

Vodafone Always Connected Terms and Conditions

V011221

YOU MUST READ AND ACCEPT THE FOLLOWING BEFORE USING THIS SERVICE:

These terms govern the use of the Vodafone Always Connected (“Always Connected”) service. These terms will apply in addition to and form part of the General Terms and Conditions of Vodafone Fixed Telecommunications and Broadband Services available on www.vodafone.ie/fixedterms, the General Terms of the Vodafone Mobile Service available on <https://n.vodafone.ie/terms/bill-pay.html> and the applicable terms and conditions relating to our mobile broadband products, each of which can be found at www.vodafone.ie/terms. By using our Always Connected service, you agree to the following terms:

THE SERVICE:

1. Always Connected is a service that is intended to give you a connection to our Vodafone 4G mobile network when there is a total loss of service on your fixed line broadband connection.
2. Always Connected is provided through a 4G mobile broadband dongle (the “Dongle”) which you insert into the USB port of your Vodafone Home broadband Gigabox modem. This Dongle contains a Vodafone mobile sim card, which has a capped data allowance as set out below. If your Vodafone Home fixed line broadband experiences an issue which causes interruption to your connection, the modem connectivity will switch to the Dongle. When the issue is resolved the modem connection automatically returns to the fixed line broadband connection as normal.
3. Always Connected provides 300GB data to use per billing period via Vodafone’s 4G mobile network in the case of a fixed broadband network outage or an issue on your fixed broadband connection. If you run out of data beyond the 300GB provided as part this service, please contact us via our Care Team by calling 1907, who may add extra data as needed at no additional cost. The provision of additional data for your Dongle is at our discretion and is subject to your compliance with these terms and conditions.
4. Always Connected is an add-on service, which is independent of your primary Vodafone Home contract.
5. Always Connected is provided on a monthly recurring basis and we will continue to provide this service to you until either of us cancels the service. You can cancel the service at any time by calling 1907.
6. We may change, suspend, or discontinue the Always Connected service at any time. We may change, update, or upgrade the service to ensure we can comply with new legal or technological developments, and to protect against new or emerging security issues.
7. Always Connected is subject to a monthly recurring fee, as set out in www.vodafone.ie/rates. Unless otherwise advised, this fee is €5 per billing period
8. You are charged for Always Connected in advance. If the service is cancelled part way during the billing period, the service will be ceased immediately and you will be reimbursed for the remainder of the billing period paid in advance on a pro-rata basis.
9. We may change these terms at any time. If we do, we will endeavour to give you a minimum of 30 days' notice.
10. 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. Where you have used the products or services supplied to you to avail of services before the expiry of the cooling off period you will be liable for any diminished value of the products or services. You will only be liable for any diminished value of the goods resulting from the handling of goods beyond that necessary to establish their nature, characteristics and functioning. To find out more information and to access the cancellation form, please view our website:

<https://n.vodafone.ie/support/orders.html>

11. If you have any questions concerning these terms, or you would like to contact us for any other reason, please go to www.vodafone.ie/support or call Vodafone on 1907. If you have any complaints, you can contact us at 1907 and your complaint will be managed in accordance with our complaints policy which is available here: www.vodafone.ie/aboutus/code/.

ELIGIBILITY

12. Always Connected is only available to customers who have an active Vodafone Home broadband service. Our Vodafone sales advisors will be able to check if you are eligible to purchase this add-on service.
13. Always Connected is not available to the following customers:
 - a. Vodafone Home customers whose broadband is provided through the National Broadband Ireland (NBI) fibre broadband network; or,
 - b. Vodafone Home customers whose account has been registered on the “legacy billing system”

ALWAYS CONNECTED LIMITATIONS

14. Always Connected provides a back-up broadband connection using the Vodafone 4G mobile network when there is a total loss of service on your fixed line broadband. This can occur due to factors including, but not limited to, alterations to connections and wiring inside the home, local or exchange faults, or fallen lines due to building work or from storms and high winds.
15. In order to use the Dongle as intended, you should ensure it is plugged into the relevant port of your Vodafone-supplied modem in order for it to provide a connection after a total loss of service on your fixed line broadband.
16. Your modem must be connected to your fixed line at all times for your broadband to function, and your failure to connect the router to your fixed line shall not constitute a fault with your fixed line broadband.
17. Always Connected will not provide a back-up broadband connection using the 4G mobile network in the following scenarios:
 - a. Where there is a general electricity power outage. Always Connected requires electricity power to operate. In particular, your modem must be plugged in and powered on;
 - b. Where there is damage to the modem, the Dongle or the sim card;
 - c. Where there is an outage or impairment on the Domain Network Servers, on which connectivity on both the mobile and fixed network depends;
 - d. Where there is an Access Point Name (APN) outage or impairment, the APN being the gateway to the internet for devices connected over the mobile network;
 - e. If there is a general service outage on the mobile network or both the mobile and fixed network. A general service outage is when there is a service or network issue

and multiple customers will be affected at the same time;

