

Vodafone Mobile Connectivity (Voice and Data) Service Terms

Version Date: 30 January 2024

1. General

Service Summary: Vodafone Mobile Connectivity (Voice and Data) Service (the “**Service**”) enables handsets and other devices to connect via the mobile Network for: (a) voice calls; (b) SMS; (c) MMS; and (d) data, all for domestic, international, and roaming use. The Network operating standards available are GSM, GPRS, 3G, 4G, and 5G (each where available). The term “**Service**” includes each Service Element.

2. Conditions of Use

- 2.1 Telephone Numbers:** Vodafone may: (a) allocate telephone numbers to Customer; (b) reallocate or change telephone numbers as a result of changes in Applicable Law or instructions from the NRA, using all reasonable efforts to minimize disruption to Customer; and (c) withdraw telephone numbers if Customer or User fails to comply with the Customer Agreement.
- 2.2 Telecommunications Systems:** Due to the constraints of radio and electronic communications, Vodafone cannot guarantee: (a) complete, fault free, or uninterrupted access to the Services; (b) compatibility with all handsets and devices; (c) that communications will be completely secure; (d) that roaming networks will be compatible or provide comparable performance or functionality to Vodafone’s Network; (e) that emergency services providers will be able to identify the User’s location automatically if a User makes a call for emergency services that is routed over Wi-Fi; or (f) that a Customer may roam while using Wi-Fi calling.
- 2.3 Misuse:** Customer may not use the Services: (a) to make a computer permanently available as a server; (b) to set up connections where the caller receives payments from third parties, based on the call or the duration of the connection (e.g. connections to advertising hotlines); (c) for commercial relaying of connections or interconnection services; (d) for automated machine-to-machine data exchange; (e) to use automated means to make calls, texts or send data; (f) for the sending of unsolicited bulk messages, content, posts or communications or (g) for any activities that adversely affect or interfere with the Network or any of its users.
- 2.4 Site Survey:** Vodafone may require a Site Survey prior to delivery of a Service Element (e.g., for improving in building cover). Customer will permit Vodafone or its subcontractors to conduct Site Surveys as necessary and Customer will complete the required preparatory work as detailed in the Site Survey report.
- 2.5 Customer Sites - Customer Obligations:** For the purposes of preparing for and delivery of any Service Element requiring Vodafone access to a Customer Site, Customer agrees to: (a) have in place (or assist Vodafone to do so at Customer’s cost) all third party consents necessary to allow Vodafone or its subcontractors to: (i) access Customer Sites, Equipment, and third party property; and (ii) install, configure or maintain Equipment on Customer Sites or third party property; (b) provide secure storage for Equipment sent to Customer Sites; (c) prepare Customer Sites in accordance with Vodafone’s instructions; (d) ensure that Customer Sites are safe and represent a suitable working environment; and (e) when possible, give Vodafone 10 Working Days’ notice of any event (such as power disconnection) that will disrupt the Service or affect the Equipment.
- 2.6 Customer Sites - Vodafone Obligations:** Vodafone will: (a) comply with any reasonable Customer Site access and security procedures disclosed to Vodafone in advance; and (b) deliver installation and maintenance work: (i) during Working Hours, when the work does not involve any suspension of the Service; or (ii) subject to additional charge notified to Customer in advance, outside of Working Hours if requested by Customer or if Vodafone is unable to deliver the works during Working Hours for reasons outside of Vodafone’s control.
- 2.7 Network - Sunset:** Customer hereby acknowledges and accepts that (i) certain Network technologies used to provide the Service on Equipment or Customer Equipment may retire prior to the expiry of the contract; and (ii) current Networks may be replaced by further advanced Network technologies during the term of the contract. As a result, Customer agrees that maintaining compatibility of any Equipment or Customer Equipment used in the delivery of a Service with the available Networks, shall be its responsibility and any associated costs (including, but not limited to, the cost of replacing any impacted Equipment or Customer Equipment) shall be borne by the Customer.

3. Equipment

- 3.1 Equipment Terms:** Customer may purchase Equipment from Vodafone or from its own suppliers. The Equipment Terms apply to Vodafone Equipment and Customer Equipment. Customer must promptly replace or correct the affected Equipment in event it is exposed to any fraudulent activity.
- 3.2 SIMs:** Vodafone will provide SIMs for Customer’s use. SIMs are Vodafone Equipment. Vodafone licences Customer and Users to use SIMs (including any embedded software) for the purposes of the Services. Vodafone will replace faulty SIMs. Customer must inform Vodafone as soon as reasonably practicable after Customer or User becomes aware that a SIM is lost, stolen or the subject of unauthorised use. Customer remains responsible for all usage Charges prior to such notification.

