be deemed to have accepted that you are bound by, and have agreed to comply with, the terms of this Agreement (as defined above) on the Commencement Date and, subject to termination in accordance with these Terms, shall continue for the Minimum Term of the applicable Services and thereafter shall continue on a month by month basis until terminated in accordance with these Terms. Please note that various related Vodafone products and services including add-ons and Third Party Services may be subject to their own distinct terms and conditions which you are advised to read.

3. Vodafone reserves the right to refuse to accept any customer

application.

4. Vodafone may vary or change the Agreement or any part of the Services for any commercial, technical or operational reason and any material changes shall be notified to you in advance.

5. These Terms apply to the Services which Vodafone have contracted to provide you at the time of entering into this Agreement and will continue to provide over the duration of the contract. These Terms can only be changed by Vodafone giving you thirty (30) days' notice. In the event of any such alteration, you shall have the option to terminate the Service without penalty during that 30 day notice period, subject to payment by you of all Charges due to date. Your continued use of the Service after this 30 day notice period has expired signifies your acceptance of any amendment.

6. Please note that Vodafone Agents are not authorised to amend this Agreement or to agree any provision which is inconsistent here with.

7. Connection to the Services shall be conditional on:

you having and maintaining a credit rating satisfactory to Vodafone and providing Vodafone with such financial security as it reasonably requires;

you providing valid proof of identity/address and such evidence of residency in Ireland as Vodafone may require;

you being over eighteen (18) years of age (if personal application); and

truthful and accurate completion of the application form by you and the provision of such other information as Vodafone may for any valid reason request.

8. There will be a customer care support service in connection with the Services, available from 09:00 to 21:00 from Monday to Friday and from 10:00 to 18:00 on Saturday, Sundays and Holidays at the following number: 1907.

9. If you are a customer with special needs (for example an elderly or disabled customer) we can provide you with Services and products geared towards your needs. We can also provide you with information material in other formats, such as braille, audio or large print. Please contact us via 1907 and tell us how we can help you.

SERVICE AVAILABILITY 10. You must have a service delivery address located within a geographic area covered by the network reach of the Access Provider's network.

11. Your service address must be capable of a standard installation type as determined by the Access Provider.

12. If you move house, we will try, but shall be under no obligation, to provide you with the Services at your new address if it is within our serviceable area. You will still be liable to pay the applicable Charges

in relation to the Minimum Period for the Services provided to your old address even if you move from that address during the Minimum Period, or if we do not provide you with Services at your new address, or if your new address is outside our serviceable area. Where we agree to provide the Services to your new address, you shall be entered into a new eighteen month minimum term contract for all Services associated with your account from the date of activation in the new address.

13. If you would like to transfer ownership of this Agreement you must complete and Vodafone must accept a valid transfer of ownership application. It is also possible to change and amend the account holder details for your Vodafone customer account. You can find out more information on www.vodafone.ie.

INSTALLATION

14. On the placing of an order for the Services, Vodafone will provide you with a timeline within which it will deliver the Services. This timeline may vary from customer to customer depending on the circumstances affecting the delivery mechanism for you. Vodafone will use its reasonable efforts to install the Services in accordance with the timeline it agrees with you, but such dates are estimates only and Vodafone cannot guarantee that it will meet such dates. Vodafone will work with the Access Provider to provide the initial connection to you as soon as possible and in any event within ninety (90) days of the date on your Customer Application Form or as otherwise agreed with you.

15. Each new order for the Services may require a Vodafone Agent visit to install the Equipment in your home or business premises ("Service Installation"). If an engineer visit is required, you will be notified with an initial appointment date and time (within normal working hours) for Service Installation. If you wish to reschedule this initial appointment, you can do so without charge until 5pm on previous working day, prior to the appointment.

16. The Service Installation will commence with an overview of your home or business premises (the "Premises") to ensure that the Premises can support the Services. You must allow the Vodafone Agents access to your property in order to allow for the installation of Equipment and so that they may carry out any works necessary for the provision of such Services.

17. You must have the Premises ready and safe for the Vodafone Agents to arrange the Service Installation. At the time of placing your order where you have requested that an extension kit be installed, you accept full responsibility to ensure that there is a clear and safe environment for the engineer to carry out the Service Installation. This includes moving any furniture likely to obstruct the path of the extension kit cable prior to the arrival of the Vodafone Agents. Under no circumstances will Vodafone Agents engage in such activity and Vodafone reserve the right to charge for any additional time spent on site by the Vodafone Agents as a result of having to wait, or as a result of having to reschedule the appointment due to the Premises not being ready for the Service Installation. 18. The Service Installation may require works to be carried out on the Premises, which may include a change of phone socket in the wall or drilling a hole through the wall of your property and affixing a coupler box to an external and internal wall and/or any other works which may be required to complete the Service Installation as deemed necessary by the Vodafone Agents. The Vodafone Agents will utilise any suitable available pre-existing overhead and underground infrastructure where possible, although in certain circumstances, underground digs may be required. Where no underground ducts are available, an overhead install solution may be used between homes and/or businesses and/or from a power line, or telephone, pole onto the façade of your

premises. You must be present at the premises at the arranged time for install, in order to facilitate access to the premises, as required and to acknowledge that the works have been carried out to a suitable standard.

19. As part of the Service Installation you may require Equipment in order to receive the Services. Where this Equipment has been posted to you, it is your responsibility to have the Equipment at the Premises prior to the Service Installation.

20. YOU ACCEPT THAT IN ORDER TO INSTALL THE SERVICES, CERTAIN THIRD PARTY CONSENTS MAY BE REQUIRED BY THE ACCESS PROVIDER AND IT MAY BE YOUR RESPONSIBILITY TO OBTAIN THESE CONSENTS WHERE REQUIRED. FAILURE TO OBTAIN THESE CONSENTS SHALL RESULT IN THIS AGREEMENT BEING TERMINATED WITH IMMEDIATE EFFECT WITHOUT PENALTY BETWEEN VODAFONE AND YOU. Where rental premises are concerned, it is the responsibility of the tenant to inform and seek permission from the landlord regarding the installation of Equipment, including any required alterations to the premises. YOU AGREE THAT YOU WILL INDEMNIFY VODAFONE IN RESPECT OF ANY CLAIM OF TRESPASS BY A LANDLORD OR ANY THIRD PARTY IN CIRCUMSTANCES WHERE YOU HAVE FAILED TO OBTAIN THE APPROPRIATE CONSENT AS REQUIRED UNDER THIS CLAUSE.

21. Vodafone shall make commercially reasonable endeavours to install the Services but shall not be liable in the event that it is not able to complete installation. In such event, the Agreement shall be terminated with immediate effect without penalty between Vodafone and you.

22. The Service Installation will be completed by the Vodafone Agents. Vodafone does not accept any liability whatsoever for any loss or damage that may occur to the Premises during the Service Installation.

23. You acknowledge that your power supply may be interrupted during the installation process. Furthermore during the provisioning of a Service you may experience a temporary loss of existing services and Vodafone shall not be held liable to you for any losses or damages howsoever arising during such period.

24. Please note you will be liable to pay a cancellation/penalty charge to Vodafone in each of the following cases;

a. If you have not provided the necessary cancellation notice period in respect of the scheduled Service Installation Appointment (i.e. Up to 5pm of the previous working day) or do not answer your phone within 10 minutes of the scheduled Service Installation Appointment;

b. If the Vodafone Agents cannot gain access to the Premises due to a 3rd party access issue, for example within an apartment block; c. If you refuse to allow the Vodafone Agents onto your property on the agreed appointment date;

d. In the event an extension kit is required and the Premises has not been cleared for the Vodafone Agents to work. This can include the removal of furniture or carpet etc.

e. Where the environment is considered dangerous or unsafe to the Vodafone Agents, the works may not proceed but the cancellation/penalty charge may be levied regardless.

THE SERVICES

25. After installation has been completed, Vodafone will provide the Services in accordance with this Agreement.

26. In supplying the Services, Vodafone will use reasonable skill and care but cannot guarantee fault free performance. Vodafone does not warrant that the Services will be suitable for specific customer applications, that the operation of the Services will be uninterrupted or error-free or that the Services will support or be compatible with any applications or other services which the Customer uses in conjunction with the Services.

27. Due to the wide range of causes of faults, many of them outside of Vodafone's control, it is not possible for Vodafone to fix a particular fault in a guaranteed timeframe. However, Vodafone will use all reasonable endeavours to repair faults in a timely fashion. There are no compensation and refund arrangements which apply if targeted service quality levels are not met, the service is provided on a best effort basis.

28. Vodafone reserves the right, at its discretion and without prejudice to any other provisions of this Agreement, to issue such reasonable instructions concerning the use of the Services as it considers necessary in the interests of safety, quality of the Services, other customers or telecommunications services as a whole. Vodafone may also issue details as to minimum system requirements.

29. Vodafone may modify the standard settings and/or features of the Services to offer additional services or value to a Customer's Services or tariff plan from time to time.

30. Vodafone shall make reasonable efforts to prevent unauthorised access to the Services by third parties but shall have no liability to the Customer for any loss or damage caused by unauthorised third party access to Services or the Equipment.

FAIR USAGE

31. Vodafone operates a fair usage policy (FUP). It is important to Vodafone that all eligible Vodafone customers are able to access our Services. Accordingly, we have devised a FUP which applies to all our Services. Vodafone may rely on this fair use policy where your usage of the Services is excessive or unreasonable as detailed in this paragraph. Vodafone has developed a threshold for the Services and the related tariffs by reference to average customer profiles and estimated customer usage of the Services (particularly the estimated volume and length of calls likely to be made and data used by end users) (the "Threshold"). If, at the absolute discretion of Vodafone, Vodafone is of the opinion, that your usage of the Services materially exceeds the Threshold over any month, Vodafone may contact you to advise you that your usage exceeds its fair use policy. If the excessive usage continues to exceed the Threshold after receipt of a request to desist from or alter the nature of such usage, Vodafone reserves the right to charge you for the excessive element of your usage at your price plan's standard rate or to suspend, at its absolute discretion, modify or restrict your use of the Service or to withdraw your access to the Services

entirely.

SUSPENSION OF THE SERVICE

32. You agree that from time to time it may be necessary for Vodafone to temporarily suspend the Services during periods of repair, essential maintenance or alteration or improvement to the Services or otherwise in accordance with the law.

33. Vodafone may immediately, without notice, temporarily bar, suspend, restrict, and/or disconnect your use of the Services (collectively "Suspension") wholly or partially for any valid reason, including without limitation, where:

a. you fail to pay any Charges set out in this Agreement

b. you fail to observe any other term or obligation set out herein or any relevant law; or

c. you engage in any activity (or permits any activity) which Vodafone (as in its discretion shall determine) considers:

i. to be contrary to existing legislation or regulations applicable to provision of the Services or

ii. is or is likely to have an adverse impact on the quality of the Services or the integrity of the Services.

34. Vodafone shall use reasonable endeavours to contact you, but shall not be obliged to contact you, prior to any such suspension of the Services.

35. Vodafone shall be entitled to maintain suspension of the Services until any breach outlined in Clause 33 is remedied to Vodafone's' satisfaction.

36. VODAFONE SHALL BE ENTITLED TO CHARGE A RECONNECTION FEE, AS SET OUT IN THE TARIFF SHEET, ON RECONNECTION OF A CUSTOMER FOLLOWING ANY TEMPORARY PERIOD OF SUSPENSION PURSUANT TO CLAUSE 33.

37. Vodafone may suspend the Services from time to time, without liability or notice, for the alteration, improvement or maintenance of the Services and/or where it is required to do so in compliance with any regulatory, government or legal requirement.

38. Where your Services are suspended in accordance with the above, any request for changes to the Services (including upgrades/downgrades or cessation) shall not be possible.

CUSTOMER RESPONSIBILITIES

39. You warrant that all information and details provided by you to Vodafone in your Customer Application Form are true and accurate and you shall promptly advise Vodafone immediately in writing or by contacting Vodafone's customer care team via 1907 (where applicable) with any changes to that information (including without limitation, your name, address, email address and/or telephone number).

40. You undertake and agree to use the Equipment as supplied by Vodafone only in order to access the Services and you shall not use the Equipment otherwise than permitted under this Agreement.

41. The Services are provided solely for your own use.

42. You undertake not to use or permit others to use the Services or the Equipment (including where relevant in any emails, or Customer Information made available on the Internet):

a. for business purposes to sell on or supply the Services to anyone on a commercial basis;

b. for any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the Services; c.

in any way that may cause degradation of service levels to other customers as determined by Vodafone's or in any way jeopardises, impairs, interrupts or interferes with the integrity or security of the Services;

d. to send unsolicited commercial communications or promotional material; e. for the communication, transmission, publication, distribution or dissemination of any material which is, may be or is intended to be a hoax or is of a defamatory, offensive, abusive, obscene, indecent or menacing nature or in breach of any intellectual property right;

f. for the processing of automated or manual "personal data" in contravention of Data Protection Legislation; or

g. otherwise in any manner which does not comply with the terms of any applicable law, legislation, regulation, direction or any licence or authorisation applicable to you or any instructions given by Vodafone from time to time.

