



## SERVICE CONTRACT – TERMS & CONDITIONS

THESE TERMS & CONDITIONS, AND THE INFORMATION PACK THAT WE PROVIDE YOU WITH (WHICH COMPRISES A COPY OF THESE TERMS & CONDITIONS, THE PRIVACY POLICY AND THE USER GUIDE) FORM THE AGREEMENT BETWEEN VODAFONE AUTOMOTIVE UK LIMITED (“US”, “WE” AND “OUR”) AND THE CUSTOMER FOR THE PROVISION OF THE SERVICES AS IDENTIFIED IN THE WEB PORTAL. THE FULL INFORMATION PACK IS AVAILABLE ON THE WEB PORTAL.

**PLEASE NOTE THAT CLAUSES RELATED TO THE ACTIVATION OF THE SERVICES OR THE INSTALLATION OF THE DEVICE MAY NOT APPLY TO YOU IF YOU HAVE ALREADY A DEVICE INSTALLED OR AN ACTIVE SERVICE.**

### 1. DEFINITIONS

The following words have the following meanings:

**Activation:** commissioning of the system, subject to acceptance of the General Conditions and Data Processing Notice and proper installation of the Device.

**Activation Certificate:** certificate, sent by Vodafone Automotive upon Customer's request, certifying that the Services have been activated.

**Automatic Driver Recognition (ADR) Card:** (where provided) is the card that allow automatic recognition of the Customer from the Device.

**Authorised Installer:** Person able to perform the installation and provide assistance on the Device as trained by the Vodafone Automotive and/or an authorised reseller based on Installation Manual.

**Business Day:** Monday to Friday, public holidays and bank holidays excluded.

**Charges:** the amount paid by the Customer for the provision of the Services.

**Commencement Date:** the date on which this Agreement starts, as determined in accordance with clause 4.2.

**Contact Details:** telephone numbers, fax numbers and e-mail addresses of the Customer or Driver.

**Contract:** this service contract entered into by the Customer with Vodafone Automotive and relating to the Vehicle(s), which includes these Terms and Conditions and the Privacy Policy.

**Customer Number:** personal identification number of the Customer.

**Dealer:** the person or the company that sells the Device and related Services to the Customer.

**Device:** the telematics device installed on the Vehicle, operating by means of GPS, GSM, GPRS technology, and associated software and hardware (including ADR Card, where applicable).

**Driver:** subject other than the Customer, who is using the Vehicle.

**European Territories:** the European countries specified in the User Guide.

**False Alarms:** when a theft alert is received by the Secure Operating Centre but the vehicle has not been stolen.

**GPS:** a satellite-based radionavigation system owned by the United States government and operated by the United States Space Force that provides geolocation and time information to a GPS receiver anywhere on or near the Earth.

**GSM:** is a standard system developed by the European Telecommunications Standards Institute (ETSI) to describe the protocols for second-generation (2G) digital cellular networks used by mobile devices.

**GSM SIM Card or GSM-GPRS:** telephone service subscription card, inserted inside the Device, registered to Vodafone Automotive and used by it to transfer data from the Device to the Service Center.

**Location Data:** any data that, through connection to communication networks, enables the location of the Vehicle to be identified.

**Minimum Term:** the minimum term as specified in clause 4.1.

**Mobile Application:** a software interface designed to run on the latest version of Apple's iOS and Google's Android OS, which enables the Customers to remotely control and check various features of their Vehicles (depending on the service subscribed). The availability of the Mobile Application for the Customers depends on the Service that have been subscribed.

**NSP or National Service Provider:** Vodafone's local partner for the provision of the Services in one or more countries of the Territory.

**Order:** Your order for the Device and the Services, which is completed in accordance with clause 2.

**Personal Data:** any information relating to the Customer and/or the Driver (such as but not limited to: first name, last name, telephone numbers, address, vehicle data) necessary for the provision of the Location Services.

