Vodafone – Home Broadband App – Terms and Conditions

Welcome to the Home Broadband app (the "**App**"), provided by Vodafone Limited at registered address Vodafone House, The Connection, Newbury, Berkshire RG14 2FN with company number 1471587 ("**we**").

These terms and conditions (the "**Terms**") apply to your use of the App. By downloading, installing and using the App, you agree to these Terms.

Please note that in addition to these Terms (which cover the conditions for your use of the App), separate terms and conditions apply to your use of the Vodafone Home Broadband and Phone services.

1. Licence

We grant you a non-exclusive, non-transferable licence to download and use the App in your territory on your device for personal non-commercial use only.

We and our licensors own all proprietary rights in the App. You will not have any right to the App apart from the right to use the App in line with these Terms. You understand and agree that: (i) you are not permitted to resell, copy, or distribute the App for any commercial purposes or use the App in any other manner inconsistent with these Terms; (ii) you are not permitted to duplicate, transfer, copy or distribute any part of the App in any medium without our prior written authorisation; (iii) you are not permitted to reverse engineer, alter or modify any part of the App; and (iv) you will otherwise comply with these Terms.

You may also be able to purchase or subscribe to additional services via the App. These additional services (the "Additional Services") may be provided by Vodafone, a Vodafone group company, or a third party.

Please note that in addition to these terms (which cover the conditions for your use of the App), separate terms and conditions may apply to any Additional Services accessible through the App and/or to any services and equipment that you control through the App or a third party app. Except where we tell you otherwise, we are not responsible for the content of any additional terms and conditions, or for the operation of, a third party app and/or any associated services and equipment.

2. Use of the App and Charges

The App can be used to connect to and manage your Vodafone router (purchased separately).

The App is provided to you free of charge.

In order to make a full use of the App you will need to activate a subscription to Vodafone's Home Broadband and Phone services.

Charges may apply to your subscription for Vodafone Home Broadband and Phone services, and/or for Additional Services, but these will be made clear to you at the point of purchase.

In addition to the cost of the Vodafone Home Broadband services, there may be data charges for downloading, using and updating the App in the Ireland. If you access the App outside Ireland you may incur data charges at the standard data rates applicable to your mobile tariff for roaming.

To use the App, you must be 16 years old or more, or possess legal parental or guardian consent, and be able to enter into the Terms.

3. Your responsibilities

You will need to check that the App (and any associated App updates) is compatible with your equipment prior to downloading.

From time to time we may automatically update the App and change the services provided, (including the accessible Additional Services), to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App, the App services, or any Additional Services.

On occasion, and in order to make full use of all App features or Additional Services, you may need to purchase, activate or manage an additional Vodafone or third party product. These devices are sold separately and will be subject to separate terms and conditions. We will have no responsibility to you under these Terms for the functioning, performance or safety of such devices.

4. What we are not responsible for

To the fullest extent permitted by Applicable law, the App is provided to you "as is", without support or maintenance. Neither we nor our licensors warrant that the App will meet your requirements or that the operation of the App will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied and whether arising by statute, common law or otherwise. In any event, our maximum liability and sole remedy to you is a refund of the price of the App (if any) at the time of your purchase. This clause does not affect your legal rights as a consumer.

We are not responsible for any third-party device that is capable of being connected to the App.

5. Registration

As a Vodafone customer the App will automatically identify your account details and link the App installed on your device to your Vodafone Account.

6. Ending or changing the App

You can stop using the App at any time. Depending on the device type, you might also be able to uninstall or deactivate the App from your device.

We may suspend or change the App immediately for any reason, including where repair or maintenance work is needed. We may add or remove features or access to Additional Services from time to time and have no obligation to offer any particular features via the App. We can withdraw the App at any time, but will provide at least 30 days' notice if we do so.

7. Your Information

We will collect, use, store or share information to provide you with the App services via the App in accordance with our Home Broadband app privacy supplement.

The <u>Home Broadband and Phone – Privacy Supplement</u> sets out further details of how we use, process and store your information. So that we can operate the App, troubleshoot it if you have a problem, and optimise and improve its performance, we collect and store data about the individual customer usage of the App in anonymised or pseudonymised form. You must notify us immediately of any breach of security or unauthorized use of your mobile phone. We will not be liable for your

losses caused by any unauthorized use of your account and you may be liable for the losses caused to others or us due to such unauthorized use.

Please note, with regard Additional Services, the collection, use, storage or sharing of information may differ from the Home Broadband and Phone services. Users should refer to the terms and conditions / privacy policies of the applicable Additional Services for further information on how their information is collected, used, stored or shared when accessing Additional Services.

8. General

These Terms shall be governed and interpreted in accordance with the laws of Ireland and you and we both consent to the non-exclusive jurisdiction of the courts of Ireland.

We reserve the right to amend the Terms from time to time. The most current version of the Terms will always be posted on our website.

You agree that we may transfer our rights and obligations under the Terms to another Vodafone group company and we may allow another person to perform any of our obligations under the Terms on our behalf. If we transfer our rights and obligations to any other third party, we will let you know. If any of the Terms cannot be enforced by any court or other authority, we will delete it from the Terms and it will not affect the rest of the Terms. We may send you notices by email, text, post or on our website.

9. Support

We hope you enjoy using the App.

If you have any problems, you can contact us directly through the website: https://n.vodafone.ie/support.html#contact-us

For more information on how the App is supported on your device visit the FAQ section at https://n.vodafone.ie/support/broadband-and-landline-hub.html