

## Vodafone's 'Internet in the car' Service

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Call 0808 0044 853 or email [disability.access@vodafone.co.uk](mailto:disability.access@vodafone.co.uk) for a large print, braille, dyslexia-friendly or audio CD version of this document.

Welcome to the Vodafone Internet in the car Service (the '**Service**').

The Service enables drivers and passengers to make use of internet connectivity provided by a Vodafone SIM embedded into your vehicle. This can be accessed through the Wi-Fi hotspot in the vehicle or (depending on your vehicle model) the in-dash applications. You can use the Service in any vehicle which is equipped with suitable hardware.

The Service is available to you if you normally reside in the United Kingdom ('**UK**'), or you have a stable link that requires you to have a frequent and substantial presence in the United Kingdom. By accepting this Agreement, you confirm you are a UK resident, or have a stable link to the United Kingdom and, where it is reasonable for us to request it, you agree to provide us with a valid document to confirm your residence.

The internet connectivity is also available in a number of other countries. The number of countries supporting Internet in the car will grow over time and is subject to change. Please see [internetinthecar.vodafone.com](http://internetinthecar.vodafone.com) for the latest list.

In order to receive the Service, you need to register for Internet in the car on the registration portal and accept the terms and conditions under this Agreement.

The Service will commence when you purchase a data bundle from us, or if one of our authorised partners links a Data bundle to your account.

### Data bundles

There are different Data bundles, with different prices and durations, as detailed at [internetinthecar.vodafone.com](http://internetinthecar.vodafone.com). If you are on a Partner data plan then your data usage will be limited to the amount of data that has been added to your account by the relevant Partner. This may be the vehicle manufacturer, dealership or other third parties authorised by us. However, you will have the ability to purchase Supplementary Data bundles from us on top of the data provided by the relevant Partner. Further information on Partner Data Bundles can be found in the **Partner Data bundles** section of this Agreement.

It is also possible to activate the Auto Top-up function for Data bundles, which means that you will authorise an automatic renewal and purchase of your Data bundle when it expires. Further detail on the Auto Top-up feature can be found in the **Data bundles** section of this Agreement.

You are entitled to cancel new Data bundle orders within fourteen (14) days of payment without giving any reason. Please note this does not apply to Data bundles that are activated as part of the Auto Top-up function, although this function can be deactivated at any time before the Auto Top-up takes effect. For more details on your cancellation rights, please see the **Service and coverage** section (in particular conditions 2.5 to 2.7) of this Agreement.

The Data bundle activated on your account will allow you to use your internet connectivity in all supported countries with no roaming surcharge. Your usage is, however, subject to our roaming fair use policy (see the **Roaming Fair Use Policy** section of this Agreement below) as the Service has been priced for domestic use in the United Kingdom and periodic use when travelling within certain destinations outside of the United Kingdom. For the list of supported countries included, see [internetinthecar.vodafone.com](http://internetinthecar.vodafone.com).

### Service and coverage

Provision of Services: Vodafone shall use reasonable endeavours to supply you with the Services according to the standard of skill and care expected of a competent telecommunications provider. However, due to the nature of the underlying mobile technology, it is impossible to provide a fault-free service.

Any problems with the Service should be reported to the Internet in the car Support Desk which will endeavour to help resolve the issue – You can find the relevant contact details in the Customer Support section at [internetinthecar.vodafone.com](http://internetinthecar.vodafone.com). Alternatively, you may contact us via email using the following email address [internetinthecar.uk@vodafone.com](mailto:internetinthecar.uk@vodafone.com). Please note the Service is not supported by Vodafone's standard 191 number or Vodafone's retail stores.

The Agreement, the Service you buy from us, and any dispute with us relating to them are governed the laws of England and Wales. We each submit to the exclusive jurisdiction of the courts of England and Wales. Vodafone Limited, registered in England & Wales under number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN.

**Your agreement with us is made up of:**

- a) these terms and conditions including the Service welcome letter above; and
- b) Vodafone's Acceptable Use Policy, Returns Policy and Privacy Policy. You can find all these documents at [www.vodafone.co.uk/terms-and-conditions](http://www.vodafone.co.uk/terms-and-conditions)

(collectively, **the Agreement**).

This Agreement is for your use of internet connectivity in the car. This Agreement does not cover buying or maintaining any SIM chip that has also been provided to you.

