

## Vodafone Converged Secure Net Terms and Conditions

The Service is provided to you by Vodafone Ireland Limited, registered in Ireland at Mountainview, Central Park, Leopardstown, Dublin 18, Ireland, under registered number 326967.

The terms in this agreement are between you and Vodafone (also, “us”, “we” and “our”) regarding your use of Vodafone Secure Net (the “Service”) and are in addition to the General Terms and Conditions of the Vodafone Mobile Telecommunications Service and/or the General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Service. Please read these terms carefully. By indicating to us that you would like to use this Service, you acknowledge you have read and agree to these terms. If you do not agree to these terms, please let us know by contacting us through our retail or care channels or by visiting <https://securenet.vodafone.ie/settings/unsubscribe> opt-out of the Service.

### Summary of the Service

The Service will offer protection against security threats including viruses, trojans, spyware, adware, malware and unwanted programs. It will also help protect you from harmful websites such as phishing websites or sites that might contain harmful content. You do not need to download or install anything in order to use the Service, it is provided over the Vodafone Mobile Network and/or over your Vodafone Home Broadband service depending on the Service subscription you have purchased (however, please note that access to certain additional features such as the “Cleaning Tool” and “ID Monitoring” will be only available to you via the Secure Net application). To protect you, the Service analyses web addresses that you are navigating towards, blocking websites and content that could cause harm to your devices.

The Service is available:

- in the smart device where you have installed your Vodafone SIM card (where you have purchased a mobile subscription), when connected to the Vodafone Mobile Network; and
- in any smart device connected to your Vodafone Home Broadband service (where you have purchased a Vodafone Home subscription) that communicates with internet services (e.g.: websites or other servers).

The Service will not work in any device that is not connected via the Vodafone Mobile Network (using your Vodafone SIM card) or your Vodafone Home Broadband service.

If you try to download a potentially harmful or unsafe file, Vodafone will block the domain in which the file is hosted and alert you and if linked via the Service, the Administrator (defined below) will also be contacted via SMS or email if applicable. If you try to access an unsafe website, Vodafone will warn you of potential dangers before you can choose to proceed.

**Starting to use the Service:** Please note that when you choose to activate the Service, it may take up to 24 hours for the Service to be activated on your account. Once activated, you will receive an SMS message confirming your Service is active. Until then, you will not be able to use the Service, and the security features of the Service will not protect you.

**Using the Secure Net application:** In addition to the Secure Net settings accessible via your browser, you can download and use the Secure Net application (“Secure Net App”), which is available for IOS and Android. Via the Secure Net App you will be able to control settings and access additional functionality that is not available within the Secure Net web portal, such as

“Cleaning Tool” and “ID Monitoring”. You can download the Secure Net App from the app store on your device (standard data charges may apply).

**Cleaning Tool (if available – see Service Limitations below):** Cleaning Tool is a feature available in Android smart devices where the Secure Net App is downloaded. The Cleaning Tool will help remove security threats including viruses, trojans, malware, spyware, adware and unwanted files from your device. If a security threat is detected on your device by the Secure Net Service, you will receive a notification in your device prompting you to scan your device with the Cleaning Tool (if you do not have the Secure Net App installed on your smart device, you will be prompted to install it). Following the scan, you will receive a report on your device listing any malicious software, applications or files detected by the Cleaning Tool, so that you can remove them from your device. If the Cleaning Tool detects as malicious something you want to keep, you will need to unselect those items from the report before proceeding to remove.

Please note that if there are multiple smart devices on your Secure Net account, it is the account holder who will receive the notifications regarding the security threats detected on all devices, and who will be prompted to take necessary actions to clean the related smart devices with the Cleaning Tool.

**Parental Controls (if available – see Service Limitations below):** The Service also has parental control features where a parent can restrict the types of website and applications their child can visit (when browsing online apps and services) and establish time limitations where browsing time can be restricted. Parental controls cannot be applied to offline apps or games that work without data connectivity. The full list of current parental control features can be viewed at <https://n.vodafone.ie/protecting-you/secure-net.html>.

The Parental Controls will require additional registration steps to be followed in order to link Individuals (individuals users who are connected to internet via your Vodafone Home Broadband service, or individuals who have a mobile line under your Vodafone account, such as your child or spouse) to your account (“Administrator”).

As the Administrator, you will be able to create a profile for your child (or each of your children) and assign smart devices to your child’s profile in the Secure Net App and in the Secure Net web portal. Any Parental Controls you activate for a profile will apply to all smart devices assigned to that profile when:

- the smart device is connected to your Vodafone Home Broadband, and
- if your child’s mobile number is also protected by Secure Net, when your child’s smartphone (the smart device where your child’s Vodafone SIM Card is installed) is connected to the Vodafone Mobile Network.