43. You hereby agree to avail of the Services subject to the provisions of any legislation, regulations, bye-laws or codes of practice applicable to such use.

44. You shall ensure that all persons having access to the Services or the Equipment comply with this Agreement.

45. You shall comply with all reasonable instructions given to you by Vodafone in relation to the use of the Service and the Equipment.

46. You agree that you are responsible for keeping all usernames, PINs and passwords of all your Services secure and private at all times and understand that you should not in any circumstance give your PIN numbers, passwords to any third party (unless you are happy for them to use your account and to

incur additional Charges on your account). Please contact us immediately using the details on our website if you suspect or become aware of any:

- a. violation of the security on your Vodafone account;
- b. breach of the security software on your Services; c. unauthorised use of your Services; or
- d. other breach or suspicious performance on your Services.

47. YOU SHALL INDEMNIFY AND HOLD VODAFONE HARMLESS AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, EXPENSES AND PROCEEDINGS HOWSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE BY YOU OR ANY OTHER PERSON OF THE SERVICES AND/OR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND/OR ANY BREACH OF THIS AGREEMENT BY YOU.

EQUIPMEN

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48. If you select specific Equipment from Vodafone, a once off Equipment Fee may apply, otherwise Vodafone will supply suitable Equipment to you in order to facilitate provision of and use of the Services. This Equipment remains the property of Vodafone and may only be used in connection with the Services and you must comply with all manufacturers' instructions and any other reasonable instructions provided by Vodafone in relation to the use of this Equipment. Vodafone may add to or substitute the Equipment as necessary to provide the Services or for other valid reasons.

49. Vodafone will retain ownership of all Equipment, including but not limited to any cables and/or fittings provided to you under this Agreement and may remove them during or upon the termination of this Agreement. For the avoidance of doubt, title to any Equipment will not transfer to you and it shall remain vested in Vodafone unless agreed otherwise between you and Vodafone. In such circumstances title to such Equipment will pass to you upon full payment of any relevant equipment fees only.

50. You shall ensure that all Equipment is maintained and kept in good working order.

51. Vodafone does not guarantee that hardware, other than that supplied by Vodafone, will work with the Services. Vodafone does not encourage you to connect any equipment to the Services which has not been supplied or expressly approved by Vodafone. Vodafone shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by you, for use in connection with the Services. Any such equipment must be compatible with the Services, must not cause damage or loss to the Services and the Vodafone Network and must be used in accordance with relevant instructions, safety and security procedures.

52. Devices configured and sold by Vodafone are intended only to be used with the Services. To ensure that you are provided with the highest possible level of service and support, and to preserve the integrity

of the Vodafone Network, all devices sold by Vodafone shall be administered by Vodafone only. This means that under no circumstances shall Vodafone supply you with administration access for hardware, including when you close or cancel your account.

53. Vodafone does not support or make any assurances as to the quality of the Services supplied through the use of Third Party Equipment and shall not be responsible for any loss or damage howsoever arising from Third Party Equipment or the Services as a result.

54. Vodafone may change its service delivery method or platforms from time to time which may require you to change the Equipment and/or the Equipment settings to continue to avail of the Services. You agree that such changes do not constitute changes to the terms and conditions of Service. Vodafone is not liable for any costs incurred as a result of any changes required to be made by you.

55. On termination of this Agreement, cancellation of any Service or on receipt of any replacement Equipment, where the requirement for a particular piece of Equipment which was necessary for the provision of such Service is no longer necessary, you shall within fourteen (14) days of the date of such termination, cancellation or receipt of replacement Equipment, return the required Equipment to Vodafone.

56. VODAFONE WILL ARRANGE FOR A COURIER TO COLLECT THE REQUIRED EQUIPMENT. IF YOU MISS YOUR EQUIPMENT COLLECTION OR REPLACEMENT APPOINTMENT YOU MAY BE CHARGED AN EQUIPMENT NON-RETURN FEE. IF VODAFONE CANNOT MAKE DIRECT CONTACT WITH YOU IN ORDER TO SCHEDULE SUCH AN APPOINTMENT, WE WILL SEND YOU A COMMUNICATION BY TEXT AND/OR EMAIL DETAILING HOW TO GET IN TOUCH WITH VODAFONE TO ARRANGE COLLECTION OF THE EQUIPMENT. IF YOU FAIL TO CONTACT VODAFONE IN RETURN AND/OR FAIL TO RETURN THE REQUIRED EQUIPMENT, YOU MAY BE CHARGED AN EQUIPMENT NON-RETURN FEE.

57. If the customer requires replacement Equipment from Vodafone outside the period of their Equipment warranty, a charge may apply.

LIMITATION OF LIABILITY

58. Nothing in this Agreement shall limit or exclude Vodafone's liability to you for personal injury or death.

59. Vodafone shall use reasonable endeavours to ensure that the Service is available for use by you in accordance with the terms of this Agreement but shall not be liable for any delay, failure, interruption, or deterioration therein, howsoever arising.

60. Vodafone shall make reasonable efforts to prevent unauthorised access to the Services by third parties but shall have no liability to you for any loss or damage caused by unauthorised third party access to the Services or the Equipment.

61. You acknowledge that Vodafone shall to the greatest extent permitted by law, have no liability whatsoever for any delay, failure, interruption, non-availability or deterioration in any Equipment or Services provided under this Agreement.

62. Save as expressly provided herein, Vodafone disclaims all representations, warranties, guarantees, terms or conditions of any kind, whether express or implied, including but not limited to implied undertakings regarding quality of service implied under Section 39 of the Sale of Goods and Supply of Services Act, 1893 and 1980, to the fullest extent permitted by law and the customer agrees that is fair and reasonable. For the avoidance of doubt any limitation or exclusion of liability under these terms and conditions shall only be to the extent permitted by law.

63. Under no circumstances shall Vodafone be liable for any loss or damage arising as a result of:

the failure of the Services or Equipment due to the incompatibility of the Services with any equipment not supplied by Vodafone; the acts and omissions of other telecommunication operators (including the Access Provider); or

breach in the security or privacy of messages transmitted using the service provided by us unless the breach results from the wilful default of Vodafone or its employees.

64. Under no circumstances shall Vodafone be liable to you or any third party, whether under contract, tort, statute or otherwise, for any indirect, economic, special or consequential loss, howsoever arising as a result of your use of the Services and/or the Equipment or otherwise in connection with this Agreement, whether foreseen or unforeseen, including but not limited to 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.

65. Without prejudice to the exclusions of liability set out in this clause, Vodafone' entire aggregate liability to you or any third party for any and all claims, howsoever arising out of or in connection with this Agreement and whether under contract, tort, statute or otherwise, shall not exceed the lesser of (i) the total charges paid by the customer to Vodafone in the twelve (12) months prior to the date of the last event giving rise to such claim(s) and (ii) €1,500, provided that this shall not operate to exclude any minimum liability imposed by statute.

66. These Clauses 58-66 (LIMITATION OF LIABILITY) shall continue to apply notwithstanding termination of this Agreement for any reason whatsoever or howsoever arising.

USE OF INFORMATION

67. Vodafone shall comply with all of its legal obligations including (without limitation) under the Data Protection Acts 1988 and 2003. This section is subject to the provisions of Vodafone's Privacy Policy, which can be found at <http://www.vodafone.ie/privacy.html>. Vodafone shall collect and process personal data for legitimate business purposes that are connected with the delivery of the Services to you. These may include processing your application, conducting credit and anti-money laundering checks, supplying you with Vodafone's products or Services, administering your account, calculating usage and charges, invoicing, customer services and the efficient management of call and traffic data. Vodafone may also process your personal data for the following purposes:

to monitor or record calls to or from Vodafone's Customer Care support service for training and quality purposes, customer record purposes and in order to track reported problems;

to prevent, detect and investigate fraud or any other criminal activity;

to investigate improper use of the Services or the Network; or

to assess and profile your network and billing history for pricing, statistical and customer service purposes.

68. You consent to Vodafone accessing existing customer account details on Vodafone's systems (name, address, credit information, etc.) for the purposes of processing your Vodafone application, administering your account and provision of the Service to you. BY ENTERING INTO THIS AGREEMENT, YOU EXPLICITLY CONSENT TO THE USE OF CUSTOMER INFORMATION FOR THESE PURPOSES WHICH INCLUDE ACCOUNT MANAGEMENT, MARKET RESEARCH, CUSTOMER PROFILING, PRODUCT AND SERVICE DEVELOPMENT, PRODUCT AND SERVICE **MARKETING AND CUSTOMER CARE, EFFICIENT OPERATION OF THE SERVICES AND OTHER LEGITIMATE BUSINESS PURPOSES.**

69. Personal information will be retained for a reasonable period in accordance with Vodafone's legislative obligations under the Data Protection Acts in a secure environment.

70. Vodafone may find it necessary to disclose certain customer information to its group companies, other licensed telecommunications operators and Vodafone's agents and also to third parties (including other telecommunications operators) for the purpose of administration, account management, customer profiling, market research, fraud prevention, services and product development, insurance claims processing, porting and other legitimate business purposes. Personal data is not otherwise disclosed to third parties, save where required for the purposes of compliance with any regulatory, government or legal requirement.

71. Vodafone may use your contact details from time to time to contact you about Vodafone and its promotions, products or services which may be available to you or to send you details of such promotions, products or services. You hereby explicitly consent to such contact while you are availing of the Services and for a period of twelve (12) months after you cease to avail of the Services. The Customer may indicate in its Customer Acceptance Form or contact Vodafone's Customer Care support service via 1907 at any time that it does not wish to receive such communications.

72. You have the right to obtain a copy of any Personal Data (as defined by Data Protection Legislation) that Vodafone holds about you. If you wish to avail of this right, please submit a written request to: Data Protection Team, Customer Care, Vodafone Ireland Limited, Mountainview, Leopardstown, Dublin 18.

73. Vodafone, shall as part of any dispute resolution process, between itself and you, disclose such information as it deems reasonable and necessary, to the arbitrator/mediator in confidence

74. Vodafone may disclose Personal Data to third parties or other members of the Vodafone Group: (i) for the purposes of providing the Services; (ii) if required by Data Protection Law, court order, the Data Protection Commissioner or any other statutory body or agency; or (iii) to third parties lawfully sub-processing for Vodafone to deliver the Service.

CHARGES AND PAYMENT

75. Vodafone keeps an up to date set of details of prices and tariffs available on the Vodafone website at www.vodafone.ie/shop/broadband/charges.html from where up-to-date information on all applicable tariffs and maintenance charges may be obtained, including payment methods offered and any differences in costs due to payment method. Vodafone reserves the right to alter such tariffs from time to time and shall notify customers of such changes in accordance with Clause 5 of these terms.

76. Vodafone shall provide an online bill to you as default for the Service every month. You agree to provide a valid email address for the purpose of online billing. If you request a paper copy of the bill or are provided with a paper copy because a valid email address was not given for online billing a paper bill will be provided free of charge. If you request a hard copy of a previous bill, a fee may be charged.

77. All Charges and other payments due to Vodafone shall be paid in full by you by the due date for payment set out in Vodafone invoice. Where payment of the Charges is not made by the due date, Vodafone may apply a once-off late payment fee as set out in the Tariff Sheet. Vodafone reserves the right to contact you directly through the Services, by email, by post, or by telephone in relation to overdue payments.

78. In order to avail of the Service, you agree that all Charges and payments payable by you under this Agreement shall be paid by Direct Debit (unless otherwise specifically agreed with Vodafone). You hereby authorise Vodafone to debit the Charges and other payments due to Vodafone under this Agreement from your bank/credit card account. Vodafone reserves the right to apply a charge as set out in the Tariff Sheet for each occasion a Direct Debit payment fails provided the failure is not caused by Vodafone.

79. You agree that you are liable for any Charges incurred on your account irrespective of whether those Charges were incurred by you or anybody else with or without your consent.

80. Should you disagree with any charges shown on your bill, you should contact Vodafone's Customer Care support service via 1907 or, alternatively, lodge a complaint in accordance with Vodafone's Code of Practice (<http://www.vodafone.ie/aboutus/code/customers.html>), prior to the due date for payment. Notwithstanding any complaint, all invoiced amounts shall be paid on the invoice due date pending the outcome of the complaints procedure. If, following any such call to our Customer Care support service or the complaints procedure (as applicable), it is established that the Charges on any invoice are incorrect, Vodafone shall credit any overpayment to your account.

81. Save in the case of manifest error by Vodafone, all Charges shall be calculated by reference to the data recorded or logged by Vodafone. Vodafone's determination in respect thereof is final.

82. Where customer billing is dependent on information received by Vodafone from other networks or operators then you accept that such information is an accurate record of your use of the Services.

83. Where Charges are not applied to your invoice for the billing period relating to when they were incurred, notwithstanding any other clause herein, you remain liable for any accrued Charges and may, at any time, be billed for Charges incurred in a prior billing period.

CONTRACT TERM

84. The minimum term of this Agreement (the "Minimum Term") is outlined on the Customer Application Form, and following the expiry of the Minimum Term, the Agreement converts to a rolling one month contract thereafter.

