

Who's Home

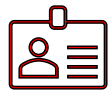
Terms and Conditions

Consumers

Version August 2025

The Who's Home service and these terms and conditions (are provided as an "Additional Service" between **you** (the Vodafone Home Broadband account holder) and **us** Vodafone Limited.

- ✓ These terms and conditions are in addition to your Vodafone Home Broadband Terms and Conditions and do not form part of your Vodafone Home Broadband contract. Unless stated otherwise, your Vodafone Home Broadband Terms and Conditions remain effective and in full force during any period when Who's Home is also in use.
- ✓ You agree to the terms of this agreement ("**the Agreement**") by confirming to us via the Vodafone Broadband App ("**the App**") that you would like to use the Who's Home service on your broadband connection.



A. Our contact details

This is how you can get in touch with us:

General enquiries:



Phone

191 (free from a Vodafone SIM)
08080 057 444 (free from any UK mobile or landline))



Post

Vodafone House, The Connection,
Newbury, Berkshire RG14 2FN



Chat

www.vodafone.co.uk/contact-us



Website

www.vodafone.co.uk

Service and equipment issues:



Phone

191 (free from a Vodafone SIM)
03333 040 191 from any UK landline or mobile



Post

Vodafone House, The Connection,
Newbury, Berkshire RG14 2FN

If we need to get in touch with you or send notices, we'll send these by post, voicemail, text, within the App or email.

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Phone **03333 043 222**



Email disability.access@help.vodafone.co.uk

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1. Our Agreement

1.1 This Agreement covers your personal use of the Service if you:



a) are a consumer, which means an individual person acting for purposes that are mainly outside that person's business/profession;



b) are a UK resident with a UK billing address; and



c) are a Vodafone customer with an eligible Home Broadband plan.

2. Requirements to use the Service

2.1 To access the Services you will need:



a) a compatible Vodafone broadband router (the Power Hub or the Ultra Hub); and



b) the App installed on your phone and linked to your router.



You can download the App from the app store available on your device (standard data charges may apply). The App is available on both iOS and Android.

2.2 To use the Service, you will need to register and set-up your mobile device(s) and any other members of your household that would want to be connected to the Service. The App will show all mobile devices connected to the Service and you will need to assign the notification alerts for each connected device.

2.3 Set-up of the account holder and Registered Household Member profiles will occur within the App, with the Service accessible via a specific tile. Please follow all instructions provided in the App to ensure correct set-up and functioning of the Service.

2.4 Please note, to ensure you can access all features and Services, and in order for the App to send push notifications, you will need to allow the App certain permissions on your mobile.

2.5 In addition to this Agreement and the [Who's Home Privacy Policy](#), separate terms and conditions apply to your Vodafone Home Broadband plan and the App.

3. The Service

3.1 **Who's Home** is a service ("the Service") offered by Vodafone which lets you know when the mobile of a Registered Household Member (as defined in section 4) arrives or leaves home. This Agreement applies to the Service, which is controlled and managed through the App.

3.2 The Service is managed and controlled through the App and allows you to see when the mobile of a Registered Household Member has left or arrived home. These are logged as events within the App ("Events") and, if you're away from home, you can also choose to receive push notifications via the App.

3.3 Events are logged and App notifications are triggered when the mobile of a Registered Household Member connects or disconnects their mobile to the home router's Wi-Fi network. When the mobile connects to the

Wi-Fi network, it is assumed the Registered Household Member has arrived home, and when the mobile device disconnects from the Wi-Fi network, it is assumed the Registered Household Member has left home.

- 3.4** If the Service detects that you are at home when the mobile of a Registered Household Member leaves or arrives (because your own mobile is connected to the home Wi-Fi network), an Event will still be logged on the timeline, but you will not be sent a notification. You can also choose to turn off notifications for a Registered Household Member.



Given it is an Additional Service, the Service will be in an inactive state within the App by default. Once you have accepted the App terms, the [Who's Home Privacy Policy](#) and the terms of this Agreement and gone through set-up, the Service will be activated.

- 3.5** For an Event to be logged and App notifications triggered, the household member must be a Registered Household Member and must opt-in to the Service. See section 4 below.

- 3.6** In the event a Registered Household Member:

- a) manually disconnects their mobile from the home Wi-Fi network; or
- b) does anything that causes their mobile to disconnect from the Wi-Fi network (such as switching it off or rebooting),

the Service will be unable to distinguish whether the Registered Household Member's mobile is still within the house or not. The Service will therefore assume their mobile has left home, meaning an Event will be logged and (if the account holder is away from home) an App notification triggered.



Please note the Service will not log Events or send App notifications in the event of a broadband or Wi-Fi outage. This differs to the scenarios set out in sections 3.6(a) and (b) above.

