



### 1. Definitions

1.1 The following definitions apply to the Mobile Service:

- (a) Add-on – a price plan that is added to a Connection with an existing price plan associated with it (e.g. an Email price plan added to a Voice price plan).
- (b) Data – A data price plan typically added to a Connection for use on mobile broadband device or tablet.
- (c) Email – A data price plan typically added to a Connection with a voice price plan, and sometimes called an 'Add-On'.
- (d) Fair Usage – The usage control applied by Vodafone to certain Data price plans as further described in Clause 3.1(b) of these Service Terms.
- (e) International Band(s) – A group of countries classed by Vodafone as being grouped together for calls to another country from the UK (detailed at [www.vodafone.co.uk/business-zones-and-bands](http://www.vodafone.co.uk/business-zones-and-bands)).
- (f) Migrated Connection – A mobile number already connected to the Vodafone network (not including via mobile virtual network operators) but managed by a different supplier and that is transferred to Vodafone under these Commercial Terms.
- (g) Off Peak – All periods that are not Peak Hours.
- (h) On-VPN – A call type between telephone numbers that the Parties have agreed to form part of a virtual private network.
- (i) Peak – The period between 0800 and 1900 on Monday, Tuesday, Wednesday, Thursday and Friday in the UK.
- (j) Roaming Zone(s) – A group of countries classed by Vodafone as being grouped together for calls made and/or received in a country other than the UK (detailed at [www.vodafone.co.uk/business-zones-and-bands](http://www.vodafone.co.uk/business-zones-and-bands)).
- (k) Voice – A price plan with circuit switch call functionality and SMS.

### 2. General

2.1 The following terms apply to the Mobile Services:

- (a) Vodafone shall begin implementation of the Mobile Services from the Commencement Date. Vodafone will work with the Customer to agree an implementation process; the timescales of which will be dependent on size, complexity and availability of the Customer. Vodafone will work with the Customer to expedite the implementation process wherever possible; however for the avoidance of doubt the price plan set out in the Commercial Terms shall not be applied to the Customer until the implementation process has been completed.
- (b) Data price plans are not designed for use in voice-enabled Equipment. Any voice usage on a Data price plan shall be charged at Standard List Price.
- (c) Where Customer has a Target Spend, if Customer disconnects or ports 15% or more of its base of Connections during the Minimum Term, Vodafone may terminate the Mobile Service and a Recovery Charge shall apply.

### 3. Data Price Plans

3.1 The following terms apply to the Data and Email price plans in the Commercial Terms:

- (a) All data limits include both downloaded and uploaded data.
- (b) If Customer takes a price plan with Fair Usage, and a Connection exceeds the Fair Usage limit in any month, Vodafone shall notify Customer to change that Connection's usage to come within the Fair Usage limit. If the Connection's usage still exceeds the Fair Usage limit after 30 days from notification, or more than 45% of the total Connections on the data price plan exceeds the Fair Usage at any time, Vodafone may charge Customer its Standard List Price for the excess usage.

3.2 Vodafone expressly excludes all obligations to provide support in relation to BlackBerry Express, unless Customer purchases such support from Vodafone as a managed service.

3.3 Some devices may not be compatible with certain Data and Email price plans or APNs, details of which can be provided on request.

### 4. Information on Data charging

4.1 Vodafone measures Customer's data usage in kilobyte (KB). Data is based in the following units: 1024KB = 1 Megabyte (MB) and 1024 MB = 1 Gigabyte (GB).

4.2 Customer's inclusive data allowance and additional data services will set out the amount of data Customer can use without an additional charge.

4.3 Vodafone calculates Customer's data usage based on the amount of data that travels over the Vodafone network, which may differ from the data Customer's device consumes. Customer's data usage may include data packages which are resent over the network, for example if Customer's connection drops off or if a webpage is refreshed. Certain data services (websites and other packets) may be usage free and will not be taken from Customer's data allowance, whilst others can consume Customer's data allowance.

4.4 It does not matter if Customer is using 2G, 3G, 4G, GPRS, Edge or HSPA Vodafone measures data in the same way over each of these networks.

### 5. Vodafone Wi-Fi Calling

5.1 Vodafone Wi-Fi Calling ("Wi-Fi Calling") is an integrated service that allows Customer to make and receive voice calls over a wireless internet connection such as home broadband, office broadband or public Wi-Fi.

5.2 **Emergency services:** Customer acknowledges that if a User makes a 999 call when using Wi-Fi Calling, the device will attempt to make that call using a normal mobile network. If there is no mobile network available, the call will be routed over Wi-Fi and the emergency services will not be able to identify the User's location automatically.

5.3 To use Wi-Fi Calling, Customer must have:

- (a) a compatible Price Plan Guide;
- (b) a compatible mobile device; and
- (c) good access to a wireless internet connection.

5.4 Any voice calls made with Wi-Fi Calling will use Customer's usual UK bundle allowances. If Customer exceeds its UK allowances, voice calls over Wi-Fi will be charged at standard UK call rates.

5.5 Voice calls over Wi-Fi use a wireless internet connection, so in addition to the standard call charges above, each User will also use data of the wireless network they are connected to. Vodafone shall not be liable for any data charges incurred for this usage.

5.6 Customer shall not use Wi-Fi Calling whilst roaming outside of the UK.

5.7 Although prohibited from using Wi-Fi calling whilst roaming, where Customer makes or receives Wi-Fi calls whilst abroad, additional charges shall apply.

5.8 Each User can deactivate the Wi-Fi Calling option under Settings on their mobile device.

5.9 If Customer wishes to remove Wi-Fi Calling across Customer's entire account or any number of devices on Customer's account, Customer shall notify Vodafone so Wi-Fi Calling can be de-activated.

5.10 Vodafone may suspend, end or change Wi-Fi Calling for any reason, including where repair or maintenance work is needed or where Vodafone determines that a User has not used Wi-Fi Calling for a period of at least 6 months. If Vodafone ends Wi-Fi Calling, Vodafone will provide Customer with at least 30 days' notice.

5.11 Vodafone will provide Wi-Fi Calling using reasonable skill and care but Vodafone's ability to provide Wi-Fi Calling is dependent upon the Wi-Fi network accessed by Customer, as well as the general availability of the public telecommunications network. Customer acknowledges that there are factors outside of Vodafone's control which will limit Vodafone's ability to provide Wi-Fi Calling.

5.12 Vodafone cannot guarantee specific levels of performance and the call quality will depend on the number of other devices connected to the wireless internet connection.

5.13 Customer acknowledges that calls made over Wi-Fi will be disconnected if the Wi-Fi signal is no longer available and the User will need to redial to continue with the call through Vodafone's mobile network (this includes calls made to emergency services).

5.14 Vodafone reserves the right to block communications over Wi-Fi networks, for example, in order to prevent fraud where required by court order.

5.15 Customer shall notify Vodafone immediately of any breach of security or unauthorised use of the Wi-Fi Calling service.



5.16 The use of Wi-Fi Calling is subject to these Service Terms, the Vodafone General Terms and Customer's applicable Price Plan Guide.

### **6. Subsidy**

6.1 Vodafone shall not provide additional Subsidy: (a) for Connections that are disconnected and then re-connected; or (b) where an existing Connection has been transferred to another User. Vodafone may reclaim from Customer any per Connection Subsidy paid for Connection(s) which disconnect within 3 months of receiving a Connection Subsidy.

6.2 The Subsidy shall not apply to Migrated Connections unless stated in the Subsidy table.

### **7. Software**

7.1 Customer is responsible for purchasing any Software needed to link Equipment and Customer Equipment to its computer systems.