85. In the event that you upgrade/downgrade from one Service as specified on your Customer Application Form to another Service or Tariff option, the Charges for the higher/lower option (as applicable) will apply with immediate effect. You will be given a new Minimum Term which will take effect from the date the upgrade/downgrade is applied and in the case of a downgrade a downgrade fee may apply where relevant. You will be advised of any applicable downgrade fee by Vodafone on your request to downgrade your Service to another Service or Tariff option.

86. In the event that you agree to avail of a promotional offer, you may be subject to a new Minimum Term as agreed between the parties as part of the terms of the offer

TERMINATION 87. Neither party may terminate the Agreement during any applicable Minimum Term. Should you terminate this Agreement during the Minimum Term, you shall provide Vodafone with thirty (30) days written notice or call 1907 to speak with our Customer Options Team and, in such circumstances; you shall be required to pay any applicable Termination Charges together with any other Charges provided for herein pursuant to Clause 94-96. Notwithstanding the above, in certain circumstances you may be entitled to cancel your order during the cooling off period provided by the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 as amended and a Termination Charge will not be applicable.

88. After the Minimum Term either party may terminate this Agreement or any of the specific Services. This may be done by you, the customer, providing Vodafone with thirty (30) days written notice or call 1907 to speak with our Customer Options Team or by Vodafone giving the customer thirty (30) days written notice.

89. You shall be entitled to terminate this Agreement by writing to us if we don't do something fundamental that we should have done under this Agreement, within thirty (30) days of you asking us in writing to do so

90. Vodafone shall be entitled to terminate this Agreement and cease providing the Services forthwith without notice if:

a. you are in material breach of this Agreement (including non-payment of the Charges as set out in this Agreement) ;

b. you are in breach of any term of this Agreement and have failed to remedy such breach within thirty (30) days of being notified of such breach;

c. any information supplied by you to Vodafone is false or misleading;

d. Vodafone is obliged to comply with an order, instruction or request of Government, COMREG, an emergency service organisation or other competent authority;

e. you are suspected of involvement with fraud or acts which are of defamatory, offensive,

abusive, obscene, menacing, unsuitable or unlawful character in connection with use of the Service; or

f. you die, become mentally ill or become the subject of bankruptcy or insolvency proceedings in any jurisdiction or have become unable to pay your debts as they fall due.

91. Vodafone shall be entitled to terminate this Agreement immediately by giving you notice if any event of Force Majeure continues for a period of thirty (30) days or longer.

92. The termination or suspension of this Agreement or your default hereunder shall not affect the accrued rights and obligations of the parties under the Agreement. Any terms which expressly, or by implication, are intended to survive termination of your Agreement shall continue to bind the parties following such termination.

93. On termination of the Agreement, all Charges accrued by you together with any Termination Charges shall become immediately due and payable and following termination, the Customer shall continue to pay the Charges accrued during the term of the Agreement or Minimum Term. **TERMINATION**

CHARGES

94. If you exercise your right of cancellation, any monthly Charges paid in advance by you shall not be refunded on termination of this Agreement for any reason.

95. Neither party may terminate the Agreement during any applicable Minimum Term other than as provided herein. Should you terminate this Agreement during the Minimum Term, you shall be required to pay any applicable Termination Charges together with any other Charges provided for herein and you hereby authorise Vodafone to debit the Termination Charge from your bank account.

96. Vodafone reserves the right such that, where you have availed of a discount, free Equipment or other promotion relating to the Agreement and terminate within the Minimum Term, an amount equal to the value of any such promotion, free Equipment or discount, pro-rated to the unexpired portion of the Minimum Term may at Vodafone's discretion be reckonable for the purposes of calculating the Termination Charge.

PROMOTIONS, SPECIAL OFFERS, THIRD PARTY SERVICES AND ADD ONS

97. Promotions, Special Offers, Third Party Services and add ons including, but not limited to, offers in respect of handsets, hardware, call plans, content and/or 'add on' features, shall be subject to the provisions of the Terms and Conditions under which they are released and you may be charged for these promotions, offers and/or additional services. The terms and conditions contained herein shall also apply generally to all Promotions, Special Offers, Third Party Services and add ons as may be released by Vodafone from time to time regardless of the subject thereof (unless explicitly stated otherwise in the Promotion, Special Offer or additional service terms and conditions).

CUSTOMER CARE & CODES OF PRACTICE

98. The Vodafone customer care policies and the Vodafone Code of Practice on Customer Care are set

out at www.vodafone.ie/aboutus/code.html. The Customer shall raise any complaints in relation to the Service using the complaints procedure set out in the Code of Practice.

99. The Customer shall contact Vodafone Customer Care in the event that it wants to alter any aspect of the Service, including, but without limiting the generality of the foregoing, the addition of a service, changes to a service and changes in the Customer's premises where the Services are provided.

100. The various customer support services provided by Vodafone change from time to time but details of the most up to date services, the means of obtaining these services and any associated charges are available at www.vodafone.ie/help/contact-us/.

NOTICE

101. Vodafone shall send all notices to the Customer:

a. Via text message to your mobile number as provided on registration and/or

b. by e-mail to your e-mail address as provided on registration; and/or c. in writing to your billing address as provided on registration; and/

d. in writing to the address on your bill (if different to the one provided by you provided on registration); and/or

e. by placing same on the Vodafone website and/or via national newspapers.

102. You shall send all notices to the address that appears on the last written correspondence regarding the Services sent by Vodafone to you or such other address as may be prescribed by Vodafone for the purpose.

103. Notice given by post or via the Vodafone website shall be deemed served 48 hours after posting or on earlier proof of delivery. Notice given by Vodafone in national newspapers shall be deemed served on the date of publication.

INTELLECTUAL PROPERTY RIGHTS

104. All rights, including copyright in Services and their content, belong to Vodafone, Vodafone's Access Provider(s), or Vodafone's Agents. Vodafone and they hereby reserve all rights. Nothing contained in this Agreement shall be construed as granting or conferring any rights to you by license, franchise, title, interest or otherwise in Vodafone or any property of Vodafone, including, without limitation, Vodafone trade names, trademarks, service marks or proprietary information.

105. The 'Vodafone' trademark and other related images, logos and names on the Services are

proprietary marks of Vodafone. Vodafone hereby reserves all rights.

106. Where Vodafone generates any Intellectual Property Rights in performing Services, or creating or customising Products for you (including without limitation by the creation or customisation of Software), all such Intellectual Property Rights shall, on their creation, vest in Vodafone exclusively.

107. The Services and Equipment must not be used in any way which breaches the Intellectual Property Rights of Vodafone and/or any third party.

ASSIGNMENT

108. This Agreement is personal to you. You shall not, except with Vodafone's written consent or in accordance with Vodafone's standard transfer procedures, assign or otherwise transfer the Agreement in whole or in part.

109. You agree that Vodafone shall be entitled, at its absolute discretion, at any time and from time to time, without notice and without your prior written consent, to assign, sub-contract, novate or otherwise transfer this Agreement or any of their rights and obligations under this Agreement to any third party including but not limited to any other company that controls, is controlled by, or is under common control to Vodafone.

FORCE MAJEURE

110. Neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments (where applicable for connection or Service Exclusions) 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").

ENTIRE AGREEMENT

111. Except for fraudulent misrepresentation, the Agreement represents the entire agreement between you and Vodafone relating to its subject matter and supersedes any previous agreements between the parties relating to the same. The parties acknowledge that, in entering into the Agreement, neither party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly provided for by the Agreement

WAIVER

112. Failure by either party to the Agreement 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.

SEVERABILITY AND SURVIVAL OF CLAUSES

113. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision(s) in question shall not be affected thereby.

114. Any provisions of this Agreement that are intended by their nature to continue or to come into effect after termination or suspension shall survive termination or suspension of this Agreement and shall continue in full force and effect.

GOVERNING LAW

115. This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.

116. Any reference to any legislative act or provision shall, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted or replaced.

Words incorporating the singular shall include the plural and visa versa;

Definition

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Access Provider - means the wholesale provider of your telephone line(s) and associated telephone number(s) from which Vodafone rents such line(s) and number(s) and/or the circuit reference number ("CRN") in relation to the fibre telecommunications network through which Vodafone provides you with fixed broadband and ancillary services. Agreement - means these Terms together with the Customer Application Form and any Service specific terms and conditions, tariff plans or promotions constituting a legally binding agreement between Vodafone and you.

Charges - means the charges for the Services, as published in Vodafone's periodically updated Tariff Sheet (including, but not limited to, connection charges, service options, monthly rental or tariff charges, call charges (which may vary depending on the type of call made), reconnection charges, Termination Charges, Equipment Non-Return Fees, TV Service Downgrade Fee and administrative charges) and certain Third Party Services which you may choose to receive;

Commencement Date - means the date whereon Vodafone has accepted your Customer Application Form and activated your Service.

COMREG - means the Commission for Communications Regulation which is the national regulatory authority for the electronic communications market in Ireland;

Customer or you - means the customer who, being an individual enters into this Contract by completing and signing the Customer Application Form or who, being an organisation, enters into this Agreement by virtue of the completion and signing of the Customer Application Form by an authorised signatory;

Customer Information - means all content, including any data, information, video, graphics, sound,

music, photographs, software and any other materials (in whatever form) transmitted, published, disseminated, distributed or otherwise made available by or on behalf of you, via e-mail, website or otherwise, using the Services;

Customer Application Form or CAF - means your application process for the Services. This form or application via online or telephone approves and authorises the provision of the Services by Vodafone to you and contains such information as Vodafone may reasonably specify. For the avoidance of doubt, the form, content and medium of the Customer Acceptance Form (in writing, on-line or via other means) shall

be as specified by Vodafone from time to time; Data Protection Legislation - means the Data Protection

Acts 1988 and 2003 and any amendment, replacement or supplement thereto, from time to time;

Equipment - means any Vodafone supplied or Third Party Equipment as required for the supply and use of the Services and provided to you by Vodafone for such purposes;

Equipment Non-Return Fee - means the fee or charge payable by you in relation to any Equipment, which is not returned upon request from Vodafone in accordance with these Terms, as set out in the "Other Charges" section of the Vodafone website;

Fixed - the word fixed when used in conjunction with a service means services which are associated with a specified address or location;

Intellectual Property Rights - means all intellectual property rights, including without limitation all trademarks, logos, get-up of brand(s), designs, symbols, emblems, insignia, fascia, slogans, copyrights, know how, information, drawings, plans and models, and other identifying materials, any and all rights pertaining to discoveries, concepts, ideas and improvements to existing technology whether or not written down or otherwise converted into tangible form, patents, rights in any domain names, database rights, goodwill, reputation, computer programs and analogous property, literary, dramatic, musical and artistic works and all other forms of industrial or intellectual property (in each case in any part of the world and whether or not registered or registerable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof) and all applications for registration thereof and all rights and interest, present and future, thereto and therein;

Minimum Term - means the minimum period for the supply of the Services, such period to be as specified on the Customer Application Form or as specified in the service specific terms and conditions commencing on the commencement date unless otherwise agreed between the parties;

Services - means the Vodafone Fixed telephone and broadband services.

Tariff Sheet - means the Vodafone Home Phone, Broadband and TV charges and pricing guide as may be amended by Vodafone from time to time in accordance with these Terms and which is available at www.vodafone.ie/shop/broadband/charges.html.

Termination Charge - means the fee payable by you where you choose to terminate this Agreement before the expiry of the Minimum Term and which is equal to the Charges for the balance of the remaining unexpired Minimum Term as specified in the Tariff Sheet.

Third Party Equipment - means any equipment of a third party which is supplied by Vodafone as part of the Services as set out in these Terms;

Third Party Service - means any service promoted or provided by third parties to you using the Services.

Vodafone - means Vodafone Ireland Limited, MountainView, Leopardstown, Dublin 18;

Vodafone Agents - means any third party authorised to promote and sell the Service or carry out services and/or business activities on Vodafone's behalf;

Vodafone Group - means Vodafone Group Plc and any company in which Vodafone Group Plc holds, directly or indirectly, 50% or more of its issued share capital or has the right to exercise, directly or indirectly 50% or more of the voting rights.

Vodafone Network - means the electronic communications systems used by Vodafone and the Access Providers to offer the Services.

Website – www.vodafone.ie or any such website or URL which we may dictate to you from time to time.

Our registered office is at - Vodafone Ireland Limited, Mountainview, Leopardstown, Dublin 18. **Vodafone Broadband Voice Terms**

Validity: from 20th January 2016, for new or upgrading customers

The following terms and conditions relate to the Vodafone Broadband Voice service (the "BB Voice Service") and apply in addition to and form part of the General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Services available on www.vodafone.ie/terms/fixed/ and any additional Service specific terms and conditions which 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. In the event of any conflict between the terms, the order of precedence shall be as follows; the terms and conditions set out below first, followed by any additional Service specific terms and conditions you have signed up to and finally the General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Services.

The General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Service and the definitions therein shall apply. In addition the following words shall have the following meanings:

Definitions

· Agreement - means the General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Service, these BB Voice Service terms and conditions, the Tariff Sheet (including Vodafone's tariffs for the Service) as amended from time to time, and the Customer Application Form (including the Customer authorisation) which together constitute a legally binding agreement between you and Vodafone;

· Broadband Voice - means the provision of a voice service over internet telephony services accessed by you.