**Secure Area:** the area of the Portal where the Customer can access providing its personal login and password.

**Secure Operating Centre (SOC):** 24-hour assistance center for the provision of assistance Services.

**Security Recognition Questions:** questions asked by the SOC staff to the Driver/Customer to verify their identity, as provided in the Portal during the registration or subsequently modified by the Customer, following the procedures described in the User Guide.

**Service Call:** an agreed time when our Approved Technician can have access to Your vehicle.

**Services:** the Services provided to the Customer, which includes both Vehicle location Services and assistance services, performed by the SOC to locate the Vehicle in the event of receiving alerts from the Vehicle or following a request by the Customer who, under his responsibility, declares the Theft of his Vehicle, by calling the Single Number, (depending on the Service that has been subscribed) as detailed in the Secure Area.

**Stolen Vehicle Recovery Service:** the specific Service described as such in the User Guide.

**Term:** the number of months selected by You for the Services on the Order.

**Territory:** the countries where our Services are available. A fully up to date list of such countries can be consulted at <https://automotive.vodafone.com/>.

**Testing:** Activity carried out by the Authorised Installer in collaboration with the technicians, consisting in sending data to the Device with tests and technical checks for the correct functioning of the System itself.

**Theft:** is the crime as defined under section 1 of the Theft Act 1968 committed by anyone who takes possession of someone else's movable property by removing it from its owner in order to gain profit for himself or others.

**Unique Number:** the telephone number indicated on the User Guide from which the Customer can access the assistance Services via telephone.

**Us, We or Our:** refers to Vodafone Automotive UK, whose correspondence address is, Shuttleworth House, 21 Bridgewater Close, Hapton, Burnley, Lancashire, BB11 5TE, and registered address Vodafone Automotive, Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN.

**User Guide:** the documents that the Customer will receive in relation to the Device and the assistance Services, including the FAQs document and any marketing brochure produced by Vodafone Automotive.



**Vehicle:** means of transport, owned or in use by the End Customer, whose reference data are indicated in the Contract, on which the Device is installed and for which the Services are provided.

**Vodafone Automotive Customer Portal or VACP or Portal:** the portal where the Customer can complete the purchase of the Services or manage existing Services.

**Vodafone Automotive Customer Services:** the telephone number detailed in the Information Pack for each country, through which You may contact Us.

**Vodafone Business Partner Hub or VBPH:** the portal set up by Vodafone Automotive where the Dealer will insert the Order related to the Services bought by the Customer.

**Warranty Period:** the Warranty Period is 24 months from the date the Device was first installed.

**You or Customer:** the natural or legal person, owner or lessee of the Vehicle, who subscribes the Order. “Your” shall be understood accordingly.

## 2. CONTENT OF THE AGREEMENT

- 2.1. According to the Contract, we will provide You the Services as better detailed in the secure area of the Portal, and it will become effective only upon the acceptance of these Terms & Conditions and Privacy Policy, as well as the proper installation and activation of the Device.
- 2.2. By accepting the Contract You agree that we will perform Location Services through the Device on Your vehicle according to the Terms & Conditions set forth below.
- 2.3. You also declare to have read the User Guide and that You are aware of the methods and limitations of operation of the Device.