**1. Definitions**

**We, our or us** – Vodafone Limited, registered in England under number 1471587 at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN

**You or your** – you, the customer.

**Agreement** – these terms and conditions, the Service welcome letter, Vodafone's Acceptable Use Policy, Returns Policy and Privacy Policy.

**Account** – the account we register for you to access the Service and to which any Data bundle you purchase or receive is credited.

**Acceptable Use Policy** – Consumer Mobile Acceptable Use Policy, Available at [vodafone.co.uk/terms-and-conditions/consumer/mobile/other/acceptable-use-policy/](http://vodafone.co.uk/terms-and-conditions/consumer/mobile/other/acceptable-use-policy/). Explains what you can or cannot do with our Services or equipment.

**Auto Top-up** – a function you can choose to enable when you place an order for a Data bundle pre-authorising the automatic purchase of the same type of Data bundle as soon as it expires, either because you have fully consumed your data allocation or because the time limit has expired (or, in the case of Supplementary Data bundles, because you have used all of the data on your Partner data plan)

**Content** – material available through the Service including textual, visual or other information, software, photos, video, graphics, music, sound and all information supplied by content providers (including us) from time to time.

**Data bundle** – a pre-paid data plan for using the Service.

**Data cycle** – the period of time during which the data allocation on your Partner Data bundle is made available to you before it resets. Your Data cycle will reset every month on the same date of the calendar month that your Partner Data bundle is activated, for example if your Partner Data bundle is activated on 20<sup>th</sup> May, your Data cycle will reset on 20<sup>th</sup> June and subsequently on the 20<sup>th</sup> of every calendar month for as long as the agreement with your Partner continues. However, please note that if your Partner Data bundle is activated on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> day of a month, your Data cycle may be adjusted to ensure consistency over the 12 calendar months. For example, if you register your account on the 31<sup>st</sup> of January, your Data cycle may reset on the 28<sup>th</sup> of each calendar month. Please also note that Partners reserve the right to adjust Data cycle start dates to ensure consistency, for example to ensure that they always reset on the 1<sup>st</sup> of each calendar month.

**Manufacturer** – the manufacturer of a compatible vehicle which is used by you to access the Service.

**Network** – the electronic communications systems we use to provide the Service in the United Kingdom and in our Partners' networks in the countries where the Service is available.

**Partner** – an authorised third-party commercial partner that purchases Data bundles for you on your behalf.

**Partner Data bundles** – a Data bundle that has been purchased for you by a Partner.

**Portal** – the Internet in the car portal, which you may use to access and manage your Account and purchase Data bundles.

**Rights** – copyright, trademark and other relevant proprietary and intellectual property rights relating to content.

**Service** – the internet service we provide to you under the terms of this Agreement.

**SIM chip** – the SIM chip used to access the Service and which is embedded in a compatible vehicle.

**Supplementary Data bundles** – A Data bundle that you purchase from us to supplement your Partner Data bundle if you have reached your data allocation and wish to continue to use the Service until your Partner Data bundle allocation renews.

**Support Desk** – the Internet in the car customer support desk available on 0808 0044 853 (toll free) or +44(0)20 8936 7323 from outside of the UK, or [internetinthecar.uk@vodafone.com](mailto:internetinthecar.uk@vodafone.com).

## 2. **Service and coverage**

2.1 Your Agreement with us for use of the Service begins when you choose to accept our terms and conditions during the registration process and you agree to comply with the terms of this Agreement from that point.

2.2 In order to receive the Service, you need to register for Internet in the car on the registration Portal and accept these terms and conditions.

2.3 There are two ways you can start receiving the Service. You can either:

2.3.1 purchase a Data bundle from Vodafone on the Portal and register it to your Account, in which case the Service will be available as soon as you have activated the Data bundle; or

2.3.2 if you receive Partner Data bundles (for example from your vehicle Manufacturer) you will be able to access the Service from the start date specified by the Partner.

2.4 Data bundle orders are non-refundable unless you cancel within the first 14 days after paying for it in accordance with condition 2.5 below.

2.5 When you place an order for a new Data bundle, you will have the right to change your mind and cancel your order at any time within 14 days after paying for it (the Cancellation Period). You can notify us of your decision to cancel by contacting us at the Support Desk contact details.