· COMREG means the Commission for Communications Regulation which is the national regulatory authority for the electronic communications market in Ireland;

· Messaging Service - means the sending of a SMS message over the Service . National Directory

Database or NDD - means the record of all subscribers of publicly available telephone services in the State, including those with fixed, personal and mobile numbers, who have not refused to be included in that record;

TERM

1. The BB Voice Service is subject to a twelve (12), eighteen (18) or twenty four (24) month minimum term contract (the "Minimum Term") as outlined on your Customer Application Form. After the expiry of the Minimum Term, the Agreement converts to a rolling one month contract.

2. Either party may terminate this Agreement on the giving of a minimum of thirty (30) days written notice to the other. Where you terminate this Agreement during the Minimum Term, a termination charge will apply as set out in the Tariff Sheet. 3. If you request to add the BB Voice Service to your existing Vodafone account you will be entered into a new twelve (12), eighteen (18) or twenty four (24) month minimum term contract as specified to you by Vodafone for all services associated with that account from the date of the change.

THE SERVICE

1. In order for you to avail of, and receive the Vodafone BB Voice Service, you must ensure that you have a Vodafone broadband connection which has a speed equal to or greater than 100kbps. This is the mandatory minimum broadband requirement necessary in order for you to be able to avail of the Vodafone BB Voice Service.

2. Vodafone shall attempt to make the BB Voice Service available to you at all times. However, Broadband Voice services (including some Vodafone Broadband Voice Services add-ons such as Vodafone-to-Vodafone calling) are dependent on the quality of the customer's broadband Internet connection. Therefore, the quality of the BB Voice Service cannot be guaranteed in the event of power outages or other unforeseen circumstances beyond the control of Vodafone

3. In respect of the BB Voice Service, Broadband Voice telephone calls are carried in the public domain via Internet connectivity and therefore security of these calls is not guaranteed in the absence of further security measures as advised by Vodafone. Vodafone shall endeavour to use appropriate security measures but accepts no liability with respect to call confidentiality. Vodafone shall act within the

provisions of Data Protection Legislation in respect of your information.

4. Vodafone may monitor the use of BB Voice Service for violations of this Agreement. Vodafone may remove or block all communications if Vodafone suspect there has been or shall be a violation of the Agreement, or where Vodafone consider it necessary to protect the BB Voice Service or Vodafone, its affiliates, directors, agents, employees or customers from harm.

CALLS TO EMERGENCY SERVICES

1. Due to the nature of the BB Voice Service it shall not always be possible to accurately determine the exact location of a caller. An up-to-date address is required for BB Voice Service customers as this is required by the Emergency Services for location purposes. CALLERS USING THE BB VOICE SERVICE FOR EMERGENCY CALLS WILL NEED TO INFORM THE OPERATOR OF THEIR PHYSICAL LOCATION.

2. EMERGENCY CALLS TO 112, 911 AND 999 WILL BE DIRECTED TO THE EMERGENCY SERVICES BUT NO GUARANTEE IS MADE ABOUT THE RELIABILITY OF SAME AND YOU SHOULD BE ESPECIALLY AWARE THAT POWER OUTAGES WHICH RENDER COMPUTER EQUIPMENT AND INTERNET CONNECTIVITY NON-FUNCTIONAL SHALL PREVENT THE USE OF THE VODAFONE SERVICE FOR EMERGENCY CALLS. IN THE EVENT OF SUCH AN OUTAGE VODAFONE ADVISE CUSTOMERS TO USE ALTERNATIVE METHODS, SUCH AS MOBILE TELEPHONES, TO ACCESS EMERGENCY SERVICES OR ANY OTHER CONNECTED SERVICES. VODAFONE ALSO ADVISE CUSTOMERS TO PLAN ACCORDINGLY IN ADVANCE.

3. VODAFONE SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE SERVICE, INCLUDING 999, 911 OR 112 DIALLING, AT ANY TIME, OR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY: THIRD-PARTY OMISSION, EQUIPMENT FAILURE, EQUIPMENT MODIFICATION, FORCE MAJEURE, EQUIPMENT SHORTAGE, LOSS OF POWER OR THIRD PARTY FAULTS.

4. There may be a greater possibility of network congestion and/or reduced speed in the routing of calls to emergency services or connected services made utilizing the BB Voice Service as compared to traditional calls to emergency services or connected services dialled over traditional public telephone networks. You should inform any household residents, guests and other third persons who may be present at the physical location where the BB Voice Service is used of the important differences in and limitations of voice services over internet telephony dialling as compared with traditional phone service as it relates to access to emergency services and connected services.

5. Vodafone do not have any control over whether, or the manner in which, calls using the BB Voice Service are answered or addressed by any emergency response centre or connected services provider. Vodafone disclaim all responsibility for the conduct of emergency response centres and connected services providers.

6. Neither Vodafone nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to accessing emergency services or connected services unless such claims or causes of action arose from gross negligence or wilful misconduct by Vodafone.

7. YOU SHALL DEFEND, INDEMNIFY, AND HOLD VODAFONE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO THE CUSTOMER IN CONNECTION THE SERVICE HARMLESS, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) BY, OR ON BEHALF OF, THE CUSTOMER OR ANY THIRD PARTY RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE BB VOICE SERVICE, INCLUDING THE INABILITY OF ANY USER OF THE BB VOICE SERVICE TO BE ABLE TO ACCESS EMERGENCY SERVICES OR CONNECTED SERVICES.

VOICEMAIL

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1. Voicemail is a value-added service provided to Customer by Vodafone. Voicemails shall be accessible to you on your phone by dialling 171 and following the prompts.
2. Voicemails shall be stored for a maximum of 3 months after which they shall be deleted permanently. You are advised to store your voicemails in email form where you need them for longer than this 3 month period.
3. Where you have not activated your voicemail, you may not be able to access voicemails left in their inbox.
4. You will be able to upload and send your own voicemail greetings using the BB Voice Service. You hereby grant Vodafone and Vodafone's Agents a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any voicemail greetings uploaded using the BB Voice Services.
5. Vodafone reserve the right to suspend any voicemail account that not has been accessed for a consecutive period of 5 months without prior consent or notification. A suspended voicemail account may be reactivated by contacting Customer Care services or our online resources. In case of a suspension, Vodafone reserve the right to delete the content of a voicemail account at the time of suspension, including any greetings and any saved voicemails. 6. In case a suspended account remains suspended for an additional consecutive period of one (1) month, Vodafone reserves the right to terminate the voicemail account.

EQUIPMENT AND THE NUMBER

1. If you accept the BB Voice Service, Vodafone will allocate a number to your line. The telephone number and any rights in the number belong to Vodafone, subject to the PORTING clauses; you may not sell or agree to transfer the number to any person. For the avoidance of doubt, you shall not own the number allocated to him/her.
2. Vodafone are entitled to change your telephone number or code number or the specification of the BB Voice Service for operational reasons but will always endeavour to advise you of this by giving at least 30 days' prior notice.
3. Numbers shall be de-allocated from your account where there is cancellation or lapse of

the account.

4. Irish geographic numbers allocated to you which are subsequently de-allocated upon cancellation or lapse of your account, shall be quarantined for 13 months during which time they shall be available for you should you decide to reopen your account. Upon expiration of the thirteen (13) month quarantine period, these numbers shall be removed permanently and shall be unavailable for recovery by you.

5. Vodafone does not offer support of any hardware other than approved devices purchased from Vodafone. Where hardware purchased directly from Vodafone is suspected to be faulty, and on the instruction of the Vodafone customer care team, the customer may return the item at their own expense to Vodafone within 30 days of receipt. Vodafone recommend it be returned by registered post or similar tracked delivery. Items lost or damaged while being returned to Vodafone are the responsibility of the customer.

6. You are advised that where, in exceptional circumstances, a government authority orders the reallocation or change of a phone number, Vodafone is permitted to change your phone number for the BB Voice Service.

FAIR USAG E

1. The BB Voice Service is for normal residential use, including any unlimited calling plans

2. The use of the BB Voice Service for telemarketing and the use of auto-diallers in connection with the BB Voice Service is strictly prohibited.

3. Vodafone can suspend or terminate the BB Voice Service if Vodafone determine, in our sole discretion that the number of calls or charges for calls made by you indicate that the Services are not being used in a manner consistent with normal residential usage or that you are otherwise in violation of this Agreement. Vodafone will make reasonable efforts to contact you before suspending or terminating the BB Voice Service but Vodafone are not liable for any loss you may suffer through any suspension covered by this condition.

4. For the avoidance of doubt the fair usage limits per month are as follows:

1. 5,000 local and national call minutes from your landline to another Irish landlines; and 2. 1,500 call minutes from your landline to an Irish mobiles, where applicable

5. Exceeding these Fair Usage limits may result in charges being incurred. All usage outside of or exceeding the limits of a Call Plan shall be charged at standard rates viewable at www.vodafone.ie/shop/broadband/charges.html.

CALL PLANS AND CHARGES

1. All Charges and other payments due to Vodafone shall be paid in full by you by the due date for payment set out in the Vodafone invoice. Where payment of the Charges is not made by the due date, Vodafone may apply a once off late payment fee as set out in the Tariff Sheet. Vodafone reserves the right to contact you directly by email, by post or by telephone in relation to overdue payments.
2. You will be liable for any and all charges for calls or usage made from or by a device to your account or on their network while using the BB Voice Service.
3. Calls to premium rate numbers (including but not limited to 15XX prefixed numbers) and other 'special numbers' such as directory enquiries and non-geographic numbers (including but not limited to 18XX prefixed numbers - see the Tariff Sheet for details) are excluded from your monthly allowance.
4. Terms and conditions relating to specific add-on tariffs as may be amended from time to time shall be available on www.vodafone.ie
5. You may change from your current tariff plan to another tariff plan upon giving a minimum of thirty (30) days' notice of intention to change and only after the conclusion of the minimum term, and upon paying the downgrade fee as set out in the Tariff Sheet, unless specified otherwise by Vodafone, and where, at the time of requesting or effecting the change, you do not have unpaid amounts owing.
6. In the event that payments are overdue, Vodafone reserves the right to suspend or disconnect the BB Voice Service and/or other telecommunications services, including fixed line services, supplied by Vodafone to you.
7. Tariff plans shall be of minimum of 18 months' duration for the BB Voice Service; and may be of longer duration as agreed by you via the signed Customer Application Form or other written/oral agreement.

PORTIN

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1. Porting enables you to retain your previous phone number when you move to another network operator or telecoms provider.
2. By completing the Customer Application Form, where porting is requested, you warrant and represent that you accept the terms contained therein, have provided accurate information and that you are the person authorised to instruct Vodafone to port the number.
3. You acknowledge that:
 1. the request will terminate service with the existing telephony provider; 2. only the number specified will be moved;
 3. it shall be your responsibility to ensure that you give sufficient notice of termination of any agreement with any previous service provider, subject to the terms and conditions of that agreement;
 4. it shall be your responsibility to ensure that all information provided in the Customer Application Form is complete and correct. The port request may be rejected if any information provided is inaccurate,

incomplete or misleading;

5. the services provided by the previous service provider to you, including, without limitation, unused call credit or benefits, tariffs, terms and conditions of use and call management services that applied to your service will not be transferable or transferred to your Vodafone services;

6. contractual and other obligations, charges and costs due to the previous service provider will remain due and owing and shall be subject to settlement by you with the previous service provider in accordance with the terms and conditions applying to the provision of that service; and, in the case of telephony numbers, the previous service provider may decline to proceed with the port in the event that there is a debt on the account i.e. account is barred or suspended; and

4. The process will be deemed to commence on the date of signing and submission of the Customer Application Form and it may not be possible to reverse the process once it has started.

5. Where the signatory is not the person legally entitled to request Vodafone to move the number or a person or entity authorised to complete the Customer Application Form, or if fraudulent or misleading information is supplied, then the signatory will be personally liable for all or any loss or damage arising from the unauthorised transfer of the number.

6. Vodafone may refuse to process your instructions if:

1. information provided by you is incorrect or misleading;

2. The information provided in relation to the number is not compatible with information held by the previous service provider;

3. Vodafone shall endeavour to comply with criteria established by COMREG in respect of number porting but does not warrant or represent that the number port will be completed within a particular timeframe. There may be a period where no services are available, from either the previous service provider or from Vodafone.

4. Vodafone will not be liable or responsible for making good any loss, damage, costs or expenses or other liability whether incurred directly, indirectly or as a consequence of the unavailability of the BB Voice Service.

7. In respect of a 'port out' request where you wish to move your number from Vodafone to another provider, you are requested to ensure that there are no payments outstanding on their account before they arrange for a port out request to be submitted in respect of any number.

DIRECTORY ENQUIRES 1. Vodafone does not provide a telephone directory service. Vodafone may make your name, address and telephone number available to the emergency services and to any other licensed public telecommunications operators for the purpose of telephone directories and a public directory enquires service. You must notify us, in writing, should you wish any such information to be withheld or if you wish to opt out of the National Directory Database (NDD) and if this is your wish then we shall only disclose such information if and to the extent that we are legally required to do so.