## 3. ORDER AND YOUR RIGHT TO CANCEL

- 3.1. There are two ways in which we may receive an Order relating to Your subscription to the Services:
  - 3.1.1. the Dealer from which You purchase the Device insert the Order for You on the VBPH, and You complete it on the Portal; or
  - 3.1.2. You access the Portal to insert the Order
 In both cases, the Order will be completed when we will receive confirmation that You have received, read and approved those Terms and Conditions and the Privacy Terms available on the Portal.
- 3.2. Where the Dealer supplies information about You to Us as part of the Order, we have to rely on that information being correct, and we recommend You to carefully check such information when confirming the Order on the Portal. Should the information provided by the Dealer be incorrect or incomplete, we will not be liable to You for any losses or damage that flows from that.
- 3.3. As part of the registration process, You must arrange payment for the Services and agree security recognition question with Us. We will not be able to provide any Services to You until You have agreed security recognition question with Us. In any case, the Services will be provided only after the Device has been installed and activated.
- 3.4. If You decide that You do not want the Services, You may cancel this Agreement at any time within 10 business days of the Commencement Date (the “Cooling Off Period”). To cancel this Agreement, You must send Us written notice of Your wish to cancel this Agreement, which may be delivered personally or sent by post to Vodafone Automotive UK Limited, Shuttleworth House, 21 Bridgewater Close, Network 65 Business Park, Hapton, Burnley, Lancashire, BB11 5TE, United Kingdom, or You may email Us using the following email address: [automotivecustomercare@vodafone.com](mailto:automotivecustomercare@vodafone.com). Alternatively, You have the possibility to call 0333 1 222 222
- 3.5. If You continue to use or access the Services after the end of the Cooling Off Period referred to in clause 3.4, all the terms of this Agreement will apply. These terms also apply to Your use of the Service before the end of the Cooling Off Period.

## 4. TERMS

- 4.1. The “Minimum Term” is 12 (twelve) months from the Commencement Date, unless otherwise agreed. We will provide the Services for the Term agreed when inserting the Order, and You and we may agree further renewal periods in which we will provide the Services and in respect of which You will pay the relevant Charges.
- 4.2. For each Device You subscribe for, the Commencement Date will be the date of activation of the Service, accordingly with the provision of the following clause 5.
- 4.3. Unless You cancel this Agreement during the Cooling Off Period, the Charges for Services will begin on the Commencement Date.
- 4.4. After the expiry of Your initial Term You may renew the Services on an annual basis (each annual renewal period being referred to as a “Renewal Period”) subject to payment of the then current Services renewal fee. Different term for Renewal Period may be agreed from time to time. Payment for each Renewal Period is due on the first day of that Renewal Period.
- 4.5. If You don't pay the Charges for the Renewal Period within 16 days after the end of the Term, we will switch off the Services in any case.
- 4.6. You may terminate this Agreement to expire at any time by giving Us written notice, provided that we have received all Charges and other sums due under this Agreement. You are not entitled to recover any proportion of the Charges or other sums You have paid in advance.

## 5. PAYMENT

- 5.1. You can pay the service fees through three different methods, which will determine different moments of activation of the Service:
  - 5.1.1. **Credit Card:** after entering the data of Your credit card, the amount will be immediately withdrawn, and we will proceed with activation of the Service and installation of the device. Should we not proceed with the activation for any reason, the amount will be released and made available to You again within 60 (sixty) days from the date we received the payment.
- 5.2. The activation cannot be completed in the following cases:
  - 5.2.1. lack of pre-authorization for payments by Credit Card
  - 5.2.2. lack of validation of the mandate for payments via SEPA Direct Debt.
- 5.3. Should the Services be prepaid for the whole Minimum Term, the provisions of clauses 5.1 and 5.2 shall apply for subsequent periods.
- 5.4. Vodafone Automotive will only issue the invoice upon actual receipt of payment or activation of the Service.
- 5.5. You will be responsible for paying all Charges whether or not they have been incurred by You personally.
- 5.6. It is Your responsibility to cancel all payment mandates associated with this Agreement. We reserve the right to charge an administration fee in refunding any over payments.
- 5.7. When the Services are being paid by a third party, we will proceed collecting the payment directly from such third party. In case we will not be able to collect the payment for any reason within 30 days from the installation of the Device, we reserve the right to terminate this contract. You will be directly contacted and informed of the issue. In case You still intend to receive the Services paying directly for them, You will be required to proceed to a new subscription.

## 6. SERVICES FUNCTIONING

- 6.1. The Services may be subscribed to by both natural person and legal entity.