2.6 If you cancel your order during the Cancellation Period, we will provide a full refund as soon as reasonably possible, but no later than 14 calendar days after the day on which we receive your notice of cancellation. We will use the same payment method you used for the original transaction in order to provide the refund, unless otherwise expressly agreed. You will not be charged a fee for this refund.

2.7 Please note that the 14-day cancellation rights described above do not apply to any new Data bundles that are activated as part of an Auto Top-up if you choose to enable Auto Top-up when you place your initial order.

2.8 We aim to provide you with the Service at all times and with reasonable skill and care when you have a valid Data bundle registered to your Account. However, due to the nature of mobile technology, it is impossible to provide a fault-free service or guarantee coverage or connection speeds which may vary significantly due to factors including network coverage and signal strength. You can check your predicted coverage at [vodafone.co.uk/network/status-checker](http://vodafone.co.uk/network/status-checker). No minimum guarantees relevant to speed are provided for the Service.

2.9 The Network and/or the Service may from time to time require upgrading, modification, maintenance or other work. We reserve the right to undertake such work at any time and you accept this may result in partial or complete suspension of the Service.

2.10 We will use all reasonable efforts to give you access to networks in other countries. We call this 'roaming'. Networks abroad may be limited in quality and coverage. Any access to networks outside the United Kingdom will depend on the arrangements between us and the foreign operators.

2.11 For volume-based Data bundles, you can access your Account on the Portal to see how much data has been used, how much data is left and how many days are left under your Data bundle. Also, you will receive an email notification from Vodafone once you have used 80% and 100% of the data on your Data bundle.

2.12 Traffic management: During busy periods on our network, we may need to manage traffic to ensure everyone has access to our services. Please refer to the Acceptable Use Policy. We also reserve the right to block, prevent or restrict access on our Service to information, content applications or services for child protection purposes. For more information on our traffic management, please review our Traffic Management Key Facts Indicator, which is set out at: [www.vodafone.co.uk/trafficmanagement](http://www.vodafone.co.uk/trafficmanagement).

### **Which Data bundle terms are relevant to my subscription?**

If you purchase all of your data direct from Vodafone, the terms relevant to your Data bundles can be found at **section 3**.

If you receive Data bundles from one of our authorised partners (which may be your car Manufacturer), please see **section 4**. Section 4 also provides details on Supplementary Data bundles you can purchase from Vodafone to top-up your Partner Data bundles.

### **3. Data bundles**

3.1 The price, duration and data limits for your Data bundle will be as stated on your order confirmation. For most Data bundles, you will have the option of either (i) purchasing the Data bundle on standalone basis or (ii) activating an Auto Top-Up.

3.2 Each time you use the Service, the data allowance on the current Data bundle registered to your Account will be reduced according to the data used.

3.3 If you choose to activate an Auto Top-Up when placing your order, you will pre-authorise a purchase of the same Data bundle when it expires or, if earlier, when you have used all of the data in your Data bundle.

3.4 You will be charged for the Auto Top-up using the same payment details that you provide when placing your order.

3.5 You can choose to deactivate your Auto Top-up on the Portal at any time prior to the Auto Top-Up taking effect. You will receive a warning 7 days before your Data bundle is due to expire reminding you that the Auto Top-up will take effect when the Data bundle has expired. If applicable, you will receive a warning at the point that you have used 80% of the data in your Data bundle reminding you that the Auto Top-up will take effect when you have consumed 100% of your data. The warning will be sent to the email address linked to your Account.

3.6 Please note that once a Data bundle has been activated on your account as part of an Auto Top-up that you have pre-authorised, it cannot be cancelled and no refunds will be provided.

3.7 The price of each Auto Top-up will remain the same as the price stated in your initial order confirmation unless we contact you to notify you of a price change in accordance with condition 3.8 below.

3.8 If we plan to increase the price of a Data bundle at any time while you have an Auto Top-up activated, we will contact you by email at least 30 days beforehand and provide details of the planned price change. After the 30 days has expired, your Auto Top-up payments will be automatically suspended until you consent to the price change via email or the Portal. This means that if you do not agree to the price increase, you do not need to do anything and no further Auto Top-ups will be activated. If you agree to the price change, simply confirm via email or on the Portal and your Auto Top-ups will resume.