→ For more information about the Service, please visit here: [Who's Home FAQs](#).

4. Registered Household Members

- 4.1** To ensure Events are logged and you are notified when household members mobiles' arrive or leave home, they must be added to the App.
- 4.2** When all the necessary details for a specific household member have been added to the App, they will be sent a text message inviting them to confirm that they opt-in to the Service. The household member must reply to the text message and opt-in to the Service within 72 hours. Only once the household member has opted-in, will they become a Registered Household Member.
- 4.3** In the event the household member chooses not to opt-in, or attempts to opt-in after the time limit for acceptance has expired, set-up will not complete and they will not be a Registered Household Member. If you want to attempt to re-add the household member, you may re-send the invitation for acceptance.
- 4.4** A Registered Household Member may opt-out of the Service at any time. The account holder will be notified in the App if a Registered Household Member chooses to opt-out of the Service.

5. Limitations of the Service

- 5.1** We will provide the Service with reasonable skill and care. Please read the sections 2-3 above to understand how the Service operates, and any associated limitations.
- 5.2** We aim to provide the Service at all times. However, you acknowledge and agree that the nature of the underlying fixed line broadband technology involved is such that the Service may not be available at all times or in particular locations, and the Service may be adversely affected by physical features beyond our control, including:
- a)** network overload;
 - b)** weather conditions;
 - c)** electromagnetism atmospheric conditions; and
 - d)** other causes of interference beyond our control.
- We will be unable to send you App notifications if you are using it in a place inadequately covered by our mobile network.
- 5.3** The Service may not operate correctly and may not recognise that the mobile of a Registered Household Member has arrived or left home, if the Registered Household Member uses a device with MAC address randomisation. Advice will be provided in the App on how to update Registered Household Members if their MAC addresses change, and how to turn off this feature.
- 5.4** As set out in sections 3.6(a) and (b) above, if a Registered Household Member does anything that causes their mobile to disconnect from the home Wi-Fi network, the Service will treat this as though they have left home. This means an Event will be logged and, if the account holder is away from home, a notification will be triggered. However, no further Events will be logged or notifications triggered, regardless of whether the Registered Household Member's mobile leaves or arrives home, until they have reconnected to the home Wi-Fi network.
- 5.5** As set out in section 4, Who's Home will not be able to log Events or provide the account holder with notifications if a household member's mobile has:
- a)** not been added as a Registered Household Member; or
 - b)** chosen not to opt-in to the Service (or not opted-in within the time limit for acceptance); or
 - c)** opted-in to the Service, but later chosen to opt-out.
- 5.6** Who's Home is **not** a home security product, and is only intended to let you know when the mobile of a Registered Household Member leaves or arrives home. The Service does not keep your home, your belongings or your household members safe.
- 5.7** Who's Home can only be used when a household possesses the relevant Vodafone products and services set out in section 2.
- 5.8** Use of Who's Home may require App updates from time to time. These updates are mandatory and, if not completed, the Service will not be available or may be adversely affected. We will notify you in the App when a mandatory update is required and provide you with instructions on how to complete the update.

- 5.9** The Service will not work if your home Wi-Fi is turned off, nor during any period when you have scheduled for your home Wi-Fi to turn off.

6. Your responsibilities when using Who's Home

- 6.1** **You** must keep to this Agreement and our instructions when using the Service.

- 6.2** **You are responsible** for:



- a)** anyone who uses the Service;



- b)** ensuring that the Service is not used for any purpose that is:
- i.** abusive
 - ii.** illegal
 - iii.** fraudulent
 - iv.** a nuisance
 - v.** harassment; or
 - vi.** for criminal activities.



Who's Home should not be used to track individuals.

- c)** ensuring that all Registered Household Members understand how the Service operates and are aware of the Service's limitations;

- d)** ensuring that any other user of the Service is aware of these responsibilities;



- e)** keeping the App updated and you acknowledge that the Service will not be available or may be adversely affected if you cannot access the App, or if you have not completed a mandatory App update; and
- f)** contacting us if you identify a defect in the App that prevents you, or any household member, from using the Service.

- 6.3** The Service is provided to you for your private and non-commercial use. **You** must not sell all or any part of the Service and you must not modify or attempt to modify the App in any way or use the App for commercial purposes or in the course of carrying out commercial activities.

- 6.4** To provide you with the Service **you** will need to enable certain permissions on your mobile. We will also require some information about you and Registered Household Members. You agree to provide us with true, accurate and up-to-date information and you assume the risk associated with providing any false, inaccurate or out-of-date information.

7. Connectivity

- 7.1** Subject to coverage and any other limitations set out in section 5, the Service is available when you access Who's Home in the App, and the App can be used whenever it has connectivity.

