# Smart Modes

## Terms and Conditions

Consumers

Version November 2026

**The Smart Modes 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 Smart Modes 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 Smart Modes 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.

## Need this document in a different format?

For a large print, braille, dyslexia- friendly, or audio CD version of this document:

**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; 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** 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.

**2.3** Subject to coverage and any other limitations set out in section 4, the Service is available when you access Smart Modes in the App, and the App can be used whenever it has connectivity.

**2.4** In addition to this Agreement and the privacy policy which can be found at https://www.vodafone.co.uk/privacy, separate terms and conditions apply to your Vodafone Home Broadband plan and the App.

# 3. The Service

**3.1** **Smart Modes** is a service ("**the Service**") offered by Vodafone uses traffic categories and tags to decide which supported traffic to place ahead of other traffic in the router's queue. The available Smart Modes options are:

**a)** **A.I mode**; which dynamically prioritises supported traffic based on activity on your home network at the time;

**b)** **Working mode**;

**c)** **Streaming mode**;

**d)** **Gaming mode**; and

**e)** **No priority**, which turns off traffic prioritisation.

**3.2** The selected mode applies across supported traffic on all devices connected to your compatible router. Prioritised traffic is placed ahead of non-prioritised traffic in the router's queue. As a result, non-prioritised network traffic may experience increased latency.

**3.3** The Service is operated through the App on your mobile device and allows you to prioritise your home's network traffic to one of three modes: Working, Gaming or Streaming. Once a mode is selected, supported traffic falling within this category will be prioritised across all devices connected to your router.

**3.4** Given it is an Additional Service, the Service will be in an inactive state within the App by default. Once you have selected a mode for the first time, the Service will be activated, and you can continue to switch between modes freely.

**3.5** Prioritised network traffic will be placed in the traffic queuing system ahead of non-prioritised traffic. As a result, non-prioritised network traffic may experience slightly increased latency.

**3.6** The Service is powered by our third-party partner, who are responsible for categorising and tagging network traffic as either Working, Gaming or Streaming. Your router reads these tags when prioritising the network traffic. We are not responsible for any network traffic that may be unsupported, untagged or incorrectly tagged, and/or any subsequent impact that this may have on the accuracy of the Service.

**3.7** Please note that the Service will not work, and will be unable to prioritise traffic, if you are using any sort of virtual private network ('VPN') on a device that is connected to your home broadband.

## 4. Limitations of the Service

**4.1** Certain limitations apply to Smart Modes. The limitations include:

**4.1.1** Smart Modes does not increase the speed included in your broadband plan and does not guarantee that any activity, application or service will be uninterrupted or perform at a particular level;

**4.1.2** The Service is powered by our third-party technology provider, who is responsible for categorising and tagging supported network traffic. Smart Modes relies on those categories and tags when prioritising traffic. As a result, some traffic may be unsupported, uncategorised, untagged or incorrectly tagged and may not be prioritised as expected. This means that the selected mode, including AI mode, may not always prioritise the activity you expect;

**4.1.3** AI mode responds dynamically to supported traffic detected at the time. Its prioritisation may change as activity on your home network changes;

**4.1.4** Smart Modes cannot identify or prioritise traffic from a device while that traffic is routed through a virtual private network (VPN);

**4.1.5** The Service may be unavailable or affected by matters outside our reasonable control, including network congestion, interference, faults, maintenance or loss of connectivity between the App and the Service; and

**4.1.6** Use of Smart Modes may require mandatory App or router updates. If an update is not installed, the Service may be unavailable or may not work properly.

## 5. Your responsibilities when using Smart Modes

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

**5.2** **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.

making sure anyone in your household who may be affected by traffic prioritisation understands how Smart Modes works and its limitations;

;

**c)** ensuring that anyone in your household who may be affected by traffic prioritisation understands how Smart Modes works and its limitations.



**d)** 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

**e)** contacting us if you identify a defect in the App that prevents you, or any household member, from using the Service.

**5.3** 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.

**5.4** To provide you with the Service y**ou** will need to enable certain permissions on your mobile.

## 6. Suspension and ending the Agreement

**6.1** 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.

**6.2** **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.

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

**6.3** 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**.

**6.4** **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.

**6.5** 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.

## 7. We may change this Agreement or the Service

**7.1** **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.

## 8. Our legal responsibility towards you

### 8.1 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 £200 for each claim or a series of related claims.

### 8.2 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 businessdamage to property;

iv. loss of data;

v. missed opportunities; or

vi. 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.

**8.3** 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.

## 9. What we do with your personal information

**9.1** 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.

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

## 10. Transferring this Agreement to someone else

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

**10.2** **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.

## 11. Rights of third parties

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

## 12. Governing Law and Jurisdiction

**12.1** 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.

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