### **4. Partner Data bundles**

**This section only applies if you receive data bundles that are subsidised via a Vodafone partner, such as your car Manufacturer**

4.1 If you receive Partner Data bundles, you will be able to find information regarding your Data cycles, including the data allowance that is available to you and when it expires, on the Portal. If the data available on your Account is different to the amount stated by the Partner during the sales process, please contact the Partner in the first instance with any queries.

4.2 If your Partner Data bundles end after a fixed period of time, you will lose access to the Service when that period comes to an end.

4.3 Your Partner Data bundle resets at the end of each Data cycle. Please note that any unused Partner data at the end of your Data cycle will not roll over into the next Data cycle.

4.4 If you reach the data limit for your Partner Data bundle in any Data cycle, you will lose access to the Service until your next Data cycle begins. However, you may choose to top up your Partner Data bundle by purchasing a Supplementary Data bundle from Vodafone. This will enable you to continue using the Service until your next Data cycle begins.

4.5 If you still have unused data remaining on your Supplementary Data bundle when your next Data cycle begins, your unused data will roll-over into the next Data cycle, but for **one cycle** only. If this happens, you will automatically use the data on your Partner Data bundle first and any unused data on your Supplementary Data bundle can only be used if you use all of the data on your Partner Data bundle again in that Data cycle. As noted above, Supplementary Data bundles can only roll-over for one additional Data cycle, so if you do not

use all of your unused data during the following Data cycle, your Supplementary Data bundle will expire. No refunds will be provided in respect of unused data on Supplementary Data bundles. Notwithstanding your 14-day cancellation rights, you will not be refunded for any Supplementary Data bundles which renew as part of Auto Top-up.

4.6 Supplementary Data bundles can also be purchased on an Auto Top-Up basis. If you activate this option, then you pre-authorise the purchase of another Supplementary Data bundle whenever you have used all of the data on your Partner Data bundle. You can choose to deactivate this function on the Portal at any time, but please note that once a Supplementary Data bundle has been activated on your account as part of an Auto Top-up, it cannot be cancelled and no refunds will be provided.

4.7 You will be charged for your Supplementary Data Bundle Auto Top-up using the same payment details that you provide when placing your order. The price will be stated in your email confirmation.

4.8 The price of each Supplementary Data bundle Auto Top-up will remain the same as the price stated in your initial order confirmation unless we contact you to notify you of a price change in accordance with condition 4.9 below.

4.9 If we plan to increase the price of a Data bundle at any time while you have a Supplementary Data bundle Auto Top-up activated, we will contact you by email beforehand and provide details of the planned price change. Your Auto Top-up payments will be automatically suspended until you consent to the price change via email or the Portal. This means that if you do not agree to the price increase, you do not need to do anything and no further Auto Top-ups will be activated. If you agree to the price change, simply confirm via email or the Portal and your Supplementary Data bundle Auto Top-ups will resume.

4.10 Please note that Supplementary Data bundles can only be purchased or activated if Partner Data bundles are active on your account. If your Partner Data bundles come to an end or are deactivated by the Partner, you will be unable to purchase Supplementary Data bundles and any Auto Top-ups will be cancelled.

## **5. Using the Service**

5.1 You must comply with the terms of this Agreement, our instructions, our Acceptable Use Policy and any Partner instructions on using the Service. You are responsible for anyone who uses the Service through your Account. You must ensure that any information you provide in relation to your Account is valid, accurate and up-to-date and notify us immediately if any of this information changes.

5.2 You must not use your SIM chip, Account or the Service:

5.2.1 for any purpose that is abusive, offensive, indecent, obscene or menacing, illegal, fraudulent, a nuisance, or in breach of any person's privacy or other rights;

5.2.2 for anything that may impair the network;

5.2.3 for criminal activities (including misusing the Service so as to cause any person annoyance, inconvenience, or needless anxiety on the part of any relevant person);

5.2.4 other than in accordance with our Acceptable Use Policy;

5.2.5 to generate artificially inflated traffic or to persistently send automated unsolicited communications; or

5.2.6 in any way that adversely impacts other users of the Service.

5.3 You must not sell to anyone else all or any part of the Service.

5.4 The SIM chip and software in it does not belong to you and it is licensed to you by us and/or the Manufacturer to use with the Service only. If you experience any problems with your Account or the Service or need a replacement SIM chip, you should contact the Support Desk.