2. Third parties are allowed to use the NDD for direct marketing. Upon your request Vodafone can request the operator of the NDD to place an indicator next to your NDD entry advising third parties that you do not wish for their details to be used for this purpose.

3. Vodafone do not accept any liability whatsoever for a failure by any other operator to whom Vodafone provide such information to comply with any listing request that you may make to Vodafone or to that operator.

Vodafone Broadband Terms

Always connected

- Always Connected is only available to customers who have their home broadband with Vodafone and also have an eligible consumer Vodafone bill pay mobile plan. The Always Connected data can be applied to the account holder of the Vodafone Home account.

- Fastest average download speeds on 4G and the Speedtest Award winner for overall network speed. Claim based on OOKLA's analysis of Speedtest intelligence data for Q2-Q3 2017.

- Always Connected will be available to eligible customers if they contact the Vodafone Care team when they experience a broadband outage, and the Vodafone Care team is unable to resolve the broadband outage issue. The broadband outage issue must be related to a fault on the line, and the exclusions listed in these terms must not apply.

- The Always Connected data allowance is in addition to your plan's base data allowance and will be used before your plan's data allowance.

- The Always Connected data allowance is only available for thirty days from the date it is applied. It will expire either once you have used up the Always Connected data allowance, or at the end of the thirty days.

- The Always Connected data allowance is for use in Republic of Ireland only. Only your plan's base data can be used for roaming, and normal roaming data charges will apply.

- If you move to a different plan or resign your plan during the 30 day period, the Always Connected data allowance will not transfer to your new plan.

- If you exceed the Always Connected allowance and your plan's base data, you will be charged your standard data rate.

- The type of scenarios where the Always Connected data can be provided are:

- Fixed connection fault

- When your service is disconnected in error

- Circumstances where Always Connected data won't be provided:

- If there is a general service outage. A general service outage is when there is a service or network issue and multiple customers will be affected at the same time.

- For compensation if your plans standard mobile data or broadband data allowance has already been used for the billing month

- If there are billing issues and therefore your broadband service has been suspended.

- For a low broadband connection speed

- When there is a hardware failure

- When changing to another provider and the new connection is delayed

- In a broadband 'port waiting' situation ○ On a mobile connection that is currently on hold or barred due to credit reasons or has been reported lost or stolen

- If there is a general service outage ○ When moving house and haven't given Vodafone the required 10 working days' notice, you are waiting for your Fibre or FibreX consent/installation or broadband access.

- If you are a pay as you go customer.

- In certain circumstances (i.e. if you are experiencing intermittent broadband connection issues) you may be asked to keep using your broadband connection to enable Vodafone to diagnose and resolve the broadband issues

- The always connected data is subject to availability of mobile bill pay services connections

- The always connected data can be applied a maximum of 4 times and this service can be removed at the discretion of the service provider

- Vodafone Consumer Terms, Mobile Terms, Mobile Plan Terms and Conditions and Residential Broadband Terms apply.

Fixed Broadband Modem Terms

**Validity: from 1st
April 2015**

The following terms and conditions are in addition to and form part of the Standard Terms and Conditions of Vodafone Fixed Line and Fixed Broadband Services, and the Vodafone Fixed Broadband Terms and Conditions and are effective from 1st April 2015; in addition the following words may have the following meanings:

Definitio n s

- Broadband Modem – means the equipment required and used by the Customer to facilitate the supply of Fixed Broadband Services from Vodafone to the Customer.
- Vodafone Broadband Modem – means the Broadband Modem equipment supplied by Vodafone, as requested by the customer, for the purpose of facilitating the Fixed Broadband Services supplied in this Agreement.
- Non-Vodafone Broadband Modem – means the Broadband Modem equipment supplied by the Customer for the purposes of facilitating the Fixed Broadband Services supplied in this Agreement. This equipment may or may not have originally been supplied by Vodafone and, if so, was not supplied for the purposes of this current Agreement.
- Modem Fee – means the fee or charge payable by the Customer in relation to any Vodafone supplied Broadband Modem equipment.

1. If the Customer selects a Vodafone Broadband Modem from Vodafone a one off, Modem Fee

may apply. Vodafone will supply a suitable broadband modem to customers in order to facilitate provision of and use of the Service. This Vodafone Broadband Modem remains the property of Vodafone and may only be used in conjunction with Vodafone broadband products and must comply with all manufacturers' instructions and any other reasonable instruction provided by Vodafone. Vodafone may add to or substitute the Vodafone Broadband Modem as necessary to provide the Services or for other valid reasons. 2. On termination of the Agreement, or on cancellation of any Vodafone Broadband Modem

Broadband Services, or on receipt of a replacement modem, the Customer shall within thirty (30) days of the date of termination or cancellation, receipt of replacement, arrange for postage of the equipment at no cost to the Customer to Vodafone. Vodafone shall provide the Customer with a pre-paid postage package. In the event of any such Vodafone Broadband Modem not being returned to VODAFONE within thirty (30) days of the cancellation of the Services, the Customer may be charged a modem fee as set out in the "Other Charges" section of the Vodafone website. 3. From the time we deliver the equipment to the Customer until the Customer return the Equipment

to Vodafone the Customer must take reasonable care of it. The Customer must not and must not allow anyone else (other than Vodafone representatives) to add to, interfere or modify the equipment in any way and the splitting of lines and or cable by the Customer is strictly not allowed. As well as any other rights Vodafone may have, such action may result in our suspending the Services, terminating the Agreement and/or Vodafone retaining the whole or a part of any deposit. 4. The Customer may use its own, Non-Vodafone Broadband Modem to access the Fixed

Broadband Service. If the Customer uses a Non-Vodafone Broadband Modem for access to the Fixed Broadband Services, Vodafone does not support or make any assurances as to the quality of Fixed Broadband Services through use of Non-Vodafone Broadband Modems and may not be responsible for any loss or damage howsoever arising to Non-Vodafone Broadband Modem or the Fixed Broadband Services as a result. 5. Vodafone may change its service delivery method or platforms from time to time which may

require the Customer to change the Broadband Modem and/or the Broadband Modem settings to continue to avail of the Fixed Broadband Service. The parties agree that such changes do not constitute changes to the conditions of Service. Vodafone is not liable for any costs incurred as a result of any changes required to be made by the Customer. 6. For existing customers opting to re-contract their Fixed Broadband Services with Vodafone, for a

further Minimum Term or more, Vodafone may waive any new Modem Fee as a promotional offer from time to time. 7. If the Customer requires a replacement Vodafone Broadband Modem from Vodafone within the

period of their Vodafone Broadband Modem warranty, the Customer is entitled to a free replacement Vodafone Broadband Modem provided the original Vodafone Broadband Modem is;

1. confirmed by Vodafone technical support to be faulty; 2. this fault is confirmed as not caused by the Customer; and 3. the original Vodafone Broadband Modem is confirmed as returned to the appropriate

warehouse. 8. Vodafone will provide a pre-paid postage package. If the original Vodafone Broadband modem is

not returned to the address specified by Vodafone within 20 working days, Vodafone reserves the right to charge the customer for any replacement Vodafone Broadband Modem. 9. If the customer requires a replacement Vodafone Broadband Modem from Vodafone outside the

period of their Vodafone Broadband Modem warranty, a charge may apply. 10. If the customer returns a Vodafone Broadband Modem to Vodafone as a change of mind during the Cooling Off Period or for the purposes of receiving a free replacement Vodafone Broadband Modem under clause 5 and this modem is returned damaged in any way, such that the Vodafone Broadband Modem is not fit for resale, Vodafone reserves the right to charge the customer. 11. If for any reason Vodafone in error supplies additional Vodafone Broadband Modems to the

customer, the customer may notify Vodafone immediately.

Vodafone CGA Broadband Terms

Validity: From 20th January 2016, for new or upgrading customers

The following terms and conditions cover your use of the Current Generation Access ("CGA") Broadband (the "CGA Broadband Service") and apply in addition to and form part of the General Terms and Conditions of Vodafone Fixed Telecommunications and Broadband Services available on here and any additional Service specific terms and conditions which 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. In the event of any conflict between the terms, the order of precedence shall be as follows; the terms and conditions set out below first, followed by any additional Service specific terms and conditions you have signed up to and finally the General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Services.

Definition s

- Active Line - means a line which is/may be receiving service from another telecommunications provider.

- Agreement - means the General Terms and Conditions, these terms and conditions, the Tariff Sheet (including Vodafone's tariffs for the Service) as amended from time to time and the Customer Application Form (including the Customer authorisation) which together constitute a legally binding agreement between you and Vodafone;

- **TERM** 1. The CGA Broadband Service is subject to a twelve (12), eighteen (18) or twenty four (24) month

minimum term contract (the "Minimum Term") as outlined on your Customer Application Form. After the expiry of the Minimum Term, this Agreement converts to a rolling one month contract. 2. Either party may terminate this Agreement on the giving of a minimum of thirty (30) days written

notice to the other. Where you terminate this Agreement during the Minimum Term, a termination charge will apply as set out in the Tariff Sheet. 3. If you request to add a Service to your existing Vodafone account you will be entered into a new

twelve (12), eighteen (18) or twenty four (24) month minimum term contract as specified to you by Vodafone for all services associated with that account from the date of the change.

SERVICE AVAILABILITY

1. The CGA Broadband Service is subject to availability based on local exchange upgrades and is

not universally available to all customers. 2. The provision of the CGA Broadband Service shall

be subject to the following pre-conditions:

- Vodafone must be satisfied, that it is technically feasible to produce a quality service on the your line in all applicable conditions;

- Your line must pass all pre-qualification testing carried out by Vodafone and/or the Access Provider and the line must be capable of activation for the CGA Broadband Service and 3. If any of the pre-conditions in clause 5 above are not satisfied, Vodafone shall be entitled to

terminate the Agreement, without liability, immediately by giving notice to you. 4. Your line must pass all prequalification testing carried out by Vodafone and/or the Access

Provider and the line must be capable of activation for the Service at the service delivery address. 5. You agree to delegate responsibility to Vodafone to act on your behalf in instances where an

Active Line is preventing an order from completing. Vodafone will request the release of the line from the current service provider so that Vodafone can provide service to your premises.

THE SERVICE

1. Vodafone may need to access your modem remotely in order to gather diagnostic information

about reported issues and to fix any customer issues using firmware upgrades or configuration changes. You agree that Vodafone may carry out such access as is necessary by Vodafone to ensure stability of service. 2. From time to time, Vodafone will carry out firmware upgrades or configuration changes to your

modem in order to improve the customer experience. Where possible, Vodafone will provide you with advance notice of such upgrades or changes. However, it will not always be possible to provide such notice and you acknowledge that Vodafone may carry out such upgrades or changes without providing any advance notice to you, in certain circumstances 3. You may be able to use the CGA Broadband Service: a) to upload, email or transmit content; and

b) to access content which is branded or provided by others and to acquire goods and services from others. Where such access is provided, Vodafone's role is limited to transmitting content to you and Vodafone does not exercise control over the content, goods or services. Vodafone is not responsible or liable in any way for, and does not endorse, any of this content, goods or services. **SERVICE**

LIMITATIONS

1. You acknowledge that the speeds in respect of the CGA Broadband Service as indicated by

Vodafone, may vary and be reduced by contention within the network from time to time. These speeds are not guaranteed and Vodafone does not accept any liability in respect of these speeds. Speeds indicated are line speeds and not data transfer speeds. 2. Vodafone shall provide a CGA Broadband Service speed of up to 24Mbps but 'up to' speeds are

not guaranteed. 3. You acknowledge that the best speeds will always be achieved by connecting a device directly to the modem via the ethernet cable. Wi-Fi speeds will vary based on distance from the

modem, the amount of users connected and other electrical devices that may be using the same wireless channel e.g. cordless phones or baby monitors. You acknowledge that by keeping up to date with software, firmware and antivirus updates may also ensure the device will be able to achieve optimum speeds. 4. You acknowledge that speeds achievable and service quality are strictly subject to each

customers device and service capabilities. 5. You acknowledge and accepts by entering this Agreement, that the CGA Broadband Service will

not support existing traditional copper delivered telephony/traditional voice line dependent services such as, but not limited to; landline, and in particular calls to the Emergency Services, monitored alarm or panic/assistance button/service, Fax line, TV Service using phone line, older TV set top boxes or any other service that relies on the use of a traditional copper circuit switched phone line. For the avoidance of doubt, the CGA Broadband Service, in and of itself, does not provide a PSTN service, and does not provide a voice service through which access to emergency services and caller location information is provided. 6. Vodafone does not have any procedures put in place to shape traffic so as to avoid filling or overfilling a network link. However, Vodafone does measure traffic for billing, fair usage monitoring and such that it can take action to enhance your experience of the CGA Broadband Service, such interventions will not degrade your experience in any appreciable manner.

FAIR USAG E

1. The fair usage cap for data usage on the CGA Broadband Service is 1000 GB over the course of

any given billable month. If you exceed the fair usage cap for data on more than two (2) occasions in any calendar year then Vodafone may terminate or suspend your CGA Broadband Service. Vodafone will proactively contact you in advance of any suspension or termination.

