

The following terms and conditions (the “Offer Terms”) will govern the provision of certain services in connection with Vodafone AirTies Trial offer (the “Offer”).

## GENERAL

1. The Trial Offer consists of AirTies WiFi devices and is available free of charge, to all principal occupants of residential and/or Business premises that have been selected by Vodafone to carry out this trial, who sign up to it by completing a prequalifying survey and opting into these Trial Offer Terms. Each person who does so (“Customer”/“you”) will be deemed to have entered into an agreement with Vodafone (“Service Provider”), comprising the prequalifying survey and these Trial Offer Terms (the “Agreement”). You acknowledge that the Trial Offer is being made to you on the basis that Vodafone will be conducting surveys on the user experience of the service over the duration of the Trial Offer.
2. The Trial Offer is available from July 2017 and will end in October 2017. Vodafone reserves the right to withdraw or extend the duration of the Trial Offer at its own discretion, at any time.
3. Vodafone reserves the right to suspend or terminate this Trial Offer Agreement and/or any services provided under this Trial Offer Agreement or to amend its terms at any time, without further notice, for any valid, technical or commercial reason.
4. Once you sign up to this Trial Offer, you are giving your consent to Vodafone and its agents to contact you regarding feedback on the services provided as part of the Trial Offer in the form of a market participation survey. You are also giving your consent to Vodafone to use the results of any such survey, together with any Trial Offer related images and information compiled by Vodafone during and after the Trial Offer period, for promotional and marketing purposes. **THIS TRIAL OFFER IS SUBJECT TO YOUR FULL PARTICIPATION IN THE SURVEY AND COMPLIANCE WITH THIS CLAUSE 4 AND VODAFONE RESERVES THE RIGHT TO WITHDRAW THE SERVICES PROVIDED AS PART OF THE TRIAL OFFER SHOULD YOU REFUSE TO PARTICIPATE IN THE SURVEY OR OTHERWISE FAIL TO COMPLY WITH THIS CLAUSE 4.**
5. You acknowledge that all services and equipment will be provided under this Agreement ‘as is’ and on a trial basis and, as such, Vodafone:
  - (i) shall, to the greatest extent permitted by law, have no liability whatsoever for any delay, failure, interruption, non-availability, or deterioration in any equipment or service provided under this Agreement; and
  - (ii) note that broadband speeds achievable are strictly subject to each customer’s device capabilities.
6. Vodafone will retain ownership of all equipment, cables and fittings provided to you under this Agreement and may remove them during or upon the termination of this Agreement.
7. There will be a Customer Care support service in connection with this Trial Offer, available during normal working hours at the following number 1800 855 837

8. TO THE GREATEST EXTENT PERMITTED BY LAW, VODAFONE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO CIRCUMSTANCES WILL VODAFONE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR ECONOMIC LOSS OR DAMAGE, HOWEVER IT MAY ARISE, INCLUDING AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF PROFITS. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE VODAFONE'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.

9. You agree that Vodafone shall be entitled, at its absolute discretion, at any time and from time to time, without notice and without your prior written consent, to assign, sub-contract, novate or otherwise transfer this Agreement or any of their rights and obligations under this Agreement to any third party including but not limited to any other company that controls, is controlled by, or is under common control with Vodafone.

## **AIRTIES SOLUTION**

10. Due to the wide range of causes of faults, many of them outside of Vodafone's control, it is not possible for Vodafone to fix a particular fault in a guaranteed timeframe. However, Vodafone will use all reasonable endeavours to repair faults in a timely fashion.

11. For technical, operational and commercial reasons Vodafone shall be entitled to vary any aspect of the AirTies solution at any time. Where practicable, Vodafone shall provide notice of any such change in accordance with the terms of this Agreement.

12. Vodafone reserves the right, at its discretion and without prejudice to any other provisions of this Agreement, to issue such reasonable instructions concerning the use of the AirTies solution as it considers necessary in the interests of safety, quality of the AirTies solution, other customers or telecommunications services as a whole.

13. Upon entering into the Trial Offer for AirTies, Vodafone will provide the Customer with a timeline within which it will deliver the AirTies solution. This timeline may vary from customer to customer depending on the circumstances affecting the delivery mechanism for the Customer.

14. Vodafone does not support or make any assurances as to the quality of the AirTies solution supplied through use of Third Party Equipment and shall not be responsible for any loss or damage howsoever arising to Third Party Equipment or the AirTies solution as a result.

15. Vodafone may need to access the Customer's modem remotely in order to gather diagnostic information about reported issues and to fix customer issues using firmware upgrades or configuration changes. You agree that Vodafone may carry out such access as is necessary by Vodafone to ensure stability of service.

