

Smart Modes - Terms and Conditions

Smart Modes is a service offered by Vodafone which allows you to prioritise your home's network traffic to one of three modes (Working, Gaming or Streaming) using the Vodafone Home Broadband App (the '**App**'). These Terms and Conditions apply to the extent that Smart Modes is controlled or managed through the App. More details of the specific services available when using Smart Modes are set out in section 2 below (the "**Service**").

The Service, and these Smart Modes 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 the Smart Modes service is also in use.

Smart Modes 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**" or the "**User**" means the account holder of the fixed line Vodafone broadband service who controls the Service through the App.

1 Requirements for using Smart Modes

- 1.1 In order to set-up and use Smart Modes 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 Please note, to ensure you can access all features and Services you will need to allow the App certain permissions on your mobile device.
- 1.3 In addition to this agreement and the [Smart Mode Privacy Policy], separate terms and conditions apply to your Vodafone broadband plan.

2 Smart Modes Service (the "**Service**")

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.

3 Limitations of the Service

- 3.1 We will provide the Service with reasonable skill and care. Please read the Smart Modes Service section above to understand how the Service will work, and any associated limitations.

- 3.2 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 provide the Service if you are using the App in a place inadequately covered by Vodafone's mobile networks or if the mobile used to provide the Service is not connected to your home router via Wi-Fi.
- 3.3 Smart Modes can only be used when a household possesses the relevant Vodafone products and services set out in Section 1.
- 3.4 Use of Smart Modes 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.
- 3.5 Smart Modes is powered by our third-party partner. They are responsible for the tagging and categorisation of Smart Modes network traffic as either Working, Gaming or Streaming. As such, there may be infrequent instances where traffic originating from a particular service provider is uncategorised or incorrectly tagged. We will work with our partner to ensure the Service is continuously improving and capable of recognising network traffic from various sources and service providers.

4 Your responsibilities when using Smart Modes

- 4.1 You must keep to this agreement and our instructions when using the Service. You are responsible for anyone who uses the Service.
- 4.2 You are responsible for ensuring that any person in your household benefitting from prioritised traffic through Smart Modes, understands how the Service operates and is aware of the limitations of the Service as set out in this agreement.
- 4.3 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, if devices connected to your home broadband are using any sort of VPN, or if you have not completed a mandatory App update.
- 4.4 You must not use Smart Modes for any purpose that is abusive, illegal, fraudulent, a nuisance, harassment or for criminal activities.
- 4.5 You must ensure that any other user of the Service is aware of these responsibilities.
- 4.6 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.
- 4.7 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.
- 4.8 To provide you with the Service you will need to enable certain permissions on your mobile device. We may also require some information about you. 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.

5 Connectivity

- 5.1 Subject to coverage and any other limitations set out in Section 4, the Service is available when you access Smart Modes in the App.

- 5.2 Whilst the Service only impacts devices that are connected to your home Wi-Fi network, the App can be used to change between modes whenever it has connectivity.

6 Suspension and ending the agreement

- 6.1 We can suspend, restrict or stop providing the Service (all or in part) in the following circumstances:
- 6.1.1 If we believe your App or the Service are being used in a way that we do not allow under this agreement.
 - 6.1.2 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.
 - 6.1.3 If you no longer satisfy the requirements for using the Service, as set out in section 1.
 - 6.1.4 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.
 - 6.1.5 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.
 - 6.1.6 If we are permanently unable to provide the Service to you.
 - 6.1.7 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.
- 6.2 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.
- 6.3 You may cancel 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 of the Service will not terminate any other plans or services you have with us, including your underlying broadband plan.
- 6.4 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 or mobile plan agreements with us. Any cancellation of those services will remain subject to their applicable terms and conditions.

7 Variations

- 7.1 We may add new services or features to the Service and make changes to, add or withdraw any of the Service at any time.
- 7.2 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.
- 7.3 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.
- 7.4 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 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.
- 7.5 By continuing to use and access the Service beyond any notice period, you agree to any changes.

8 Liability and Exclusions

- 8.1 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 mobile or broadband services: or (d) any reasonable instructions provided to you by Vodafone.
- 8.2 We will not be liable to you if we cannot provide the Service because of something outside of our reasonable control.
- 8.3 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 (two thousand euro).
- 8.4 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.
- 8.5 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.
- 8.6 As an Additional Service, the terms of this agreement are separate and exclusive of the terms and conditions of your Vodafone home broadband and Vodafone mobile plans and any term or condition in this agreement does not vary, impose or rescind any terms or conditions for those respective services or create any additional rights or obligations.

9 Personal Information

We will collect, use, store or share your information to provide you with the Service in accordance with our [Smart Modes Privacy Policy].

10 General

- 10.1 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.
- 10.2 This agreement is not intended to be for the benefit of, and will not be enforceable by, any person other than you and us.
- 10.3 If you or we fail to enforce rights under this agreement, it will not prevent you or us from taking further action.
- 10.4 We will send you notices by post, voicemail, text, within the App or by email.
- 10.5 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.
- 10.6 Any problems using Smart Modes 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 via Live Chat on 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

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