

Who's Home - Terms and Conditions

Who's Home is a service offered by Vodafone which lets you know when the mobile of a Registered Household Member (as defined in section 3) arrives or leaves home. These Terms and Conditions apply to the Who's Home Service, which is controlled and managed through the Vodafone Home Broadband App (the '**App**'). More details of the specific services available when using Who's Home are set out in section 2 below (the "**Service**").

The Service, and these Who's Home terms and conditions are provided as an "**Additional Service**". They do not form part of the contract for your underlying Vodafone fixed line broadband. Unless stated otherwise, the terms of your Vodafone fixed line broadband plan will remain effective and in full force during any period when Who's Home is also in use.

Who's Home is offered to you by Vodafone Ireland Ltd ("**We**", "**our**" "**us**" or "**Vodafone**") in accordance with these Terms and Conditions ("**agreement**").

In this agreement, "**you**", the "**User**" or the "**account holder**" means the account holder of the fixed line Vodafone broadband service who sets-up and accesses the Service through the App.

1 Requirements for using Who's Home

- 1.1 In order to set-up and use Who's Home you need:
 - a. an eligible Vodafone broadband plan, with a compatible router (such router(s) as advertised by Vodafone); and
 - b. to download and log-in to the App.
- 1.2 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.
- 1.3 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.
- 1.4 In addition to this agreement and the Who's Home Privacy Policy, separate terms and conditions apply to your Vodafone broadband plan.

2 Who's Home Service (the "**Service**")

- 2.1 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.
- 2.2 Events are logged and App notifications are triggered when the mobile of a Registered Household Member connects or disconnects 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.
- 2.3 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.
- 2.4 Given it is an Additional Service, the Service will be in an inactive state within the App by default. Once you have accepted the terms and conditions and gone through set-up, the Service will be activated.

- 2.5 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 3 below, for more information on Registered Household Members.
- 2.6 In the event a Registered Household Member: (i) manually disconnects their mobile from the home Wi-Fi network; or (ii) 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.
- 2.7 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 section 2.6.

3 Registered Household Members

- 3.1 To ensure Events are logged and you are notified when household members mobiles' arrive or leave home, they must be added to the App.
- 3.2 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 the applicable time limit. Only once the household member has opted-in, will they become a **Registered Household Member**.
- 3.3 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.
- 3.4 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.

4 Limitations of the Service

- 4.1 We will provide the Service with reasonable skill and care. Please read the Who's Home Service section above to understand how the Service operates, and any associated limitations.
- 4.2 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; network overload, weather conditions, electromagnetism atmospheric conditions and other causes of interference beyond our control. In addition, we will be unable to send you App notifications if you are using the App in a place inadequately covered by Vodafone's mobile network.
- 4.3 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
- 4.4 As set out in section 2.6 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.

- 4.5 As set out in section 3 (Registered Household Members), Who's Home will not be able to log Events or provide the account holder with notifications if a household member's mobile has: (i) not been added as a Registered Household Member; or (ii) chosen not to opt-in to the Service (or not opted-in within the time limit for acceptance); or (iii) opted-in to the Service, but later chosen to opt-out.
- 4.6 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.
- 4.7 Who's Home can only be used when a household possesses the relevant Vodafone products and services set out in Section 1.
- 4.8 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.
- 4.9 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.

5 Your responsibilities when using Who's Home

- 5.1 You must keep to this agreement and our instructions when using the Service. You are responsible for anyone who uses the Service.
- 5.2 You must not use Who's Home for any purpose that is abusive, illegal, fraudulent, a nuisance, harassment or for criminal activities. Who's Home should not be used to track individuals.
- 5.3 You are responsible for ensuring that any person added as a Registered Household Member, understands how the Service operates and is aware of the limitations of the Service as set out in this agreement.
- 5.4 You are responsible for completing any App updates notified to you by us in the App. 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.
- 5.5 You must ensure that any other user of the Service is aware of these responsibilities.
- 5.6 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.
- 5.7 You are responsible for contacting us if you identify a defect in the App that prevents you, or any household member, from using the Service.
- 5.8 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. We will treat this information in accordance with our privacy policy.

6 Connectivity

- 6.1 Subject to coverage and any other limitations set out in Section 4, the Service is available when you access Who's Home in the App, and the App can be used whenever it has connectivity.
- 6.2 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.