- 6.2. The service starts from the moment of its activation according to clause 3 and is operational 24 (twenty-four) hours a day for every day of the year.
- 6.3. The operations for location of the Vehicle after a Theft will start upon our receipt of an alert from You, by calling the Unique Number, or directly from the Vehicle - depending by the type of Service chosen - reporting the occurrence of Theft of the Vehicle.
- 6.4. After receiving the alert, we will start the identification process by asking You/the Driver the Security Recognition Question. Once the identification process has been completed, we will start the procedure for locating the Vehicle. Exclusively in the event of successful localization of the Vehicle and only upon receipt of the report from the Customer, if necessary and in any case at the sole discretion of Vodafone Automotive operators, the latter may contact the Police in order to agree on their intervention. Once the Vehicle has been found, we will promptly inform You about the recovery.

## **7. WARRANTY**

- 7.1. Where the Device is in use for the purpose for which we supplied it to You (namely the receipt and/ or use of the Services in accordance with this Agreement) and the Device or the installation of the Device is proved to be defective within the Warranty Period, other than due to Your act or omission, then we will arrange a Service Call to repair or replace Your Device or make good the installation, free of charge.
- 7.2. You must not tamper with the Device in any way or transfer the Device between vehicles using an unauthorised technician or the warranty in clause 7.1 will be invalidated. We will disconnect Your Device if we reasonably believe You or any other unauthorized third party has tampered with it and charge You for any remedial work required on the Device before reconnection.
- 7.3. You may request a Service Call to repair Your Device after the expiry of the Warranty Period or to transfer Your Device to a new vehicle at any time, although there will be a charge for this service for parts and labour. Please contact Vodafone Automotive Customer Services for a quotation.
- 7.4. If we inform You that there is a fault with Your Device, You must consent to a Service Call as soon as possible and within a reasonable period of time (and in any event, no more than 5 (five) business days after the date that we propose to You).
- 7.5. You must ensure that You advise any person who services Your vehicle that there is a security tracking product fitted to prevent inadvertent disconnection of any component parts of the Device.
- 7.6. If You entered into this Agreement or use the Services in connection with Your work or Your business then the warranty set out in clause 7.1 is the only warranty that we give You in relation to the Device and all other warranties that may be implied in this Agreement or by law are excluded to the maximum extent permissible by law.
- 7.7. The only Services that we offer to You are those described in our User Guide and in the Secure Area.
- 7.8. The Services may occasionally require upgrading, modification or other works making them temporarily unavailable. We will try to keep such interruption to a minimum.
- 7.9. Where we reasonably determine that it would be necessary or advantageous for the purposes of law enforcement, or to prevent the commission of an offence of any description, we reserve the right to refuse to provide You with data that we hold about the location or movements of Your vehicle.