- f. If there are billing issues and therefore your Vodafone Home broadband service has been suspended;
- g. In the case of scheduled or unplanned maintenance works;
- h. Where there is no, poor, or intermittent 4G coverage;
- i. As a replacement to poor fixed connectivity. Always Connected is not a direct replacement for your fixed line broadband;
- j. Where the Vodafone 4G mobile network is congested or otherwise impaired;
- k. Where you have exceeded the 300GB data bundle included as part of Always Connected. Please see clause 3 on how to receive additional data;
- l. Where the Dongle is not properly connected to the modem, the sim not properly connected within the Dongle, or where the modem is located in a position with poor mobile coverage; or,
- m. If you terminate your fixed broadband contract with Vodafone.

18. Always Connected is compatible with Super WiFi and Secure Net but does not support the Vodafone TV service or Broadband Voice (VoIP). Always Connected does support the Vodafone TV Anywhere App. If your devices are connected to the internet via your Dongle rather than via your fixed line:

- a. You will be unable to use static or fixed IP addresses and any devices that are reliant on a static or fixed IP address to function, will not function as intended; and
- b. You will be unable to make VoIP calls or utilise VoIP services on devices that are connected to the Dongle, including calls to emergency services. We recommend that you ensure you have an alternative means of contacting the emergency services in the event that your router stops working, including without limitation where there is a total loss of service on your fixed line broadband.

19. Always Connected is strictly subject to availability of a 4G mobile network. As the Dongle connects to our mobile network, the service, speed and consistency of your connection may vary due to a number of factors, including location, coverage and demand.

USAGE

20. Always Connected is only available at your home and must only be used in conjunction with your Vodafone Home fixed line broadband modem. The Dongle must not be used in any other device and must remain in your fixed broadband modem. The provided SIM card must only be used in the Dongle.

21. The Dongle is not a direct replacement for your fixed line broadband. The Always Connected service and the Dongle must only be used for the purposes of providing a back-up broadband connection using the 4G mobile network when there is a fault with your fixed line broadband.

22. The Always Connected service is for your personal, non commercial use only and must only be used when you have a fault with your fixed line broadband.

23. Any use of the Dongle other than as permitted under these terms will be considered a breach of these terms and may lead us to terminating your Always Connected service. Vodafone reserves the right to take such action as it considers reasonably necessary at any time and without notice to you, including (but not limited to) imposing a usage bar, suspending or terminating access to the Always Connected service where Vodafone (as it in its sole discretion shall determine) considers that:

a. your use of the service is contrary to any provision of these terms or our agreement with you;

b. such action is in your best interests;

c. your use of the service is or is potentially fraudulent or illegal;

d. you have or are attempting to damage our reputation or that of a third party;

e. your use of the service is in breach of these terms;

f. you have failed to pay the relevant subscription fee;

g. it is adversely affecting the Vodafone Network or other Vodafone customer's ability to use or access other Vodafone services.

24. We will not be liable to you for any indirect or consequential loss or for any damages whatsoever whether foreseen or unforeseen, including but not limited to:

- loss of income or profits;
- loss of use of the Service;
- loss of data; lost business, revenue, anticipated savings, goodwill or missed opportunities; or,
- any loss or damage that is not directly caused by us or which we could not reasonably expect at the time you entered into this agreement.

25. We will not be legally responsible to you if we cannot provide the Always Connected service because of something outside of our reasonable control.

26. Unless our negligence causes death or personal injury, our maximum liability to you will not be more than €200 for each claim or a series of related claims.

27. 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.

EQUIPMENT OWNERSHIP AND RETURNS

28. Equipment supplied by us to you shall at all times be the exclusive property of Vodafone. Upon termination of the Always Connected service, the customer shall return the Dongle and SIM card to Vodafone.

29. If you cancel an Always Connected subscription, a Vodafone agent will call you to organise for the Vodafone equipment to be collected by a courier. Once the appointment is confirmed, a courier will call to your provided address to collect the equipment. An agent will try to contact you two or three times to arrange this appointment. If these attempts are unsuccessful, you will get a text message informing you of the equipment recovery attempt and advising you to call 1907 to make an appointment for collection. If you don't arrange another collection you will be charged for the unreturned equipment, as set out on www.vodafone.ie/rates.

30. You must take all reasonable care with the Dongle we provide to you and keep it in good working condition. Without prejudice to any other term in this Agreement, we shall be responsible for the replacement or repair of your Dongle throughout your contract provided the damage to the Dongle is not caused by you. We reserve the right to replace any damaged Dongle with either a new or reconditioned dongle.

31. You are responsible for ensuring that the Equipment is at all times kept safely and properly used.