The Parental Control features will not restrict access to any content already stored on the device. New features may be added from time to time, and we will let you know if there are any additional terms and conditions that relate to your use of these features.

In order to avail of Parental Controls, customers must have a fixed broadband line that has Secure Net subscription. Parental Controls are not available for customers who only have Secure Net subscription on their mobile line subscription.

**ID Monitoring:** This feature lets you know if your registered personal data (i.e. personal data such as name, surname, date of birth, phone number, credit/debit card number, e-mail address, postal address, etc. that you have added in your Secure Net account) ("Registered Credentials") have been exposed to a data breach. The ID Monitoring feature searches the deep web and the dark web to detect compromised and potentially damaging Registered Credentials and will alert you by SMS, so that you can take immediate action.

You acknowledge that due to the nature and constantly evolving deep web and dark web we are unable to guarantee that the entirety of the deep web and dark web has been searched. Further, the ID Monitoring feature cannot remove your information from the deep web and dark web, and we are unable to ensure the accuracy and integrity of the information found on the deep web and dark web.

ID Monitoring is available in the Secure Net App only.

To use the ID Monitoring feature, you must (i) accept the [Secure Net Privacy Supplement](#) and (ii) insert the specific personal details you wish to monitor in the Secure Net App.

## **Licence**

We grant you a personal non-exclusive, non-transferrable licence to operate the Service and related software via your connection to the Vodafone Mobile Network and your Vodafone Home Broadband. We and our licensors own all intellectual property rights in the Service, related software and the Secure Net App (if you've chosen to use this) and you will not have any right, title or interest you any right, title or interest in the Services in these apart from the right to use them in accordance with these terms. don't grant you any right, title or interest in the Services

The Service is for your personal, non-commercial use only, to be used on your connection.

## **Opting-in to the Service**

You can opt-in to receive the service by visiting <https://securenet.vodafone.ie>, or via the Secure Net App. Alternatively, you can opt-in via our Care Centre and Retail Stores. In certain cases, customers will not be able to opt-in via the link above or via the Secure Net app. In these cases, you will need to opt-in via Care Centre or Retail Stores,

## **Managing your account**

You can manage the Service and your account at the Secure Net settings page at <https://securenet.vodafone.ie>, or via the Secure Net App.

You are responsible for the activity that occurs on your account. You must keep your account details secure and notify us immediately of any breach or suspected breach of security or unauthorised use of your account using the customer contact details below.

## **Cost and duration of the Service**

The Service will be subject to a monthly fee of €2.99 for each Vodafone Home broadband subscription, and a monthly fee of €1.49 for each mobile subscription, with no other initial subscription fee and no minimum contract term.

The monthly fee will be charged to your usual monthly Vodafone bill.

You can opt out of the Service at any time, using the process set out below in the Ending the Service section. If you opt out from the Service in between two monthly payments, you will only get charged for the days you have used the Service since your last payment.

You may receive the Service initially for a promotional trial period. If you choose to activate the promotional period trial, when the trial period ends, you will be charged for the service on a monthly basis as per the pricing outlined above. You can opt out from the Service at any time (see more detail below) and, in particular, you can opt out from the Service during your trial period to avoid future charges after the trial.

If you purchase a new mobile or Vodafone Home broadband line and you are eligible for a promotional trial period for the Service, your trial period starts as soon your new Vodafone line is activated. In order to avail of the full trial duration, you should activate the Service as soon your new Vodafone line is activated.

Vodafone reserves the right to make changes to the length of the promotional trial period or remove in its entirety. The promotional trial for this Service can be used only one time per mobile number and per Vodafone Home fixed line account.

The Service will use some of your data allowance in order to operate which will be charged in accordance with your usual data charges in accordance with the General Terms and Conditions of the Vodafone Mobile Telecommunications Service, the General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Service and/ your Price Plan terms. Charges can be viewed on [www.vodafone.ie/rates](http://www.vodafone.ie/rates).

### **Limitations of the Service**

You are responsible for the cost of your device and connection. Vodafone may modify system requirements for the Service and or Service features or functionality at any time.

We are not legally responsible for the operation of any device that you use to access the Service. For the Service to work over the Vodafone Home Broadband, your device must be switched on and connected to your Vodafone Home Broadband. For the Service to work over the Vodafone Mobile Network, your device must be switched on, with your Vodafone SIM inserted and you must be connected to the Vodafone Mobile Network.