## **8. PROVISIONS RELATING TO THE SERVICES - REQUIREMENTS**

- 8.1. We aim to make all Services available to You at all times, however the availability of the network does not depend on Us and the Services may be affected by network availability.
- 8.2. Where GSM coverage exists, the local Secure Operating Centre will endeavour to detect vehicle alerts and where necessary:
  - 8.2.1. in the European Territories provide vehicle locations to the local police, having first made contact with You; or
  - 8.2.2. outside the European Territories, provide vehicle locations to You.
 We do not provide any local police liaison services outside of the European Territories.
- 8.3. The Device may only be fitted to the following types of vehicles:
  - 8.3.1. 12V to 24V negative earthed vehicles, being cars, vans, tractors (interior fitting in cab only), lorries, and motor homes; and
  - 8.3.2. other vehicles as agreed in advance with Us.
- 8.4. We will agree a time and a place with You for the installation of the Device, where applicable. If You cancel any agreed appointment to install the Device less than 2 (two) working days before the appointment date, then we will charge You a cancellation fee.
- 8.5. The basic conditions for the proper functioning of the Devices are:
  - 8.5.1. proper installation of the Device by an Authorized Installer, who shall ascertain that the Services have been properly Activated. The Customer, or the User, must verify the perfect condition of the Vehicle before proceeding to pick up the Vehicle;
  - 8.5.2. proper functioning and operation of the GPS Constellation, which allows the location of the Vehicle on the Territory;
  - 8.5.3. proper functioning and operation of the GSM and GSM-GPRS telephone network as well as landline telephone lines;
  - 8.5.4. updating of the cartographic database of the entire national and European territory. The localization Service operates with cartography available on the market; however, it is possible that not all the national and European territory is adequately mapped so that correct positioning of the Vehicle cannot be guaranteed due to causes beyond our control;
  - 8.5.5. ability of the Device to receive GPS and/or GSM-GPRS signal, even if the Device is located in isolated locations and/or without GPS, GSM and GSM-GPRS coverage. Under such circumstances, it may be the case that there is no coverage of all the signals and therefore the incorrect visibility of the Vehicle for its location and data collection may occur;
  - 8.5.6. proper performance of the activities required for the maintenance of the Device. In particular, Vodafone Automotive will notify the Customer, in the manner deemed most appropriate, of any activities required for the maintenance of the Device, it being understood that if the Customer fails to carry out what is required, Vodafone Automotive will no longer be able to guarantee the proper provision of the Services, without any liability, of any kind, being charged to the same by the Customer for the malfunctioning of the Device. In such cases, among the activities necessary for the purposes of proper maintenance, Vodafone Automotive may also provide for the replacement of the Device by providing under warranty a new Device with the same characteristics and functionality;
  - 8.5.7. fulfilment by the Customer and the User of the provisions set forth in clause 9.
- 8.6. In case you have been provided with the ADR Card, You acknowledge that, depending on the Service you have bought, if You try to start the vehicle without the ADR Card or with an ADR Card that is no longer powered (batteries removed or exhausted), the Vehicle will not start and will remain immobilized. Once the Vehicle has been immobilized, it can be only unblocked remotely via Mobile Application, or by contacting the SOC, that will support You through the process once You have passed the security check: please note that for the intervention to be successful the Vehicle shall be in an area of good network coverage.
- 8.7. In case You have been provided with the ADR Card and Your Service includes the No Tag No Start functionality, You acknowledge and accept that the Vehicle will start if You leave the ADR Card in the vicinity of the Vehicle or inside the Vehicle.
- 8.8. Should Your Service include the Mobile Application, when the engine lock functionality is enabled, you acknowledge that the ability to lock or unlock the engine is dependent on the presence of network connectivity of both the Mobile Application and of the



telematics device in the vehicle itself. You acknowledge that in rare occurrences our technology infrastructure may not be operational and therefore even if the Mobile Application and telematics device has network connectivity, the command to lock or unlock the engine may not be successful.

- 8.9. In case Your Service includes the engine lock functionality in the Mobile Application and You have been provided with the ADR Card, You acknowledge and accept that the ADR Card does not prevail on the engine lock command sent via Mobile Application. This means that, even if the ADR Card is in the vicinity of the Vehicle or inside the Vehicle, the Vehicle will not start if the engine lock command has been issued via Mobile Application.
- 8.10. In case Your Service includes the engine lock functionality, and You have been provided with the ADR Card, You acknowledge and accept that if the engine lock command is sent by the SOC, the Vehicle will not start, even if the ADR Card is in the vicinity of the Vehicle or inside the Vehicle.
- 8.11. You hereby authorise Us to pass on to the police any information that they require or request from Us in order to assist with their investigations and any subsequent prosecution.

