

**Last updated:**

30 January 2018

Welcome to the Vodafone Internet in the Car Service (the 'Service').

The Service enables drivers and passengers to make use of internet connectivity provided by a Vodafone SIM embedded into your vehicle. This can be accessed through the Wi-Fi hotspot in the vehicle or (depending on your vehicle model) the in-dash applications. You can use the Service in any vehicle which is equipped with suitable hardware.

The Service is available to you if you normally reside in the Republic of Ireland or you have a stable link that requires you to have a frequent and substantial presence in the Republic of Ireland. By accepting this agreement and purchasing a data bundle, you confirm you are a Republic of Ireland resident or have a stable link to the Republic of Ireland, and where it is reasonable for us to request it you agree to provide us with a valid document to confirm your residence.

The internet connectivity is also available in a number of other countries. The number of countries supporting Internet in the Car will grow over time, and is subject to change. Please go to [internetinthecar.vodafone.com](http://internetinthecar.vodafone.com) for the latest list and for further information on this service.

The Service will commence when you register for Internet in the Car on the registration portal, and accept these terms and conditions.

You might be entitled to a free use of the internet connectivity as detailed on the registration portal (the 'trial'). To continue using the Service after the end of the trial, you will be prompted to purchase data bundles. If you do not purchase any data bundles the Service will be suspended until such time as a data bundle is purchased and applied to your account. The data bundle you purchased will allow you to use your internet connectivity in all supported countries with no roaming surcharge. Your usage is, however, subject to our roaming clause (see section 10 of the terms below) as the Service has been priced for domestic use in the Republic of Ireland and periodic use when travelling outside of the Republic of Ireland.

If you are a consumer, please note that you are entitled under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 to withdraw from any contract you have with us for the Service within fourteen (14) days of agreeing to it without giving any reason for doing so, provided you haven't used up the Service entirely. To exercise this statutory right of withdrawal, please notify us using the contact details stated below and for further information please see <https://n.vodafone.ie/support/orders.html>. If you withdraw from your contract within such fourteen (14) day period, we will reimburse any payments we have received from you proportionate to the portion of the bundle you've not used, as soon as reasonably possible, but no later than fourteen (14) days after the day on which we receive your notice of your withdrawal from this contract. We will use the same payment method you used for the original transaction in order to provide the reimbursement, unless otherwise expressly agreed; under no circumstances will you be charged a fee for this refund. Please note, other than as set out in these terms, the Service does not qualify for any network money back guarantees.

We aim to provide you with the Service at all times. However, due to the nature of the underlying mobile technology, it is impossible to provide a fault-free service.

Any problems with the Service should be reported to the Internet in the Car support desk which will endeavour to help resolve the issue – please call 1800-200-313 (+35 (0) 319 079 838 ) or visit [internetinthecar.ie@vodafone.com](mailto:internetinthecar.ie@vodafone.com) if you are a direct customer and if you are an OnStar customer please press the blue button or contact us at 1800 800 001. Alternatively, you may contact us on the following email address: [onstar.europe@onstar.com](mailto:onstar.europe@onstar.com).

Please note the Service is not supported by Vodafone's standard 1907 number or Vodafone's retail stores.

This agreement is governed by Irish law. Vodafone Ireland Limited. Mountainview, Central Park, Leopardstown, Dublin 18, Ireland.

**Your agreement with us is made up of:**

- a) these conditions including the Service welcome letter above;
- b) Vodafone's Privacy Policy which you can view at <https://n.vodafone.ie/aboutus/privacy-cookies.html>

This Agreement is for your use of internet connectivity in the car. This Agreement does not cover buying or maintaining any SIM chip that has also been provided to you.

**1. Definitions**

We, our or us – Vodafone Ireland Limited.

You or your – you, the customer.

Agreement – these conditions, the Service welcome letter and the Privacy Policy.

Account – the account we register for you to access the Service and to which any Data bundle you purchase or Trial is credited.

Content – material available through the Service including textual, visual or other information, software, photos, video, graphics, music, sound and all information supplied by content providers (including us) from time to time.