The Service is designed and intended for smart devices.

The Service does not backup your data, for example photos or contacts. The Service is only available when you are connecting via your Vodafone Home Broadband or, the Vodafone mobile Network, it will not work when you are connected via anything that isn't the Vodafone Mobile Network or your Vodafone Home Broadband, such as non-Vodafone networks or other WiFi networks. It is not intended to protect against security threats introduced by hardware, such as SD cards.

Non-Vodafone Wi-Fi routers and certain Vodafone Wi-Fi routers do not support Parental Controls and the Cleaning Tool. The routers which support Parental Controls and the Cleaning Tool may be updated from time to time and you should check <https://n.vodafone.ie/protecting-you/secure-net.html> to see if your router supports Parental Controls and the Cleaning Tool. If you experience any issues when using the Parental Controls or Cleaning Tools with a Vodafone router, please visit contact us using one of the ways set out on: <https://n.vodafone.ie/support.html>.

Some Wi-Fi routers use two separate Wi-Fi networks. In order to ensure Parental Controls apply to the smart device while the user is using either one of these Wi-Fi networks, you will need to create a separate child profile for the smart device for each Wi-Fi network. You can do this using the Secure Net Portal or the Secure Net app.

The Cleaning Tool is only available for Android devices. It is not supported on IOS devices (such as the iPhone or iPad).

Devices that have a non-Irish SIM card (for example, a UK operator SIM card) installed cannot log in to the Secure Net app and will not be able to use features that are available in the Secure Net app, such as the Cleaning Tool. To use the Secure Net app, you will need to remove your non Irish SIM card. The Secure Net app should then be available to use.

Vodafone Pay As You Go mobile customers must have a Mobile Bill Pay or Fixed Broadband line with their Vodafone account, in order to be able to activate the Service on their Pay As You Go mobile service.

Because there are limitations to the Service, it is not intended to operate as a sole security measure on a device and may be used in conjunction with other security applications and software. For further details see “When you are not protected by Secure Net” below or please visit <https://n.vodafone.ie/support.html>.

Customers using Vodafone Home service which is on ADSL technology are not eligible to sign up and use the service.

### **When you are not protected by Secure Net**

Apart from in the situations set out below, the Service protects you when using your data enabled apps and we will alert you by SMS or RCS push notification (through the SecureNet App) if we block content or a download. The Service may not protect you:

- When using apps with a proprietary form of encryption e.g. WhatsApp;
- When using apps or browsers which have an embedded (pinned) certificate, and ‘white listed’ sites;
- If you change your APN;
- If you use a VPN service;
- If you’re not connected in your Vodafone Home Broadband or the Vodafone Mobile Network (e.g.: Non-Vodafone networks or other WiFi networks);
- If you’re connected to internet through a tethered connection, where the mobile line providing the tethered connection is not protected by Secure Net.

- If you tether your connection and share it with other users from your household, your own protection policies will apply but not that user's protection policies (e.g.: if a child profile uses a parent's hotspot they will stay protected against threats however they will not have the child profile specific content access restrictions applied to their browsing);
- Where a proxy service is used;
- Any email protocols;
- When using a download manager, or when your download is paused for an extended length of time;
- Where you change your device's DNS (Domain Name System) settings (e.g.: changing the DNS to a public/non-ISP one; using DoT or DoH; usage of "anonymiser" services like Tor; or usage of services that are called directly at IP level, not via a domain);
- When using a service that otherwise masks your IP address, performs DNS URL resolution over the HTTPS protocol, or encrypts non-encrypted traffic. This may include some versions of iCloud Private Relay.

Vodafone cannot guarantee the correct operation of the Secure Net application should subscribers apply specific configurations to, or install special software on their devices to use a DNS service other than the Vodafone DNS, or if subscribers use special software to alter their device's identifying attributes.

### **Ending your use of the Service**

In order to opt out of the Service please visit <https://securenet.vodafone.ie/settings/unsubscribe> or let us know by contacting us by through our care or retail channels, details of which are <https://n.vodafone.ie/support.html>. You will continue to receive the Service unless you let us know you don't want it by opting out via the method above.

You can also opt out at any time via the Secure Net settings page and following the instructions provided there.

If you have been added to an account by mistake or without your consent please contact Vodafone by visiting <https://n.vodafone.ie/support.html>. Subject to the results of checks carried out by Vodafone, you will be removed from that account.

### **Warranty**

The use of the Service is subject to the use and availability of Vodafone Mobile Network connection or Vodafone Home Broadband connection.