## 9. CUSTOMER OBLIGATIONS

- 9.1. You shall check that all data provided during registration and saved on the Portal are accurate and always updated, and to promptly notify Us of any change in Your own data and telephone addresses and/or those of the person that You indicated to be contacted by Vodafone Automotive for the proper provision of the Services.
- 9.2. You must keep Your security passwords and Security Recognition Questions completely confidential as they permit access to the Services for which You may incur Charges. You are responsible for all Charges resulting from use of Your security passwords unless You can demonstrate that they have been stolen from You.
- 9.3. You must comply with the following important conditions when using the Services, or else we cannot necessarily, or we may refuse to, provide the Services to You until You do comply with these conditions:
  - 9.3.1. only use the Device and/or Services as instructed by Us in our User Guide or in other reasonable instructions that we give You from time to time, and for the purposes hereby provided. You must not tamper with the Device under any circumstances;
  - 9.3.2. provide all proofs of identity and other information that we require and co-operate with Us in our reasonable security and other checks;
  - 9.3.3. do not assign, even temporarily, the use of the Device to third parties
  - 9.3.4. do not use the Services for any fraudulent or unlawful purposes, or otherwise than for the purposes contemplated in the User Guide; and
  - 9.3.5. comply with all applicable traffic laws and regulations and good driving practice when accessing the Services from Your vehicle and comply with all legislation or regulations relating to the use of Your mobile phone.
- 9.4. You authorize Vodafone Automotive to carry out, at any time, checks on the functioning of the Device, and You agree to make the Vehicle available to Vodafone Automotive or our Authorized Installer to conduct such tests.
- 9.5. You must ensure that the Device is installed, modified and/or removed only by an Authorized Installer. Whilst we will endeavour to assist You with any complaint You have with an Authorized Installer, we exclude any liability for the acts or omissions of such Authorized Installer (unless it is a Vodafone Automotive employee). We will not be liable for the consequences arising from non-compliance with what is specified herein and we reserve the right to immediately terminate the Contract, due to the Customer's fact and fault, by sending You written notice.
- 9.6. You must provide Us with Your current telephone contact details at all times. If You are planning to be uncontactable, You must provide Us with contact details for an alternative person to You who is responsible for the vehicle in Your absence in order to receive the Stolen Vehicle Recovery Service. If You do not provide Us with the contact details for a secondary contact, we cannot provide the Services to You.
- 9.7. If Your vehicle is involved in an accident, Your vehicle battery has been disconnected for any reason (for example bodywork repair or paint re-spray) or if Your vehicle has been parked unused for more than 3 (three) months, then You must contact Vodafone Automotive Customer Services in order that we may test that the Device still functions correctly.
- 9.8. For maximum security, Vodafone Automotive recommends that Your ADR Card is kept separately from Your vehicle keys and, in any case, You must not leave Your ADR Card in Your Vehicle.
- 9.9. **False Alarms:** In order to cancel any request for interventions that is not needed, You shall promptly notify Vodafone Automotive if any False Alarm occurs, as well as if the vehicle requires maintenance or repair; or if the vehicle is disconnected for an extended period of time. Failure to notify may determine a payment of a penalty, and if an excessive number of False Alarms occurs, we reserve the right to terminate the Agreement and to charge You for any expenses, costs, charges, incurred for False Alarms. For these purposes, "excessive" means, in any 12 (twelve) months period, 5 (five) or more False Alarms that are not caused by Us or by any circumstances beyond Your reasonable control. You should call the Secure Operating Centre before leaving Your vehicle for service or repairs in order to reduce the possibility of excessive False Alarms being sent from the vehicle.