## **CUSTOMER USE OF THE AIRTIES EQUIPMENT**

16. The Customer undertakes not to use or permit others to use the AirTies Equipment:
- (i) for business purposes to sell on or supply the AirTies Equipment to anyone on a commercial basis;
  - (ii) for any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the AirTies Equipment;
17. The Customer hereby agrees to avail of the AirTies solution subject to the provisions of any legislation, regulations, bye-laws or codes of practice applicable to such use.
18. The Customer shall ensure that all persons having access to the AirTies Equipment comply with this Agreement.
19. The Customer shall ensure that all Equipment is maintained and kept in good working order.
20. The Customer shall comply with all reasonable instructions given to the Customer by Vodafone in relation to the use of the AirTies Equipment.
21. The Customer warrants that all information and details provided by the Customer to Vodafone are true and accurate and the Customer shall promptly advise Vodafone immediately in writing or by contacting Vodafone's Customer Care team (where applicable) with any changes to that information (including without limitation, the Customer's name, address, email address and/or telephone number).
22. THE CUSTOMER SHALL INDEMNIFY AND HOLD VODAFONE HARMLESS AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, EXPENSES AND PROCEEDINGS HOWSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE BY THE CUSTOMER OR ANY OTHER PERSON OF THE FTTB SERVICE AND/OR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND/OR ANY BREACH OF THIS AGREEMENT BY THE CUSTOMER.

## **USE OF INFORMATION**

23. Vodafone shall process your personal data in compliance with the Data Protection Acts & the General Data Protection Regulation as of May 28<sup>th</sup> 2018.) in accordance with the Data Protection Legislation.
24. **BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THE USE OF CUSTOMER INFORMATION FOR THESE PURPOSES WHICH INCLUDE ACCOUNT MANAGEMENT, MARKET RESEARCH, CUSTOMER PROFILING, PRODUCT AND SERVICE DEVELOPMENT, PRODUCT AND SERVICE MARKETING INSIGHTS AND CUSTOMER CARE, EFFICIENT OPERATION OF THE SERVICE AND OTHER LEGITIMATE BUSINESS PURPOSES.** The Customer shall be deemed in accepting these terms and conditions to have given consent for the use of their information for such purposes. **THE USE OF SUCH INFORMATION FOR PURPOSES OTHER THAN THOSE OUTLINED IN THIS AGREEMENT SHALL BE SUBJECT TO THE CUSTOMER'S CONSENT AS GIVEN IN ITS CUSTOMER ACCEPTANCE FORM AND THE CUSTOMER AUTHORISATION.**

25. Personal information will be retained for a reasonable period of time in a secure environment. Please note that Customer calls to Vodafone's Customer Care support service may be recorded for training and quality control purposes.

## **FORCE MAJEURE**

26. Neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments (where applicable for connection or Offer Exclusions)) nor be liable to the other party for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including, without limitation, any act of God, failure, interruption of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labour disturbance, acts or omissions of Government, regulatory authorities or other circumstances beyond the control of the parties ("Force Majeure").

## **CUSTOMER TERMINATION**

1. The Customer shall, on written notice to us and subject to returning any Vodafone owned Equipment to us, have the right to terminate this Agreement without penalty at any time before or after the Commencement Date of the Trial Offer. To return any Vodafone owned Equipment, the Customer must contact Vodafone's Customer Care support service at the following number: **1907**. The customer care agents will arrange collection of the Equipment at a date and time which is convenient to the Customer. If the Customer fails to return Vodafone owned Equipment, then Vodafone will charge the Customer for the value of the Equipment.

## **ASSIGNMENT**

2. Vodafone may freely transfer this Agreement in whole or in part including any debts due under the Agreement without notice and without consent.

3. This Agreement is personal to you the Customer. You as Customer shall not, except with Vodafone's written consent or in accordance with Vodafone's standard transfer procedures, assign or otherwise transfer the Agreement in whole or in part.

## **WAIVER**

4. Failure by any party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or enforcement thereof, or of any such right or any other right on any later occasion.

## **GOVERNING LAW**

5. This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.

#### **DEFINITIONS:**

**“Commencement Date”** means the date when Vodafone accepts the Customer Authorisation and delivers the AirTies Equipment to the customer. Vodafone will communicate an estimated Commencement Date to you in advance but this date is not guaranteed;

**"Customer Authorisation"** means the process completed by you the Customer to approve the provision of the AirTies solution and which contains information as Vodafone may reasonably specify. The form, content and medium of the authorisation process (in writing, on-line or via other means including third party verification) shall be as specified by Vodafone from time to time;

**"Data Protection Legislation"** means the Data Protection Acts 1988 and 2003 and any amendment, replacement or supplement thereto, from time to time;

**"Equipment"** means any Vodafone or Third Party Equipment as required for the supply and use of the AirTies solution;

**“Third Party Equipment”** means any equipment of a third party which is supplied by Vodafone as part of the AirTies solution as set out in these terms and conditions;

**"Vodafone"** means Vodafone Ireland Limited, MountainView, Leopardstown, Dublin 18.