CHARGE S 1. All Charges and other payments due to Vodafone shall be paid in full by you by the due date for

payment set out in the Vodafone invoice. Where payment of the Charges is not made by the due date, Vodafone may apply a once off late payment fee as set out in the Tariff Sheet. Vodafone reserves the right to contact you directly by email, by post or by telephone in relation to overdue payments. The General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Service and the definitions therein shall apply. In addition the following words shall have the following meanings:

Vodafone Broadband Max Terms

1. The following terms and conditions of Vodafone's Broadband Max are in addition to and form part of the terms and conditions relating to the Vodafone At Home product (Vodafone Landline and Fixed Broadband Services "Standard Terms and Conditions"); 2. In the event of any conflict, these terms and conditions of the Vodafone Broadband Max product

will prevail. 3. This product supports voice but does not include any voice minutes. All calls made using this

product will be charged as per the standard Vodafone at Home tariff sheet as out of bundle calls on a per minute basis. 4. This product is subject to an 18 month minimum term. 5. Broadband speeds advertised for this product are maximum speeds and may not be always

possible depending upon a number of factors. 6. If a new modem is required for this service it must be purchased separately and is not included in

the product price. 7. The monthly allowance for this product is 15GB per month. 8. This product will only be available in certain geographic areas as indicated by Vodafone. The

product will be available in other areas but the advertised speeds will not be available in those areas. The customer acknowledges that this is the case. 9. Promotional Pricing –Vodafone mobile customers will be entitled to avail of a promotional price of

€29.99 per month. Standard price for Non-Vodafone customers is €31.99 per month. 10. Existing Customers can migrate to this product but will incur a one off migration charge of €25. 11. The following value add services and add ons are the only items available with this product:

o

F-secure

,

o the 30GB and 150GB usage
add ons and

o DECT handset o And such other add ons and value add services as Vodafone may decide from time to time. 12. In circumstances where the customer terminates this contract during the 18 month minimum term a termination charge will applying calculated as follows: MONTHLY RECURRING CHARGE X NUMBER OF MONTHS REMAINING IN THE MINIMUM TERM

Fixed Broadband Remote Access Terms The following terms and conditions of Vodafone Fixed Broadband Remote Access (also referred to as “the Service”) are in addition to, and form part of, the terms and conditions relating to a) Vodafone Office multi-line and Vodafone Office, and b) Vodafone Landline and Fixed Broadband Services

1. To sign up for the Service, the Customer agrees to provide the requested information as

completely and accurately as possible. If any information is found to be incorrect, the Customer will be requested to resubmit this correctly within seven days of notification. Failure to provide the correct information may result in a delay in provision of the Service to the Customer. 2. As part of the registration process, the Customer must also choose a password to control access

to the Service. It is the sole responsibility of each Customer (and the Customer's authorized users) to maintain the security and privacy of their password at all times. Vodafone reserves the right to disable or cancel a Customer's access to the Service where, in its reasonable opinion, a password has been compromised. 3. The Customer shall also be responsible for all activity that occurs under the Customer's account

subscription and for any data which is transferred using the Service. 4. The Customer may not interfere or attempt to interfere with the Service or any other remote user

of the Service, nor attempt to gain access to any unauthorised Service resources. 5. The Service may not be used for unauthorized transmission of intellectual property, nor be used

for an activity that infringes a copyright, patent, trademark, trade secret or reasonable rights to privacy. The Customer may also not use the service to transmit unsolicited material, viruses, worms, trojans or any other potentially malicious or destructive materials. 6. Vodafone reserves the right to amend, alter or modify the Service, without notice, in order to

protect network or data integrity or in order to comply with its regulatory or legal obligations. 7. Under no circumstances will Vodafone be responsible for any event leading to data loss,

corruption, integrity or theft, or for any indirect or consequential losses that may arise as a result of any such event. In using the Service, the Customer agrees to hold Vodafone harmless in this regard. 8. Vodafone, at its sole discretion, may withdraw the Service at any time by providing the Customer

no less than 30 days' prior notice of such.

Definitio n s

- Fixed Broadband Remote Access - means a managed service to enable the Customer, and users authorized by the Customer, gain remote access to computer systems managed by the Customer.

Vodafone Gigabit Broadband Terms

Validity: From 20th January 2016, for new or upgrading customers

The following terms and conditions relate to the Vodafone fibre to the building broadband service (the "Gigabit Broadband Service") and apply in addition to and form part of the General Terms and Conditions of Vodafone Fixed Telecommunications and Broadband Services available on <http://www.vodafone.ie/terms/fixed/>. 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. In the event of any conflict between the terms, the order of precedence shall be as follows; the terms and conditions set out below first, followed by the General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Services.

TERM

1. The Gigabit Broadband Service is subject to a twelve (12), eighteen (18) or twenty four (24) month minimum term contract (the "Minimum Term") as outlined on your Customer Application Form. After the expiry of the Minimum Term, the Agreement converts to a rolling one month contract.
2. Either party may terminate this Agreement on the giving of a minimum of thirty (30) days written notice to the other. Where you terminate this Agreement during the Minimum Term, a termination charge will apply as set out in the Tariff Sheet.
3. If you request to add an additional Service to your existing Vodafone account (e.g Broadband Voice or Vodafone TV etc.) you will be entered into a new twelve (12), eighteen (18) or twenty four (24) month minimum term contract as specified to you by Vodafone for all services associated with that account from the date of the change.

THE SERVICE

4. Vodafone may need to access your modem remotely in order to gather diagnostic information about reported issues and to fix any customer issues using firmware upgrades or configuration changes. You agree that Vodafone may carry out such access as is necessary by Vodafone to ensure stability of service.
5. From time to time, Vodafone will carry out firmware upgrades or configuration changes to your modem in order to improve the customer experience. Where possible, Vodafone will provide you with advance notice of such upgrades or changes. However, it will not always be possible to provide such notice and you acknowledge that Vodafone may carry out such upgrades or changes without providing any advance notice to you, in certain circumstances.
6. You may be able to use the Gigabit Broadband Service: a) to upload, email or transmit content; and b) to access content which is branded or provided by others and to acquire goods and services from others. Where such access is provided, Vodafone's role is limited to transmitting content to you and Vodafone does not exercise control over the content, goods or services. Vodafone is not responsible or liable in any way for, and does not endorse, any of this content, goods or services.
7. Vodafone may provide email and/or storage and/or other facilities in association with the Gigabit Broadband Service. You accept that such facilities are not electronic communications services or products and may be subject to additional terms and conditions of third parties. Vodafone does not warrant that such facilities will meet the needs of any customer nor does it guarantee the availability of such facilities.
8. Please note that the services provided by the previous service provider to you, including, without limitation, unused call credit or benefits, tariffs, terms and conditions of use and call management services that applied to your current service will not be transferable or transferred to your Vodafone services.

SERVICE LIMITATIONS

9. You acknowledge that the speeds in respect of the Gigabit Broadband Service as indicated by Vodafone, may be reduced by contention within the network from time to time and these speeds are not guaranteed. Speeds indicated are line speeds and not data transfer speeds.

10. You acknowledge that the best speeds will always be achieved by connecting a device directly to the modem via the ethernet cable. Wi-Fi speeds will vary based on distance from the modem, the amount of users connected and other electrical devices that may be using the same wireless channel e.g. cordless phones or baby monitors. You acknowledge that by keeping up to date with software, firmware and antivirus updates may also ensure the device will be able to achieve optimum speeds.

11. You acknowledge that speeds achievable and service quality are strictly subject to each customer's device and service capabilities.

12. You acknowledge and accept by entering this Agreement, that the Gigabit Broadband Service will not support existing traditional copper delivered telephony/traditional voice line dependent services such as, but not limited to; landline, and in particular calls to the Emergency Services, monitored alarm or panic/assistance button/service, fax line, TV Service using phone line, older TV set top boxes or any other service that relies on the use of a traditional copper circuit switched phone line. For the avoidance of doubt, the Gigabit Broadband Service, in and of itself, does not provide a PSTN service, and does not provide a voice service through which access to emergency services and caller location information is provided.

13. Vodafone does not have any procedures put in place to shape traffic so as to avoid filling or overfilling a network link. However, Vodafone does measure traffic for billing, fair usage monitoring and such that it can take action to enhance your experience of the Gigabit Broadband Service, such interventions will not degrade your experience in any appreciable manner.

EQUIPME

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14. You shall be responsible for use of all equipment in connection with the Gigabit Broadband Service and you agree that access to the Internet is at your own risk and subject to all applicable laws. Vodafone advises all customers to install an appropriate Internet security solution on your own equipment but Vodafone shall have no liability to you for any loss or damage arising from installation, use or non-use of such software.

FAIR

USAG

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15. The fair usage cap for data usage on the Gigabit Broadband Service is 1000 GB over the course of any given billable month. If you exceed the fair usage cap for data on more than two (2) occasions in any calendar year then Vodafone may terminate or suspend your Gigabit Broadband Service. Vodafone will proactively contact you in advance of any suspension or termination. The General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Service and the definitions therein shall apply. In addition the following words shall have the following meanings:

Definitio

n s

· Agreement - means the General Terms and Conditions, these terms and conditions, the Tariff Sheet (including Vodafone's tariffs for the Service) as amended from time to time and the Customer

Application Form (including the Customer authorisation) which together constitute a legally binding agreement between you and Vodafone;

· FTTB - means fibre-to-the-building;

· Gigabit Broadband - means the provision of a broadband service via a FTTB network to be provided by Vodafone to you in accordance with these Service terms and conditions.

· PSTN - means the Public Switched Telephone Network.

Gigabit Broadband Experience 1000

From 1st May 2018 Gigabit Broadband Experience 1000 customers can sign up to Vodafone Gigabit Broadband speeds of up to 1GB for an introductory offer of €25 a month for the first 6 months. Subject to 18-month contract. Customer will receive up to 1GB speeds for 18 months. Gigabit Broadband Experience 1000 price based on promotional price and thereafter price of the Gigabit 150 product at time of sign up. Once out of contract the customer will be defaulted to 150mbps product and its corresponding price at the time. Offer ends 30 June 2018. Speeds are based on maximum attainable download speed subject to network coverage, customer device capability and service usage. Fair usage policy applies. Full terms and conditions please see vodafone.ie

Vodafone Simply Broadband Terms

1. The following terms and conditions of Vodafone's Simply Broadband are in addition to and form

part of the terms and conditions relating to the Vodafone At Home product (Vodafone Landline and Fixed Broadband Services "Standard Terms and Conditions"); 2. In the event of any conflict, these terms and conditions of the Vodafone Simply Broadband

product will prevail. 3. This product supports voice but does not include any voice minutes. All calls made using this

product will be charged as per the standard Vodafone at Home tariff sheet as out of bundle calls on a per minute basis. 4. This product is subject to an 18 month minimum term. 5. Broadband speeds advertised for this product are maximum speeds and may not be always

possible depending upon a number of factors. 6. If a new modem is required for this service it must be purchased separately and is not included in

the product price. 7. The monthly allowance for this product is 15GB per month. 8. This product will only be available in certain geographic areas as indicated by Vodafone. The

product will be available in other areas but the advertised speeds will not be available in those areas. The

customer acknowledges that this is the case. 9. Promotional Pricing –Vodafone mobile customers will be entitled to avail of a promotional price of

€29.99 per month. Standard price for Non-Vodafone customers is €31.99 per month. 10. Existing Customers can migrate to this product but will incur a one off migration charge of €25. 11. The following value add services and add ons are the only items available with this product:

1. F-secure, 2. the 30GB and 150GB usage add ons and 3. DECT handset 4. And such other add ons and value add services as Vodafone may decide from time to

time. 12. In circumstances where the customer terminates this contract during the 18 month minimum term a termination charge will applying calculated as follows: MONTHLY RECURRING CHARGE X NUMBER OF MONTHS REMAINING IN THE MINIMUM TERM

Vodafone TV Services Terms & Conditions

Anyone signing up to these TV terms from 25th October 2017: minimum Vodafone Broadband connection fixed speed of 20Mbps required for Vodafone TV, min of 28Mbps required for Wireless Multiroom.

Definition s The General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Service and the definitions therein shall apply. In addition the following words shall have the following meanings:

Content – audio-visual and audio media such as TV programmes and films, applications, information and/or other services accessible through the Vodafone TV Service via your [Vodafone TV Box and/or the Vodafone TV App] on your TV or mobile device. Plan Charges - the minimum monthly amount we charge you for the Vodafone TV Services plan you have chosen.

Service & Maintenance Fees – the fee which you may need to pay for any repair to the Vodafone TV Service which we may vary from time to time as set out in our TV Price Plan.

TV Licensing Authority - The Authority responsible for the administration of TV licenses in Ireland, namely, An Post.

TV Price Plan - our TV Price Plan document setting out further details of the Vodafone TV Services applicable to you and any pricing applicable to such services which is also available on our Website.

Vodafone Additional Paid TV Services – are optional services which are provided by third parties and/or Vodafone which are charged in addition to your Plan Charges and which may be cancelled at any time. Examples of these include but are not limited to add ons, bolt ons and non-inclusive content.