## 10. LIMITATIONS AND EXCLUSION OF LIABILITY

- 10.1. We exclude all liability to You for any loss of income, business, profits, expenditure or any other indirect or consequential loss arising under or as a result of this Agreement and for any matter outside of our reasonable control. The cost of the Services to You takes into account this exclusion of liability, without which the cost to You would be significantly higher.
- 10.2. Nothing in this Agreement limits our liability to You for death or personal injury caused by our negligence or for our fraudulent misrepresentation in relation to the Device and/or Services.
- 10.3. Subject to the terms of this Agreement, we limit our liability to You in respect of any claim or series of connected claims to a maximum of 12 (twelve) months' Charges.
- 10.4. We also exclude all liability to You for any interruptions and limitations of the Services for the following causes:
  - 10.4.1. any change made to the GSM or GSM-GPRS SIM Card by You or the Driver
  - 10.4.2. any change and/or damage caused to the Device by You or the Driver and/or third parties, even if in fortuitous and unforeseeable circumstances;
  - 10.4.3. malfunctioning of the Device deriving from its improper usage according to the provision of clause 8 above.
  - 10.4.4. failure to comply with clause 8 and 9 that affects our ability to provide You with the Services
- 10.5. In the event that the vehicle in respect of which the Services are provided is stolen and / or not recovered following being stolen, for whatever reason, we are not liable for any costs associated with its repair or replacement.
- 10.6. In the event of Theft, or any other case of loss of possession of the Vehicle, or in any event of interruption of the Service due to Force Majeure Event, we will not refund You the Charges paid in advance for the Service.