The Service (including the Cleaning Tool and Parental Control features) and the Secure Net App are provided 'as is' and as far as we are able to under the law we exclude all representations, warranties, conditions and other terms not expressly stated in these terms, including any implied warranties or conditions as to non-infringement of third party rights and fitness for a particular purpose in relation to your use of the Service and related software.

While we monitor the Service, and will aim to fix all bugs and errors with the Service that we are aware of, we don't warrant that your use of the Service or the Secure Net App will be error-free, uninterrupted, available at all times, or that it will protect against all possible security threats.

### **Our responsibilities to you**

We are legally responsible to you if our negligence causes death or personal injury or we act fraudulently.

We will not be legally responsible to you, or for any damages, for:

- any loss or damage that you could have avoided or reduced by being careful or taking reasonable steps;
- loss of income or profits;
- loss of use of the Service;
- loss of data;
- lost business or missed opportunities;
- or any loss or damage that is not directly caused by us, that is outside our reasonable control, or which we could not reasonably expect at the time you entered into this agreement.

We will not be legally responsible to you if we cannot provide the Service or the Secure Net App because of something outside of our reasonable control.

Unless our negligence causes death or personal injury or we act fraudulently, our legal responsibility to you will not be more than €500 for each claim or a series of related claims.

The terms of this agreement will not affect any rights which you may have as a consumer under any applicable law and which we cannot exclude by agreement with you.

### **Restrictions**

We may suspend or stop providing the Service to you if you do not comply with our terms, including if you fail to pay the relevant fees (as detailed above) for your use of this Service.

You may not use the Service:

- as a means to monitor the activities of someone without their express consent and authorisation or use the Service to harvest personal information about others for any reason;
- in a way that is unlawful, invasive of another's privacy, or inappropriate, or damage our reputation or that of a third party;
- to victimise, harass, degrade, threaten or intimidate an individual or group of individuals for any reason;
- in way that allows you to circumvent or disable features or technology used in the Service unless we specifically allow you to;
- To decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for any part of the Service;

- to engage in any activity, outside of what is permitted by the Service, that otherwise interferes with the use and enjoyment of the Service by others; or
- to violate our or any other persons or entities rights (including intellectual property and other proprietary rights).

### **No transfer of the Service**

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

### **Your personal information**

The personal data we collect about you when using the Service will be processed in line with Secure Net's privacy supplement. For more information on how we process your data and how to exercise your data protection rights please see <https://n.vodafone.ie/privacy/products-and-services.html>

Where a guest user (who is not connected to your Secure Net account) uses your Vodafone Home wifi network, it is your responsibility to advise the user that there is security protection service on the account which analyses the traffic as described above.

### **Changing these terms or the Service**

We may change these terms and change, suspend or discontinue the Service and the Secure Net App at any time. We may change, update or upgrade the Service and the Secure Net App in order to ensure we can comply with new legal or technological developments, and to protect against new or emerging security issues. If the changes are likely to disadvantage you, we will give you a minimum of 30 days' notice. By continuing to use the Service after that time, you are expressing and acknowledging your acceptance of the changes.

Don't forget, you can opt-out of the Service at any time in accordance with the "Ending your use of the Service" section above.

### **Customer Contact & Complaints**

If you have any questions concerning these terms, or you would like to contact us for any other reason, please go to <https://n.vodafone.ie/support.html>.

If you have any complaints, you can contact us at the web address given above and your complaint will be managed in accordance with our complaints policy which is available here: [www.vodafone.ie/aboutus/code.html](http://www.vodafone.ie/aboutus/code.html).

### **Cooling Off**



If you enter a “distance” or “off-premises” contract with us under the EC (Consumer Information, Cancellation and Other Rights) Regulations 2013 you may have the right to cancel this Service within your cooling off period, which expires 14 days following receipt of your goods or in the case of services, 14 days from the date your Agreement starts. To exercise this right to cancel you must notify us before the expiry of your cooling off period and you can do this

by calling 1907 or by using the cancellation form. This right is subject to us receiving the required notice, the payment of charges incurred by you prior to cancellation, and the return of all equipment provided to us. To find out more information and to access the cancellation form, please view our website: <https://n.vodafone.ie/support/orders.html>

## **General**

This is the entire agreement between you and us for the Service. This agreement does not cover buying or maintaining your device, your use of a SIM card or your connection to the Vodafone Mobile Network or Vodafone Home broadband service.

This agreement is under Irish law. Any disputes can be dealt with the by courts in Ireland.