4. Data Protection

Vodafone is the Data Controller for this Service. Vodafone’s Data Protection Terms when Vodafone is Data Controller apply, including local terms, as applicable.

5. Delivery Services

5.1 Service Migration

5.1.1 **Incumbent Supplier:** Customer shall: (a) fulfil the terms of the contract(s) with its incumbent supplier(s) for similar services (which may include payment of termination fees); and (b) fulfil Vodafone's reasonable requests to enable it to set up the Services, including notifying the incumbent supplier(s) as necessary.

5.1.2 **Number Porting:** Vodafone will provide a facility for transferring or porting telephone numbers in accordance with Applicable Law and standard industry practice. If Customer requests Vodafone to transfer numbers to Vodafone, Vodafone will provide Customer with porting authority letters that Customer must complete and send. Customer agrees that any request to port out Numbers must occur prior to termination of the Service and that it shall not submit any request to port out Numbers after the date of termination of the Service.

6. Definitions

6.1 **Applicable Law** means law, regulation, binding code of practice, rule, order, or requirement of any relevant government or governmental agency, professional or regulatory Authority, each as relevant to (a) Vodafone in the provision of the Service and/or (b) Customer in receipt of the Service or carrying out of its business.

6.2 **Authority** means those governments, agencies, courts of law, and professional and regulatory authorities including National Regulatory Authorities ("NRAs") that supervise, regulate, investigate, or enforce Applicable Law.

6.3 **Charges** means the charges or fees set out in the Customer Agreement or Price Lists.

6.4 **Customer** means the Party receiving Service under the Customer Agreement.

6.5 **Customer Agreement** means an agreement for purchase of Services signed by both Parties.

6.6 **Customer Equipment** means Equipment not owned by Vodafone that is used with the Service. Equipment sold by Vodafone to Customer is Customer Equipment.

6.7 **Customer Group** means Customer and any company that controls, is controlled by, or is under common control with Customer. For this purpose, control means having the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, at or after the date of the Customer Agreement (and Customer Group Company(ies) or CGC has a corresponding meaning).

6.8 **Customer Site(s)** means the Customer's premises that Vodafone must access to provide the Service or the location where the Service is to be provided.

6.9 **Data Protection Terms** means the terms regarding data protection in the General Terms or later, or if those General Terms are not applicable, the Data Protection Terms found at www.vodafone.com/business/vge-customer-terms.

6.10 **Equipment** means the hardware and related software Customer must have to use the Service, including mobile devices/handsets and SIMs.

6.11 **Equipment Terms** means the terms regarding Equipment in the General Terms or later, or if those General Terms are not applicable, the Equipment Terms found at <https://www.vodafone.com/business/vge-customer-terms>.

6.12 **Extra Service Terms** means the additional terms that apply to certain Service Elements ordered by Customer on the Customer Agreement.

6.13 **General Terms** means the General Terms or master agreement identified in the Customer Agreement.

6.14 **Network** means the communications network and the equipment and premises that are connected to the network that are used by Vodafone and Vodafone Group Companies.

6.15 **NRA** means the national regulatory Authority for electronic communications or telecommunications services in the relevant country.

6.16 **Party or Parties** means the parties to the Customer Agreement.

6.17 **Price List** means Vodafone's standard pricing in the relevant territory at the applicable time.

6.18 **Service Element** means the individual components of the Service including optional services if applicable.

6.19 **SIM** means a "subscriber identity module" card that is an integrated circuit storing user specific data.

6.20 **Site Survey** means a survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient to provide the Service at that Customer Site.

6.21 **User** means an end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.

6.22 **Vodafone** means the member of the Vodafone Group that is a Party to the Customer Agreement. **Vodafone Equipment** means Equipment supplied by Vodafone for Customer's use, including SIMs.

6.23 **Vodafone Equipment** means Equipment owned by Vodafone and provided to Customer for use with the Services.

6.24 **Vodafone Group** means: (a) Vodafone Group Plc, Vodafone, and any company that Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (c) any partner listed on the "Where we operate" page in the "About" section at www.vodafone.com (and **Vodafone Group Company(ies)/Vodafone Group Companies** and **VGC** has a corresponding meaning).

6.25 **Working Day** means on Monday to Friday inclusive, but excluding public holidays in the country where the Service are being delivered from.

6.26 **Working Hours** means the hours between 0900 and 1700 (local time) on a Working Day.