- 10.7.** We do not warrant that the Services will lead to the location of Your stolen vehicle. We may not be able to locate Your vehicle if the Device has been damaged or tampered with in any way, or is in a tunnel, container or underground enclosure, or if the Device has been disabled or for other reasons beyond our reasonable control.
- 10.8.** Whilst we will assist the police in any investigation, we exclude any liability for any loss caused to You by any third parties, including the police, in such investigation.
- 10.9.** Your liability under this Agreement is limited to payment of all outstanding Charges and/or interest due under this Agreement. If You use the Device for any purpose other than for receiving the Services You shall be liable to Vodafone Automotive UK Limited for any claim, loss or damage of whatever nature (including court costs and legal fees) arising out of such misuse and Your rights under these terms shall automatically terminate without prior notice and without liability on the part of Vodafone Automotive UK Limited.
- 10.10.** You will be liable directly to the police for any charges You incur, such as recovery and storage charges, as a result of any attempt by the police to recover Your stolen vehicle.
- 11. FORCE MAJEURE EVENT**
- 11.1.** Neither party shall be liable to the other party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any obligations under this Agreement for the period of the Force Majeure Event, provided that the affected Party has notified the other Party of the circumstances giving rise to the Force Majeure Event, and if the delay or failure was due to any cause beyond that party's reasonable control.
- 11.2.** Force Majeure Event shall mean without prejudice to the generality of the foregoing, the following is an illustrative list of causes beyond each party's reasonable control: (a) acts of God, flood, drought, earthquake, natural disaster or extreme natural event; (b) terrorist attack, war, threat of or preparation for war, armed conflict, civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (c) currency and trade restriction, embargo, sanction or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) act of authority whether lawful or unlawful, compliance with any law or governmental order expropriation, seizure of works, requisition, nationalisation; (f) plague, epidemic; (g) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy or other public utility services; (h) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises; and (i) non-performance by suppliers or sub-contractors;
- 11.3.** A Force Majeure Event may include atmospheric conditions that may affect the quality or availability of the GPS and/or GSM services or the failure of GSM and/or GPS service providers (on whom we rely) in the provision of the Services. A lack of funds shall not be regarded as a circumstance beyond that party's reasonable control.
- 12. TERMINATION**
- 12.1.** We may terminate this Agreement immediately if:
- 12.1.1. You fail to settle Your account or pay the Charges within 21 (twenty-one) days of the due date;
- 12.1.2. we reasonably believe You have supplied Us with false or misleading information;
- 12.1.3. You break an important term of this Agreement and for the purposes of this clause 12.1.3 we consider the following conditions to be important: 3.1, 5.5, 7.2, 8.4, 9.5, 9.6, 9.7, 13.2, and 15.1 of these Terms and Conditions;
- 12.1.4. if You behave in a threatening or abusive manner to our staff or those of our agents.
- 12.2.** Termination of this Agreement is subject to payment of all sums that the party terminating owes to the other party.
- 13. ASSIGNMENT**
- 13.1.** If You sell Your vehicle with the Device already installed, the Services are not transferable. The new owner must register with Us to enable Us to provide the Services directly to the new owner. Once we know that You are no longer the owner of a vehicle in which the Device is installed, we will not provide the Services to You. In such case, You will not be entitled to any reimbursement for the time You will not benefit of the Services.
- 13.2.** If You transfer a Device to another vehicle, then, provided that the Device is undertaken in accordance with clause 8.4, the Agreement is automatically terminated and You shall sign a new contract for the new vehicle, unless otherwise agreed.
- 13.3.** If You move to another country in the Territory, You can keep the Device within the Vehicle but You shall terminate the existing contract and sign a new contract with the new NSP, unless the NSP is allowed to serve more than one country.
- 13.4.** For subscriptions that are classified as demo - retail, the term starts on the commencement date of the demo contract. Any remaining term is then transferable to You upon receipt of an updated Customer Registration Form.
- 13.5.** The Contract cannot be assigned to another person even in case of transfer of the Vehicle.
- 14. CHANGES**
- 14.1.** We reserve the right to unilaterally modify these Terms and Conditions at any time, effective after 30 (thirty) days from the communication, for the following reasons:
- 14.1.1. for supervening technical, managerial and economic needs of a general nature, such as, by way of example, technical modernization of the network and production or marketing facilities and optimization of network and technological resources;
- 14.1.2. due to changes in regulatory discipline affecting the economic balance and/or technical and managerial aspects of the Service and/or unforeseeable changes in structural market conditions;
- 14.2.** In the case above You have the right to terminate the Contract without penalty by sending letter to Vodafone Automotive UK Limited, Shuttleworth House, 21 Bridgewater Close, Network 65 Business Park, Hapton, Burnley, Lancashire, BB11 5TE, United Kingdom, or You may email Us using the following email address: [automotivecustomercare@vodafone.com](mailto:automotivecustomercare@vodafone.com). Alternatively, You have the possibility to call 0333 1 222 222
- 14.3.** If You don't send any withdrawal request within 30 (thirty) days, after such term the Contract will continue under the new conditions. The communication shall in any case be deemed to have been received 10 (ten) days after its transmission. Notices are in any case enforceable against the addressee if sent by mail or email to the addresses You communicated to Us. The withdrawal will be effective from the date of receipt by Us of the withdrawal notice.
- 14.4.** Any amendments to the Contract, consequent to laws and regulations, measures of public authorities, or made necessary for reasons of public order, morality, safeguarding of the network, repression of fraudulent or illegal activities, are in any case effective from the date of communication to You.
- 15. MISCELLANEOUS TERMS**
- 15.1.** This Agreement is personal to You. Unless otherwise provided in this Agreement, You may not assign or transfer this Agreement to any other person without our express consent. We reserve the right to assign, novate or transfer this Agreement to any third party. We reserve the right to subcontract the performance of any or all of our obligations under this Agreement to any third party.



- 15.2.** We do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (rights of Third Parties) Act 1999 by a person not a party to it.
- 15.3.** We and You will each send notices to the other at the address given by You or Us on the Order. You may send Us notices by email to: [automotivecustomercare@vodafone.com](mailto:automotivecustomercare@vodafone.com). Notices are deemed served 48 (forty-eight) hours after they are sent to an address in the country of posting and 96 (ninety-six) hours if posted to another country.
- 15.4.** Any waiver or concession we may allow You (or You allow Us) is limited to the specific circumstances in which it is given and does not affect our (or Your) other rights.
- 15.5.** Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.
- 15.6.** This Agreement constitutes the entire Agreement between Us and You relating to the Services and supersedes all prior agreements and negotiations.
- 15.7.** This Agreement is to be interpreted in accordance with the laws of England and Wales and any disputes relating to this Agreement will be dealt with by the Courts of England.