Vodafone Broadband and Home Phone Services – the communications service you receive through our network.

Vodafone TV Box – means the device(s) that we provide to you as part of the Vodafone TV Service.

Vodafone TV App – the Apple iOS and Google Android compatible mobile or tablet application developed and owned by Vodafone which allows you to access and enjoy the Vodafone TV Service.

Vodafone TV Service Equipment – your Vodafone TV Box, the power supply unit, remote control and any other equipment or cables which we may provide to you as part of the Vodafone TV Service and manufactured by third parties.

Vodafone TV Service(s) – the audio-visual multi-media services provided to you by Vodafone which allow you to access and enjoy Content through Vodafone's user interface as further set out in clause (b), which includes the Vodafone Core TV Services, the Vodafone TV App, Vodafone TV Service Equipment and where applicable the Vodafone Additional Paid TV Services.

Vodafone TV Service Terms

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These terms and conditions govern your use of the Vodafone TV Service ("the Service"). These service specific terms and conditions apply in addition to and form part of the General Terms and Conditions for Vodafone Fixed Telecommunication and Broadband 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. In the event of any conflict between the terms, the order of precedence shall be as follows: the Vodafone TV service specific terms set out below first, followed by any Vodafone Broadband service specific terms and conditions, followed by the General Terms and Conditions for Vodafone Fixed Telephone and Broadband.

Vodafone TV Terms and Third Party Terms

1. This Agreement sets out the legally binding agreement between (1) the customer whose name appears on the Customer Application form ("you") and (2) Vodafone Limited ("us", "we" or "our") in respect of the Vodafone TV Services as defined below. 2. Please read through these Vodafone TV Terms carefully and note that capitalised words have special meanings - see the 'Definitions' section at the beginning of these terms. You agree to be bound by the General Fixed Telephone and Broadband Terms and Conditions, any Broadband service specific terms and conditions and these TV service specific terms while you receive the Vodafone TV Services and to read and comply at all times with this Agreement which can also be found on our Website at www.vodafone.ie/tv. You agree that you are responsible for compliance with this agreement by anyone who uses the Vodafone TV Service in your household or who has access to the Vodafone TV Service associated with your account.

3. In entering this Agreement, you also confirm your acceptance of Vodafone's right to share your information with third party service providers for the provision of the Vodafone TV service, in accordance with the "Your Information" clauses 30,31,32 below and the Vodafone Privacy Policy.

4. Other terms and conditions may apply to your use of the Vodafone TV Service, including:

other terms and conditions which cover any new services, competitions, Vodafone Additional Paid TV Services and/or third party Content offered to you through the Vodafone TV Service; and

other safety guide card (which will be provided by the third party manufacturer of the Vodafone TV Box) and any terms and conditions applicable to your Vodafone TV Box which relate to the hardware and/or software used and/or licensed in connection with your Vodafone TV Box. The safety guide card will be provided with your Vodafone TV Service Equipment.

Term 5. The Vodafone TV Service is subject to a twelve (12), eighteen (18) or twenty four (24) month minimum term contract (the "Minimum Term") as outlined on your Customer Application Form. After the expiry of the Minimum Term, this Agreement converts to a rolling one month contract.

6. Either party may terminate this Agreement. This may be done by you, the customer, providing Vodafone with thirty (30) days written notice or by calling 1907 to speak with our cancellation team; or by Vodafone giving the customer thirty (30) days written notice. Where you terminate this Agreement during the Minimum Term, a termination charge will apply as set out in the Tariff Sheet.

7. If you request to add the Vodafone TV Service to your existing Vodafone account you will be entered into a new twelve (12), eighteen (18) or twenty four (24) month minimum term contract as specified by Vodafone for all services associated with that account from the date of the change.

Supply of the Vodafone TV Service

8. The services which we provide to you under this Agreement are made up of:

other Vodafone TV Service, which is provided by us and gives you access to Content on your television and includes the Vodafone Core TV Service and any Vodafone Additional Paid TV Services;

your Vodafone TV Box and Vodafone TV Service Equipment; your Content, which you receive through the Vodafone TV Service and is made available by third party content providers; and

other Vodafone TV App.

9. Vodafone endeavour to provide a high quality service without interruptions. However, you understand that we cannot promise that the Vodafone TV Service will always be accessible, continuous or free of faults and that there may be times when all of, or certain features, parts or Content displayed may be unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, at our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of any Content, or any features, parts or content of the Vodafone TV Service or failure to transmit any advertised television programme or

channels or to do so at the advertised time.

10. We will always do what we can to make sure the Vodafone TV Service is accessible by you and our other users and we will endeavour to provide a high quality service without interruptions. Nonetheless, we cannot promise that the Vodafone TV Service will always be accessible, continuous, secure or free of faults or errors. Your Vodafone TV Service may be affected and/or disrupted by circumstances that are outside of our control. For example, you may suffer disruption due to the availability of digital channels in your area; extreme weather conditions; your internet connection; and the availability and quality of Content.

11. The Vodafone TV Service is for private, domestic non-commercial use in your single, private dwelling in the Republic of Ireland only and must not be used to broadcast Content to the public or for any business or commercial purposes or on any business or commercial premises. The Vodafone TV Service is only provided to the Vodafone TV Box located in your residential home and you do not have the right to distribute or otherwise stream the content from this to any mobile device, tablet device or personal computer. You do not have the right to (directly or indirectly) charge viewers a fee for viewing the channels (or any of them) or any supplementary and/bonus services which we may provide from time to time and which you access through your Vodafone TV Service. In the event that you are found to be in breach of this Clause, Vodafone reserves the right to disable, alter, suspend or terminate the provision of the Service with immediate effect. Furthermore Vodafone reserves the right to bring civil action against you where you are in breach of this Clause.

12. You agree that the Vodafone TV Service, its channels, and any additional and/or bonus services which we may provide from time to time cannot be subscribed to by you on a "pay per day" basis or any other that permits you to subscribe to any element of the Vodafone TV Service, its channels or any additional and/or bonus services for less than a period of one month, unless otherwise agreed.

13. We may change the method of delivery, the format and Content which forms the Vodafone TV Service from time to time. You agree that your use of the Vodafone TV Service is on an 'as is' and 'as available' basis and at your sole risk.

14. Please note that the Vodafone TV service does not automatically apply watershed rules. You acknowledge and accept that Vodafone holds no responsibility for ensuring that where a minimum age recommendation is provided for Content, that Content is not viewed by persons under the minimum age. You acknowledge and accept that parents should exercise their own parental control to ensure that any Content watched by their children is suitable. 15. Netflix offer (only applicable to customers who signed up before 31 January 2017): A computer or other device that streams from Netflix (manufactured and sold separately) and an Internet connection are required to watch instantly. Offer is not redeemable or refundable for cash, subject to applicable law, and cannot be exchanged for Netflix gift subscriptions. Please note the expiration date which applies to the Netflix Activation Code, by which date you accept you are bound to redeem your Netflix activation. Offer has a cash value which is equal to 6 months of the Netflix standard subscription. For existing Netflix users, the offer value will be credited to their existing plan. For details, please visit www.netflix.com/termsfuse. Offer end date: 31 January 2017. Netflix coupon expiry date: 31 March 2017.

Your Internet Connection and Minimum Requirements

16. In order for you to avail of, and receive the Vodafone TV service, you must ensure that you have a

minimum Vodafone Broadband connection fixed speed of 20Mbps required for Vodafone TV, min of 28Mbps required for Wireless Multiroom.

17. In order for you to receive the Vodafone TV Service, you must ensure that the Vodafone TV Service equipment is always connected to your Vodafone broadband service. In order for you to be able to fully enjoy all of the Vodafone TV Service, you understand and acknowledge that the Vodafone TV Service uses your broadband connection for many reasons, including but not limited to, software updates, collecting metadata, evaluating how you use your account and access Content. In order for you to receive the TV Service, you must allow us to access details of your customer account information, including your customer reference number, which you use for receipt of the TV Service and you must allow us to collect information and data through your customer account information and your Equipment in order for us to provide the TV Service to you. Where such information is Personal Data as defined, Vodafone will hold and process such data in accordance with Data Protection Legislation.

18. If you do not maintain a Vodafone broadband connection which is at least as fast as our mandatory minimum speed, outlined at 12 above, or if your broadband connection is or becomes unavailable, interrupted or if you have broadband data caps applied, we are not responsible or liable for any loss or damage that you may incur or for any deterioration in the quality of, or your ability to fully access and enjoy the Vodafone TV Service.

Ownership of the Vodafone

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19. You understand that we will provide you with the Vodafone TV Service Equipment so that you can receive the Service. You agree that all Equipment supplied by us to you shall at all times be and remain as between Vodafone and you the exclusive property of Vodafone. The Equipment will always remain the exclusive property of Vodafone such that upon termination of this Agreement with Vodafone, you shall return the Equipment to Vodafone.

20. You must take all reasonable care with the Vodafone TV Box we provide to you and keep it in good working condition throughout the Minimum Term. Without prejudice to any other term in this Agreement, we shall be responsible for the replacement or repair of your Vodafone TV Box throughout your Minimum Period provided the damage to the Vodafone TV Box is not caused by you. We reserve the right to replace any damaged or broken Vodafone TV Box with either a new or a re-conditioned Vodafone TV Box. 21. In order for you to receive the Service you must ensure your television is connected to Vodafone TV Box. You may connect speakers to the Vodafone TV Box however you shall not connect any other device, mechanism, computer, or electronic link to the Vodafone Equipment (including the Vodafone TV Box) which may damage or cause interference with the Vodafone Equipment. Any such form of interference with the Vodafone Equipment by you shall be a material breach of this Agreement and Vodafone shall be entitled to terminate this Agreement with immediate effect.

22. You are responsible for ensuring that the Equipment is at all times kept safely and properly used and in this regard you agree: If Equipment does not have electricity supplied and is not on or in standby /rest mode recordings will not take place during that time & updates not pushed through. That you shall not dispose of or deal with any of the Equipment in a way by for example, trying to sell it or hire to anyone else, or by putting it up as security for a loan , mortgage or charge, or allow any of the Equipment to be

seized under any legal process. You shall not move the Equipment to another location without our prior written consent.

23. Where you have been provided with a Personal Video Recorder (PVR) Vodafone TV Box and unless you are otherwise notified, you may record certain linear programming for private and domestic use for the sole purpose of enabling the programming on the Service to be viewed at another time by you at your home. Where you cancel or terminate the Service you will no longer be able to access recordings of the Service.

24. Vodafone does not warrant that the operation of your Vodafone TV Box will be uninterrupted or error free. Where Vodafone finds that your Vodafone TV Box is found to be faulty we will send you a replacement Vodafone TV Box and you shall return the faulty Vodafone TV Box to Vodafone.

**Your
Security**

25. You agree that you are at all times responsible for ensuring that your Vodafone TV Service account details are fully up to date.

26. You agree that you are responsible for keeping all usernames, PINs and passwords secure and private at all times and understand that you should not in any circumstance give your PIN numbers, passwords to any third party (unless you are happy for them to use your account and to incur additional Charges on your account).

27. Please contact us immediately using the details on our Website if you suspect or become aware of any:

violation of the security on your account;

breach of the security software on the Vodafone TV Service;

unauthorised use of your Vodafone TV Service; or

any other breach or suspicious performance on Vodafone TV Service.

28. If we suspect or detect any illegal activity on your Vodafone TV Services account, including for example the avoidance of digital management systems, then we may report the activity to the police and we shall take any other action which we deem to be reasonably necessary in order to ensure the security of the Vodafone TV Services.

29. You agree that you are at all times responsible for ensuring that any updates to the Vodafone TV Service are installed as soon as possible following their release by Vodafone or by any third party manufacturer or Content provider.

**Your
Information:**

30. We may use your information in accordance with these terms below and our Privacy Policy (which can be found on our Website).

31. We may use your information for the following purposes, including but not limited to: manage your account, provide you with the Vodafone TV Service which you have requested, carry out customer-care activities and train our staff, including monitoring calls, emails or text messages that you send us; monitor the quality and security of the Vodafone TV Service, the Vodafone TV Box and Vodafone TV App, our network and test and maintain our IT systems; review how you use the Vodafone TV Service, the Vodafone TV App and the Set Top Box for marketing purposes or for any other purposes such as carrying out research for statistical analysis. In doing so, we may review how you use the Vodafone TV Service, such as your browsing habits and use of our Websites. We may monitor and analyse when or how frequently you access certain Content through the Vodafone TV Service;

32. Whenever possible, we will aggregate or anonymise your information when sharing it with third parties so that you are not identifiable in any way. We may also share your information with our Content service providers in order to assist them to analyse and evaluate the services they provide with us, or for any other purposes identified and set out in our Privacy Policy and for the purpose of investigations being carried out by our Content Service providers into breaches of their rights under this Contract and for the purposes of use in enforcement actions being taken by our Content service providers as a consequence of such investigations.