Data bundle – a pre-paid data plan for using the Service.

Manufacturer – the manufacturer of a compatible vehicle which is used by you to access the Service.

Network – the electronic communications systems we use to provide the Service in the Republic of Ireland and in our partner's networks in the countries where the Service is available.

Portal – the Internet in the Car portal, which you may consult with your login details to access and manage your Account and purchase Data bundles;

Rights – copyright, trademark and other relevant proprietary and intellectual property rights relating to content.

Service – the internet service we provide to you under the terms of this Agreement.

SIM chip – the SIM chip used to access the Service and which is embedded in a compatible vehicle.

Support Desk – the Internet in the Car customer support desk available on 1800-200-313 (+35 (0) 319 079 838 ) or visit [internetinthecar.ie@vodafone.com](mailto:internetinthecar.ie@vodafone.com) if you are a direct customer and if you are an OnStar customer please press the blue button or contact us at 1800 800 001. You can also email us on [Onstar.europe@onstar.com](mailto:Onstar.europe@onstar.com)

Trial – the time limited use of the Service offered by your Manufacturer as detailed on the registration Portal.

## **2. Service and coverage**

2.1 Your agreement with us for use of the Service begins, when:

- you sign or otherwise submit the registration form;
- your Account is activated; or
- you use the Service, whichever happens first, and you agree to keep to the terms of this Agreement from that point.

2.2 You can create and activate your Account on the registration Portal and by accepting these conditions. To start using the Service, you will need to purchase a Data bundle and register it to your Account, unless and to the extent that your Account qualifies for a Trial.

2.3 If your Account is eligible for a Trial, the Trial will be available from the date of activation of the Service and for the duration specified on the Portal, or until we or Manufacturer terminate the Trial or your participation in it for any of the reasons set out in this Agreement. On expiry of the Trial, you may continue to use the Service by purchasing a Data bundle and registering it to your Account.

2.4 Data bundles will be valid for the period specified at the time of purchase. The validity period will start to run when the Data bundle is registered to your Account and the associated data allowance made available for use of the Service. You may at any time purchase one additional bundle to be queued behind your current Data bundle. The queued Data bundle will automatically be activated and its validity period will start to run when your current Data bundle expires or the data allowance under that Data bundle has been used up, whichever happens first. You cannot have more than one queued Data bundle at any one time. Once purchased, a Data bundle is non-refundable even if it is still queued.

2.5 Whenever there is valid Data bundle registered to your Account, and during any Trial, we aim to provide you with the Service at all times. However, due to the nature of mobile technology, it is impossible to provide a fault-free service or guarantee coverage or connection speeds which may vary significantly due to factors including network coverage and signal strength.

2.6 The Network and/or the Service may from time to time require upgrading, modification, maintenance or other work. We reserve the right to undertake such work at any time and you accept this may result in partial or complete suspension of the Service.

2.7 We will use reasonable efforts to give you access to networks in other countries. We call this 'roaming'. Networks abroad may be limited in quality and coverage. Any access to networks outside the Republic of Ireland will depend on the arrangements between us and the foreign operators. You can check details of available networks at [internetinthecar.vodafone.com](http://internetinthecar.vodafone.com).

### **3. Using the Service**

3.1 You must keep to this Agreement and our and Manufacturer's instructions on using the Service. You are responsible for anyone who uses the Service through your Account. You must ensure that any information you provide in relation to your Account is valid, accurate and up-to-date and notify us immediately if any of this information changes.

3.2 You must not use your SIM chip, Account or the Service:

1. for any purpose we believe is abusive, offensive, indecent, obscene or menacing, illegal, fraudulent, a nuisance, or in breach of any person's privacy or other rights;
2. for criminal activities (including misusing the service so as to cause any person annoyance, inconvenience, or needless anxiety on the part of any relevant person);
3. other than in accordance with the acceptable use policies of any connected networks;
4. to generate artificially inflated traffic or to persistently send automated unsolicited communications; or
5. regardless of the amount of data you use, in any way that we believe which adversely impacts other users of the Service.

