

a. **Definitions:-**

- i. “*Customer Contract*” means the agreement between the Customer and Vodafone for the provision of mobile services and devices at the date of access to this Portal
- ii. “*Portal*” means this platform, which facilitates the ordering and purchasing of devices.

b. **Applicable Terms:-**

- i. Customer use of this Portal and any purchases or orders made thereon incorporates the following terms and conditions:
 - 1. Customer Contract Terms & Conditions.
 - 2. Terms and Conditions of this Portal

- ii. **Conflicts** If there is any conflict between the provisions of the Customer Contract and the Terms & Conditions of this Portal, then the Terms & Conditions of this Portal shall prevail [to be discussed based upon what you wish to include in Portal Ts&Cs]

c. **Access to the Portal**

- i. Access to the Portal is only authorised for current business mobile customers of Vodafone.

d. **Customer Bound**

- i. Customer is liable for all activity under its login within the Portal.
 - 1. Delivery address is at the Customer discretion. Goods will be delivered on the signature of any occupant at that address at the time of delivery. Vodafone is not liable for ensuring personal delivery to any party. Deliveries will not be made to PO Boxes or to addresses outside the Republic of Ireland.
 - 2. Customer is responsible for maintaining security and confidentiality regarding its login credentials.

e. **Returns**

- i. Vodafone will exchange or refund any devices within 14 days of purchase on condition that the device(s) must have the original shrink-wrap intact. All returns must be reported to the Orders team within 14 days of purchase.
- ii. Vodafone will refund to Customer account the original purchase price (less any discounts we applied at the time of your purchase and less any applicable diminished value amount or service charges) for the products or service Customer has returned, as soon as reasonably possible, and in any case in accordance with our statutory obligations.

f. **Faulty goods**

- i. If a device is returned within 28 days of purchase and a fault is verified by our service technicians, Customer will be refunded for the purchase of the faulty

device on condition that (i) all faulty returns must be free from marks and scratches, & (ii) Customer must have used the device in accordance with its specifications.(iii) all inbox contents must be included in the return, including chargers, cables and user manuals

g. Term of Customer Contract / Subscriber Level Contract

- i. By receiving the device, Customer obligations to Vodafone (including for example the subscription term) may be extended in time as set out in the Customer Contract;

h. Miscellaneous Terms

- i. Devices are subject to availability. Stock levels may vary;
- ii. Order Rejection: Vodafone reserves the right to accept or reject any such offer from Customer at our sole discretion for any legitimate reason. We will notify Customer if this occurs.
- iii. Accepting the Offer: Where Customer has ordered devices, Customer order will be accepted and an agreement concluded between the Parties upon Vodafone sending Customer an order confirmation email or when Customer receives the device, whichever is earlier.
- iv. Customer will be advised before Customer places a device order of applicable delivery charges and how such delivery charges will be payable and any delivery restrictions
- v. In the event of delay or non-delivery of products/services Customer should immediately contact our Customer Care Department on 1907 who will assist Customer in resolving the matter.
- vi. Pricing is subject to change without notice;
- vii. By placing an order on back order, Customer is not guaranteed delivery. The orders team will be in touch to confirm the status of the delivery.
- viii. Images of devices shown in the Portal are for illustration purpose only. Actual product may vary.
- ix. Vodafone may modify, suspend or discontinue the Portal's services at any time with or without notice to Customer and without liability to Customer. Discontinuation may occur for any valid technical, operational or commercial reason. We do not guarantee or warrant that any particular functionality, features, information or Goods promoted on the Portal will be available to Customer at any given time.
- x. By continuing to use the Portal, Customer agrees:
 - 1. to comply with all of Vodafone reasonable requests or instructions in relation to the use of the Portal's services
 - 2. to comply with all requests or instructions of any authorised authority in relation to the use of the Portal or the internet in general or for the investigation of any alleged offences
 - 3. to abide by all applicable laws and regulations (including copyright and intellectual property protection laws)
 - 4. not to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programmes
 - 5. not to attempt to gain unauthorised access to or interfere with this Portal, other users, computer systems or connected networks
 - 6. not to disguise the origin of any transmitted communication or impersonate any other person or entity
 - 7. to notify Vodafone immediately of any breach of security or any claim or legal proceedings against Customer relating to Customer's use of the Portal.
- xi. Vodafone may suspend or terminate Customer access to the Portal wholly or partially and with or without notice for any valid reason including, without limitation where:

1. Customer fails to observe or perform any obligation set out in the Customer Contract or the terms and conditions of access to this Portal, any relevant law, licence, regulation, directive, code of practice or applicable usage policy; or
 2. Customer fails to pay us any sums due to us; or
 3. Customer supplies Vodafone with false, misleading or inaccurate information at any time; or
 4. Vodafone suspend or discontinue the Portal.
- xii. **Cookies:** Vodafone make limited use of cookies for our online services . For security purposes cookies are used to maintain current session details (e.g. user name, site preferences). These cookies reside in the temporary internet file of your computer and are set to expire 30 minutes after your last action or when you elect to log off. Depending on the type of browser you are using, you may be able to configure your browser: (i) so that you are prompted to accept or reject cookies on an individual basis or (ii) to prevent your browser from accepting any cookies at all. You should refer to the supplier or manufacturer of the web browser for specific details about cookie security.
- xiii. **Disclaimer:** The Portal is provided "as-is" and all conditions and warranties expressed or implied by statute or common law are excluded to the fullest extent permitted by law. Without prejudice to the generality of the foregoing, Vodafone make no warranties or representations that the operation of the site will be uninterrupted, timely, or error-free.