**Third party Content providers and manufacturers of the
Vodafone TV Box**

33. In relation to Content providers, you understand and agree that:

o Vodafone is not the Content provider's agent (except in relation to billing and payment) and Vodafone shall not be responsible for dealing with any issues in connection with the sale and/or on-going support of such Content;

o we do not manage or control our Content providers so cannot schedule or dictate the inclusion or timing of any Content provided as part of the Vodafone TV Service nor be responsible for any failure to display any such Content on the Vodafone TV Service, including via a third party application, where the failure is outside of Vodafone's control;

o some Content not included in your basic package (including within the Vodafone Additional Paid TV Service) will incur Charges which are set by third party Content providers (subject to changes from time to time) and if you elect to purchase this Content directly with the third party Content provider, these additional third party Content Charges will be payable by you to such third party Content provider. o and we cannot guarantee that any information provided by Content providers, or any other third party, is correct.

34. Except in respect of any products or Vodafone TV Service Equipment which we provide to our customers, you accept that we have no responsibility over any Content providers or manufacturing third

party companies so cannot be liable for any form of loss or damage incurred as a consequence of you dealing with Content providers, manufacturers or third parties while using the Vodafone TV Service.

35. In the unlikely event that the Content on your Vodafone TV Service changes, we will try to provide similar and suitable replacement Content of the same or similar quality and value as quickly as possible and update you as and when necessary. You acknowledge that we may not be able to give you notice of such a change.

Charges and Payment:

36. All Charges and other payments due to Vodafone shall be paid in full by the Customer by the due date for payment set out in the Vodafone invoice. Where payment of the Charges is not made by the due date, Vodafone may apply a once-off late payment fee as set out in the Tariff Sheet. Vodafone reserves the right to contact the Customer directly through the Services by email, by post or by telephone in relation to overdue payments.

37. You agree that you are liable for any Charges applicable to use of the Vodafone TV Service at your home whether you or anybody else (with or without your permission) incur those Charges. If you become aware of any unauthorised and/or fraudulent use of the Vodafone TV Service by someone else, you must notify us as quickly as you can. Please note, if you fail to notify us of any unauthorised use of the Vodafone TV Service once you become aware, we will not be liable for any losses which you may incur and you may be liable for such Charges.

Maintenance of the Vodafone TV Service

38. We may make changes to the Vodafone TV Service at any time for various reasons, including but not limited to maintenance, upgrades, fixing errors, improving security and/or as a result of legal or regulatory requirements. These changes will usually take place without affecting your ability to access the Vodafone TV Service and we will try to ensure that we do so out of peak viewing hours, with downtime kept to a minimum. However, as a result of these changes, you may lose access to some or all of your Vodafone TV Service but we will always try to fix this as quickly as possible. We will not be liable for any loss of access to the Vodafone TV Service you may suffer from the temporary loss of access.

Intellectual Property Rights

39. You must not use any Content, branding or Intellectual Property Rights of Vodafone, Content providers or third party suppliers without obtaining written provision in advance.

Ending this Agreement & Suspension of the Service

40. Suspension: Sometimes but only when it is necessary, your Vodafone TV Service may be suspended or limited. The reasons for this may be technical, mechanical, operational, security, legal or regulatory and we will restore your access as quickly as we can. We will not be liable for any losses you suffer from any such suspension or limited access. 41. In addition to our rights to suspend and/or terminate the

Service for technical, mechanical, operational, security, legal or regulatory reasons, we can suspend or restrict your use of any part of the Vodafone TV Service we or our Content providers suspect or detect that your Vodafone TV Box is avoiding or likely to avoid any digital rights management systems that protect the copyright of the Content provided to you through the Vodafone TV Service.

42. We will try to tell you in advance when we suspend or restrict your use of the Vodafone TV Services, but we do not have to.

43. Ending: Without prejudice to any other Term, we may end this Agreement, in part or in full, at any time by writing to you if:

o you do anything (or allow anything to be done) which we think may damage or affect the operation of our network;

o a Content provider or third party manufacturing company informs us that you are not complying with their terms and conditions;

o within 7 days of us asking you in writing, you do not do something fundamental that you have to do under this Agreement (for example, pay the Charges when they are due); or

o we are permanently unable to provide the Vodafone TV Service or any material part of the Vodafone TV Service to you.

44. When this Agreement comes to an end:

o we will disconnect your equipment and any Vodafone TV Box from our network and the Vodafone TV Service. Following this, you will only be able to access direct terrestrial television and Freeview channels;

o subject to payment of the third party Charges set out in this Agreement which may appear on your bills following the end of this Agreement, you will have to pay all Charges you owe on the date we disconnect your equipment and/or the Vodafone TV Box from our network and the Vodafone TV Services (including any charges for third party services) following receipt of a bill

45. We will cancel your Vodafone TV Service immediately if you do not hold a valid television licence from the TV License Authority.

TV Add-ons. (Last updated 1st May 2018).

**Sky
Sports
Add-on:**

Offer applies to existing and new Vodafone customers. For New Customers: Subject to 18 month contract. Sky Sports pack, 20 euro p.m. for first 6 months, 40 euro p.m. thereafter. Existing Subscribers to Sky Sports, 20 euro p.m. for first 6 months when you avail of add-on, 40 euro p.m. thereafter. Customers can only avail of this offer once. Offer End date: 30th September 2018.

Sky Cinema Add-on: Offer applies to existing and new Vodafone customers. For New Customers: Subject to 18 month contract. Sky Cinema, 24 euro p.m. for duration of the period the customers avails of Sky Cinema add-on. Existing Subscribers to Sky Cinema: Automatically receive Sky Cinema, 24 euro p.m. for duration of the period the customers avails of Sky Cinema add-on. Offer end date: 30th September 2018.

Sky Sports Pack and Sky Cinema Add-on:

Offer applies to existing and new Vodafone customers. For New Customers: Subject to 18 month contract. Sky Sports Pack and Sky Cinema Add-on, 24.50 euro p.m. for first 6 months, 49 euro p.m. thereafter. Existing Subscribers to Sky Sports Pack and Sky Cinema: Automatically receive Sky Sports Pack and Sky Cinema, 24.50 euro p.m. for first 6 months when you avail of add-on, 49 euro p.m. thereafter. Customers can only avail of this offer once. 30th September 2018.

Eir and BT Sport Add-on OR Wireless Multiroom as part of TV Plus package:

Offer applies to new Vodafone TV Plus customers only. Subject to 18 month contract. Customer can avail of either Eir and BT Sport Add-on or Wireless Multiroom for free for first 6 months of contract.

If a new TV Plus customer avails of Eir and BT Sport Add-on, this add-on will be free for first 6 months, 25 euro p.m. thereafter.

If a new TV Plus customer avails of Wireless Multiroom Add-on, this add-on will be free for first 6 months, 5 euro p.m. thereafter. Installation of wireless mutiroom is free as part of this offer.

Customers can only avail of this offer once. Offer end date:
30th September 2018.

Eir and BT Sport Add-on:

Offer applies to existing and new Vodafone customers. Subject to 18 month contract. Eir and BT Sport, €25 p.m. for duration of the period the customers avails of Eir and BT Sport add-on.

Customers can only avail of this offer once. Offer end date:
30th
September
2018.

Wireless Multiroom Add-on:

Offer applies to existing and new Vodafone customers. Subject to 18 month contract. Wireless Multiroom, 5 euro p.m. for duration of the period the customers avails of wireless multiroom add-on. One-off installation fee of 99 euro per multiroom box. Customers can only avail of this offer once. Offer end date:

30th September 2018.

If a customer would like to avail of more than one wireless multiroom box, the fee will be 5 euro p.m. per box and 99 euro installation fee per box.

Existing TV customers with Eir and BT Sport Add-on before 1 May 2018.

Eir and BT Sport Add-on OR Wireless Multiroom as part of TV Plus package:

Offer applies to new Vodafone TV Plus customers only. Subject to 18 month contract. Customer can avail of either Eir and BT Sport Add-on or Wireless Multiroom for free for first 6 months of contract. If a new TV Plus customer avails of Eir and BT Sport Add-on, this add-on will be free for first 6 months, 20 euro p.m. thereafter.

If a new TV Plus customer avails of Wireless Multiroom Add-on, this add-on will be free for first 6 months, 5 euro p.m. thereafter. Installation of wireless mutiroom is free as part of this offer.

Customers can only avail of this offer once. Offer End date: 30th April 2018.

Eir and BT Sport Add-on:

Offer applies to existing and new Vodafone customers. Subject to 18 month contract. Eir and BT Sport, 25 euro p.m. for duration of the period the customers avails of Eir and BT Sport add-on.

Customers can only avail of this offer once. Offer End date: 30th April 2018.

Vodafone TV Anywhere App

The Vodafone TV Anywhere application (the “App”) updated 26th March 2018

1. The App is available for download, from Google Play Store and iOS App Store, in the Republic of

Ireland (the “Territory”) and allows you (and any Additional Users) to watch certain Live, Restart and Catch-Up TV Content on your Device(s) at home or in another EU Member State if you are temporarily present outside the territory. Due to rights restrictions Content cannot be accessed outside of EU Member States 2. The App is continuously evolving and therefore features, functionality, device restrictions and

channels may change, and/or be removed, from time to time without notice. 3. To access and use the App you must:

1. Be a Vodafone TV customer and have registered a “My Vodafone” account. (To create one please visit

<https://broadband.vodafone.ie/myaccount/session/register> if you do not have such an account.) 2. While we have certified certain devices as compatible with the App, we believe that the

majority of Android and IOS Smartphone and Tablets are compatible. However, some non-certified devices may not function correctly or even at all. 3. Download, and install the Vodafone TV Anywhere App onto your device 4. Have a correctly registered device. Registering your device connects it to the network,

and allows you to retrieve the content. Registering is important because some broadcasters only allow up to 2 registered devices to access content. If your device isn't registered, it won't be able to access the content, and therefore the app. Your device(s) will automatically be registered after the first log in to the Vodafone TV Anywhere App. You can change a device you have registered once per calendar month every month. To remove a registered device, you must make that change on your My Vodafone at Home online account. 5. Have a maximum of two concurrently active registered devices. If you try to log on with a 3rd device and access content, you will receive an error message saying you've reached the maximum limit. 6. Devices should not be jail broken. Jail broken devices are those where all restrictions

imposed on a device have been removed. To restore an Apple IOS device visit <https://support.apple.com/en-us/HT201252> 4. The Vodafone TV Anywhere App does not automatically apply watershed rules. You

acknowledge and accept that Vodafone holds no responsibility for ensuring that where a minimum age recommendation is provided for Content, that Content is not viewed by persons under the minimum age. You acknowledge and accept that parents should exercise their own parental control to ensure that any Content watched by their children is suitable. 5. You must ensure that specific user names and passwords for access to the App are under your

full control. 6. You and any of your authorised additional users must not access or use the App for any improper

or unlawful purpose and you will not allow anyone else to do the same. 7. Due to content rights restrictions imposed by broadcasters, from time to time certain

programming and channels may not be available. We may be required to block out specific programming from time to time, e.g. if a third party channel provider does not have the legal right to broadcast the programme over the internet (i) inside or (ii) outside of your residential address 8. The App requires an active Internet connection to access any content. Vodafone cannot

guarantee the quality or stability of your Internet connection, and a poor or inconsistent Internet connection may impact on the quality of the content being viewed through the App. 9. As a Vodafone customer until 30th September 2018, usage of the App will not use any of your

mobile data allowance. For Non Vodafone mobile customers you'll be responsible for all data costs charged by your mobile network. Remember that streaming audio-visual content can use up a lot of data. 10. APP USAGE POLICY: For Vodafone mobile customers Vodafone operates a fair usage policy in

respect of streaming on the App, based on average customer profiles and estimated customer usage of the App (the "Threshold"). If at the reasonable discretion of Vodafone, Vodafone is of the opinion, that your usage of the App materially exceeds the Threshold in any month, Vodafone may contact you to

advise you that your usage exceeds its Fair Usage Policy. If the excessive usage continues to exceed the Threshold after receipt of a request from us to desist from or alter the nature of such usage, Vodafone reserves the right to charge you for the excessive element of your usage at your price plan's standard rate or to modify or suspend your use of the App or to withdraw your access to the App entirely. 11. We may use your information for the following purposes, including but not limited to: manage your

account, provide you with the Vodafone TV Service which you have requested, carry out customer-care activities and train our staff, including monitoring calls, emails or text messages that you send us; monitor the quality and security of the Vodafone TV Service, the Vodafone TV Box and Vodafone TV App, our network and test and maintain our IT systems; review how you use the Vodafone TV Service, the Vodafone TV App and the Set Top Box for marketing purposes or for any other purposes such as carrying out research for statistical analysis. In doing so, we may review how you use the Vodafone TV Service: The Vodafone TV Box and Vodafone TV App, and use of our Websites. We may monitor and analyse when or how frequently you access certain Content through the Vodafone TV Service and Vodafone TV App. 12. Vodafone adheres to Regulation (EU) 2017/1128 on cross-border portability of online content

services in the internal market (the "Portability Regulation"). As of 1st April 2018 for new subscribers, and by no later than 2nd June 2018 for existing subscribers, if you are temporarily present outside the Territory and in another EU Member State, other than your Member State of residence, as reasonably determined by Vodafone you are permitted to access and use the TV Anywhere App in that Member State.