3.3 You must not sell to anyone else all or any part of the Service.

3.4 The SIM chip and software in it does not belong to you and it is licensed to you by Vodafone and/or Manufacturer to use with the Service only. If you experience any problems with your Account or the Service or need a replacement SIM chip, you should contact the Support Desk.

3.5 You may use the Service to access the internet but we accept no responsibility for any content or services you may access or action you may take in reliance on such content or services. You are responsible for evaluating the accuracy, completeness, value and integrity of any content you access using the Service. Where the Service is used by minors, appropriate content control filters should be applied to your Account and/or included on any specific devices used by minors.

3.6 The internet experience available will be the internet experience generally available in your home country and not the country you are travelling in if you are abroad. Content control will apply to the Service and access to certain content may be blocked although your data allowance may be used and the balance on your current Data bundle reduced by attempts to access blocked content.

3.7 You are responsible for ensuring that all devices connected to the internet via the Service have adequate and up to date anti-virus protection.

## **4. Payment**

4.1 If applicable, the Trial is provided to you free of charge.

4.2 You can pay for the Service by purchasing and paying for Data bundles using your credit card, debit card, PayPal account or by any other method approved by us from time to time. Data bundles will be credited to your Account, subject to our carrying out our usual credit checks. Payments made through your Paypal account will be collected on our behalf by Vodafone Global Enterprise Limited.

4.3 Each time you use the Service, the data allowance on the current Data bundle registered to your Account will be reduced according to the data used.

## **5. Losing the SIM chip**

5.1 If your SIM chip is stolen or lost, or your Account is accessed without your authority, you must contact us immediately so that we can prevent further use being made of your SIM chip or Account, as relevant and you agree to cooperate with us in our reasonable security and other checks.

5.2 In the circumstances listed in condition 5.1, or if you sell your vehicle, you may continue to use your Account and Data bundles registered to it via a SIM chip installed in another vehicle equipped with compatible hardware and software. If you do not access your Account via a compatible vehicle, any Data bundles registered to it will expire as described in condition 2.4 above and we will not be responsible for refunding you for any unused data allowance assigned to your Account.

## **6. Suspension, disconnection and ending the Agreement**

6.1 We can suspend (in other words bar), restrict or stop providing the Service (all or part of them) and/or end this Agreement in the following circumstances:

1. If we believe your SIM chip, Account or the Service is being used in a way we do not allow under this Agreement.
2. You tamper with or try to remove the SIM chip from the vehicle in which it is installed.
3. If we believe that the right to use any password used in relation to the Service or your SIM chip or your Account is or has been gained in an unauthorised, illegal, improper or fraudulent way.
4. If you do not keep to this Agreement.
5. If you do anything (or allow anything to be done) which we think may damage or affect the operation or security of the Network or the Service.
6. If we are permanently unable to provide the Service to you.
7. In an emergency or for operational reasons or for your security.
8. If the emergency services and/or a relevant authority tell us to, or a law or regulation is passed which means we need to do so.

9. If any of the information you provide on the registration form is incorrect or if information provided on the registration form later becomes incorrect and you do not inform us of this fact by following the instructions on the registration Portal.

6.2 Except where the Service is suspended because you have chosen not to purchase additional Data bundles, we will try and tell you when we suspend, restrict or end your use, but we do not have to.

6.3 We reserve the right to bring your participation in any Trial to an end if you transfer ownership of the vehicle during the Trial.

6.4 If you wish to end this Agreement you should contact the Support Desk. We will not be responsible for refunding you for (all or any part of) any unused Data bundles, except where you end this Agreement under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013.

## **7. Variations**

7.1 We may make changes to or withdraw services at any time and we can update, make changes to or introduce new terms to this Agreement at any time. If possible, or where required by law, we will give reasonable notice of these changes. The changes will apply when we publish details of them in a way which we consider is reasonable, for example by sending messages to the email address or telephone number registered to your Account. Any changes will not apply to any Data bundle you have already purchased before the date we publish any change.