- 7.2** The set-up of Registered Household Members will require that they are in an area of coverage when receiving and sending Service opt-in text messages.

8. Suspension and ending the Agreement

8.1 The Agreement starts when you activate the Service via the App and will continue until:



a) you or we **terminate** it; or



b) your Home Broadband plan is terminated.

8.2 We can suspend, restrict or stop providing the Service (all or in part) in the following circumstances if:

- a)** we believe your App or the Service are being used in a way that we do not allow under this Agreement;
- b)** we believe that your access, or that of another user, to the App and/or use of the Service is or has been gained in an unauthorised, illegal, improper or fraudulent way;
- c)** you no longer satisfy the requirements for using the Service, as set out in section 2;
- d)** you do anything (or allow anything to be done) which we think may damage or affect the operation or security of the Vodafone network;
- e)** we are permanently unable to provide the Service to you;
- f)** there is a change in applicable law, regulation or other binding rule that prevents us from providing you with any of the Service. In these circumstances, we may also suspend access to and the operation of the App.

→ We will try and tell you when we suspend, restrict or end your Service, but we do not have to.

8.3 In addition to the cancellation rights listed above, we may **discontinue providing the Service (or any part of the Service) at any time upon 30 days' prior written notice to you.**

8.4 You may cancel and deactivate the Service at any time. Cancellation or deactivation of the Service will not terminate any other plans or services you have with us, including your Home Broadband plan.

8.5 As the Service is an Additional Service, you acknowledge and understand that any change to the Service does not entitle you to cancel your Home Broadband plan or any other Agreement you may have with us. Any cancellation of those services will remain subject to their applicable terms and conditions.

9. We may change this Agreement or the Service

9.1 We may:

- a)** add new services or features to the Service and make changes to, add or withdraw any of the Service at any time;
- b)** make improvements to the App or the Service, and change or introduce new terms to this Agreement at any time;
- c)** introduce charges for the Service.



If any change that we make is likely to have a **negative impact** on your use of the Service (in Vodafone's reasonable opinion) we'll usually give you at least **30 days' notice** (sometimes it might be less than that if we are prevented from giving you notice for legal or regulatory reasons). If you take no action within 30 days of us notifying you about the change, you'll be considered to have accepted those changes.

10. Our legal responsibility towards you

10.1 Things for which we are responsible



- a) You have rights under the law. Nothing in the Agreement excludes or limits our liability for anything we can't exclude or limit by law or affects your rights under applicable law or regulation.
- b) We will be fully legally responsible for death or personal injury caused by our negligence (or the negligence of our employees, agents or subcontractors), for fraud or fraudulent misrepresentation, and for breach of your consumer statutory rights.
- c) For all other claims, we will not pay you more than £400 for each claim or a series of related claims.

10.2 Things for which we are never responsible



- a) **Indirect loss** such as:
 - i. loss of income, profit or savings;
 - ii. loss of use of the Service;
 - iii. lost business;
 - iv. damage to property;
 - v. loss of data;
 - vi. missed opportunities; or
 - vii. loss or damage that:
 - is not directly caused by us
 - which we did not reasonably foresee at the time we entered into this Agreement;
 - that are caused by your failure to comply with this Agreement, the separate terms and conditions that apply to the App, or the separate terms and conditions that apply to your Vodafone Home Broadband plan; or
 - any reasonable instructions provided to you by Vodafone.
- b) **We** will not be liable to you if we cannot provide the Service because of something outside of our reasonable control.

10.3 As an Additional Service, the terms of this Agreement are separate and exclusive of the terms and conditions of your Vodafone Home Broadband plan and any term or condition in this Agreement does not vary, impose or rescind any terms or conditions that service or create any additional rights or obligations.

11. What we do with your personal information

11.1 We and our group companies will collect, use, store or share your information (and that of Registered Household Members), to provide you with the Service in accordance with our [Privacy Policy](#) and our [Who's Home Privacy Policy](#).

→ For any queries, you can contact us at: www.vodafone.co.uk/gdpr-privacy-query-form/

12. Transferring this Agreement to someone else

12.1 **We may** transfer this Agreement to anyone else at any time if this would not adversely impact your rights under this Agreement.

12.2 **You may not** rent, lease, license, transfer, loan or assign your rights to the Service and the App to another person. If you use the Service on a device and you transfer ownership of that device to someone else, you should ensure that you de-register the Service on your device before you pass the device to someone else.

13. Rights of third parties

13.1 This Agreement doesn't confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

14. Governing Law and Jurisdiction

14.1 This Agreement is governed by the laws of England and Wales. **You** or **we** may bring legal proceedings in a court in England or Wales to sort out a dispute under this Agreement.

14.2 If **you** or **we** fail to enforce rights under this Agreement, it will not prevent you or us from taking further action.