7 Suspension and ending the agreement

- 7.1 We can suspend, restrict or stop providing the Service (all or in part) in the following circumstances:
- 7.1.1 If we believe your App or the Service are being used in a way that we do not allow under this agreement.
 - 7.1.2 If 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.
 - 7.1.3 If you no longer satisfy the requirements for using the Service, as set out in section 1.
 - 7.1.4 Where applicable, if you owe us any money related to the Service and you do not pay this when it should have been paid and we are unable to charge you for the due amount.
 - 7.1.5 If you do anything (or allow anything to be done) which we think may damage or affect the operation or security of the Vodafone network.
 - 7.1.6 If we are permanently unable to provide the Service to you.
 - 7.1.7 If 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.
- 7.2 In addition to the cancellation rights listed right above, we may discontinue providing the Service (or any part of the Service) at any time upon 30 days' prior written notice to you. Where applicable, we will reimburse any payments we have received from you for the Service (proportionate to the period of the payment cycle that you have not used) as soon as reasonably possible.
- 7.3 You may cancel and deactivate the Service at any time. If charges are applicable then you will still be responsible for paying any charges for the remainder of the billing cycle to which they relate, after which this agreement will come to an end. Cancellation or deactivation of the Service will not terminate any other plans or services you have with us, including your underlying broadband plan.
- 7.4 As the Service is an Additional Service, you acknowledge and understand that any change to the Service does not entitle you to cancel your underlying 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.

8 Variations

- 8.1 We may add new services or features to the Service and make changes to, add or withdraw any of the Service at any time.
- 8.2 We may also make further improvements to the App or the Service, and change or introduce new terms to this agreement at any time. If possible, we will give you reasonable notice (usually at least 30 days' notice) of these changes.
- 8.3 We may change any charges (if any) or introduce new charges for the Service. If we introduce new charges, we will give you reasonable notice (usually at least 30 days' notice) of these changes.
- 8.4 If we make a change to this agreement which has a negative impact on your use of the Service (in Vodafone's reasonable opinion), you will be able to cancel and deactivate this agreement without liability. If you decide to cancel, then where applicable, we will reimburse any payments we have received from you for the Service (proportionate to the period of the payment cycle that you have not used) as soon as reasonably possible.
- 8.5 By continuing to use and access the Service beyond any notice period, you agree to any changes.

9 Liability and Exclusions

- 9.1 We will not be liable to you for any loss of income or profit, loss of use of the Service, lost business, damage to property, or missed opportunities or loss or damage that: (a) is not directly caused by us: (b) which we did not reasonably expect at the time we entered into this agreement: (c) 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 broadband services: or (d) any reasonable instructions provided to you by Vodafone.
- 9.2 We will not be liable to you if we cannot provide the Service because of something outside of our reasonable control.
- 9.3 Unless our negligence causes death or personal injury, our liability to you, for each claim or a series of related claims, will not be more than the value of €2,000.
- 9.4 Except for any claim in relation to death or personal injury caused by our negligence, you have the sole right to bring a claim under this agreement.
- 9.5 The terms of this agreement will not affect any rights which you may have as a consumer under any law and which we cannot exclude by agreeing it with you.
- 9.6 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.

10 Personal Information

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

11 General

- 11.1 We may transfer this agreement to anyone else at any time provided doing so does not adversely impact your rights under this agreement. If you want to transfer your agreement with us, you can do so with our agreement. If we agree, we will treat you as having accepted this agreement and being responsible for any debt connected with it.
- 11.2 This agreement is not intended to be for the benefit of, and will not be enforceable by, any person other than you and us.
- 11.3 If you or we fail to enforce rights under this agreement, it will not prevent you or us from taking further action.
- 11.4 We will send you notices by post, voicemail, text, within the App or by email.
- 11.5 This agreement is governed by the laws of Ireland. You or we may bring legal proceedings in a court in Ireland to sort out a dispute under this agreement.
- 11.6 Any problems using Who's Home should be reported to our support team who will endeavour to help resolve the issue – please contact us on 1907 from your Vodafone phone or + 353 (0)1 2038232 (from Irish landlines or other mobiles). Alternatively, you may contact us by using the App or **www.vodafone.ie**. If we cannot fix your issue, you may escalate your complaint via the procedure set out in our Complaints Code on Practice here: [vodafone-ireland-complaints-code-of-practice.pdf](#).

Contact us

If you need to speak to us or have a complaint, please contact us:

From a Vodafone mobile: please call 1907

From Irish landlines or other mobiles: + 353 (0)1 2038232.

Post: Vodafone Ireland Limited, MountainView, Leopardstown, Dublin 18 or

Website: www.vodafone.ie

Vodafone Ireland Limited, Registered Office: MountainView, Leopardstown, Dublin 18,
Registered in Ireland: No. 326967

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