7.2 By continuing to use the Service, you agree to these changes. If you are not happy with any of these changes, you do not have to continue to use the Service.

## **8. Legal responsibility and exclusions**

8.1 Our only responsibility to you is to exercise the reasonable skill and care of a competent mobile network operator.

8.2 We will be legally responsible to you if our negligence causes death or personal injury. We will not be legally responsible to you for:

- loss of income or profit;
- loss of use of the Service;
- lost business or missed opportunities; or
- any loss or damage that is not directly caused by us or which we did not reasonably expect at the time you entered into this Agreement.

We will not be in breach of this Agreement or legally responsible to you if we cannot provide the Service because of something outside our reasonable control.

8.3 You agree that we have no responsibility for any data or content accessed or transmitted using the Service, nor for any deletion, loss or corruption of any data or content transmitted or accessed

using the Service or for any transaction which are lost or corrupted whilst using or attempting to use the Service, unless this is caused by our negligence.

8.4 Except where our negligence causes death or personal injury (for which our liability is unlimited), our liability to you will not be more than €1,500 for each claim or a series of related claims.

8.5 If you are a consumer, the terms of this Agreement will not affect any rights which you may have under any law and which we cannot exclude by agreeing it with you.

## **9. Personal information**

9.1 We and our respective group of companies collect, use and share the following categories of personal data for the following purposes:

1. When you register for the Service, information such as your name, address, and contact details will be collected in order to set up your account for the Service.
2. Some form of payment information may also be taken from you such as credit card details, to confirm your identity and/or enable you to pay for the Service.
3. When you access your account for the Service, your username and password will be used to authenticate you and ensure that you get access to your account;
4. When you use the Service, our network will generate information about that usage which will be used to:
  - deliver the Service;
  - understand whether the Service is working or not and plan for improvements and upgrades where necessary;
  - monitor the quality and security of the Network and test and maintain our IT systems; and
  - provide to emergency services in the event of an emergency. This will include your approximate location.
- We and our respective group of companies may use the above information to inform our marketing campaigns and, if you ask us to, to send you messages about products and services that we think you may be interested in.

9.2 We may also share your information with Manufacturers to help us and Manufacturers to do any of the activities listed above, but only to the extent necessary to provide the Service.

9.3 By entering this Agreement, you confirm that the information provided by you as part of the registration process is correct. If there are any changes to the information you provide during the registration process, please notify us by following the instructions on the Portal.

9.4 For more details on how we use your information, please read the Privacy Policy which you can view at <https://n.vodafone.ie/aboutus/privacy-cookies.html>.

## **10. Roaming**

10.1 You may roam with your tariff allowance in a number of other supported EU countries as set out here: [internetinthecar.vodafone.com](http://internetinthecar.vodafone.com). However, in accordance with EU regulation Vodafone may take action to prevent abusive or anomalous use of roaming services. In using Vodafone Ireland services, you must be normally resident or have stable links entailing a frequent and substantial presence in the Republic of Ireland. We may monitor your use of the Service to ensure you are compliant in this regard.

10.2 If you take up residence (or headquarters) in another country, please contact our customer service team for assistance setting up a new Account for that country. Please note we are not able to transfer Data bundles between accounts.

## **11. General**

11.1 We may transfer this Agreement to anyone else at any time. You, however, may not transfer your agreement with us to anyone else.

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

11.3 If you need customer or technical support or assistance in relation to the Service, or want to make a complaint, please contact the customer Support Desk. Further details of our complaints policy are available at <https://n.vodafone.ie/aboutus/code/customers/complaints.html>.

11.4 You or we may bring legal proceedings in a court in the Republic of Ireland to sort out a dispute under this Agreement. If you are a consumer, you may also refer a dispute to the European Online Dispute Resolution ("ODR") portal at <http://ec.europa.eu/odr>.

11.5 This Agreement is under Irish law.

Vodafone Ireland  
Limited, Mountainview, Leopardstown, Dublin 18, Ireland.  
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