5.5 You may use the Service to access the internet, but we accept no responsibility for any Content or services you may access or action you may take in reliance on such Content or services. You are responsible for evaluating the accuracy, completeness, value and integrity of any Content you access using the Service. Where the Service is used by minors, appropriate Content control filters should be applied to your Account and/or included on any specific devices used by minors.

5.6 The internet experience available will be the internet experience generally available in your home country and not the country you are travelling in if you are abroad. Content control will apply to the Service and access to certain Content may be blocked, although your data allowance may be used and the balance on your current Data bundle reduced by attempts to access blocked Content.

5.7 You are responsible for ensuring that all devices connected to the internet via the Service have adequate and up to date anti-virus protection.

5.8 In order to provide you with the Service, we may collect and process personal data about you. For further information, please see our Privacy Policy which explains how we use your personal data, available at [www.vodafone.co.uk/privacy](http://www.vodafone.co.uk/privacy)

**6. Payment**

6.1 You can pay for the Service by purchasing and paying for Data bundles using your credit card, debit card or by any other method approved by us from time to time. Data bundles will be credited to your Account. There are different Data bundles, with different prices and durations, as detailed at [internetinthecar.vodafone.com](http://internetinthecar.vodafone.com), or log in to your Manufacturer application to check availability of Supplementary data.

**7. Losing the SIM chip**

7.1 If your SIM chip is stolen or lost, or your Account is accessed without your authority, you must contact us immediately so that we can prevent further use being made of your SIM chip or Account (as relevant) and you agree to cooperate with us in our reasonable security and other checks.

7.2 In the circumstances listed in condition 7.1, or if you sell your vehicle, you may continue to use your Account and Data bundles registered to it via a SIM chip installed in another vehicle equipped with compatible hardware and software. If you do not access your Account via a compatible vehicle, any Data bundles registered to it may expire and we will not be responsible for refunding you for any unused data allowance assigned to your Account. If you sell your vehicle, you must ensure that you are logged out of all apps that you have used, and that you have ended this agreement and/or your Account accordingly.

**8. Suspension, disconnection and ending the Agreement**

8.1 We can suspend, restrict or stop providing the Service (in whole or in part) and/or end this Agreement if:

8.1.1 we believe your SIM chip, Account or the Service is being used in a way we do not allow under this Agreement and/or Consumer Mobile Acceptable Use Policy;

8.1.2 you tamper with or try to remove the SIM chip from the vehicle in which it is installed;

8.1.3 we believe that the right to use any password used in relation to the Service or your SIM chip or your Account is or has been gained in an unauthorised, illegal, improper or fraudulent way;

8.1.4 you do not comply with the terms of this Agreement and/or Consumer Mobile Acceptable Use Policy;

8.1.5 you do anything (or allow anything to be done) which we think may damage or affect the operation or security of the Network or the Service;

8.1.6 we are permanently unable to provide the Service to you;

8.1.7 in an emergency or for operational reasons or for your security;

8.1.8 the emergency services and/or a relevant authority tell us to, or a law or regulation is passed which means we need to do so;

8.1.9 any of the information you provide on the registration form is incorrect or if information provided on the registration form later becomes incorrect and you do not inform us of this fact by following the instructions on the registration Portal; or

8.1.10 if required in order to comply with Applicable Law.

8.2 As set out in our Privacy Policy, we may share your personal information with fraud prevention agencies, who may use it to prevent fraud and money-laundering, and to verify your identity.

8.3 Except where you are not receiving the Service because you have chosen not to purchase additional Data bundles, we will try and tell you when we suspend, restrict or end your use, but we do not have to.

8.4 If you wish to end this Agreement you should contact the Support Desk. We will not be responsible for refunding you for (all or any part of) any unused Data bundles, except where you end this Agreement under condition 2.4.

8.5 If you are selling your vehicle, you will need to end the Agreement and log out of the Portal/your Account before ownership of the vehicle passes to the purchaser. The new vehicle owner will then need to set up their own account. You will also need to delete your data from any of the applications contained within the Portal. It will be your responsibility to delete this information, and Vodafone will not be liable for any information which has not been deleted.

## **9. Changes to these terms, charges or services**

9.1 We may change your Agreement, our services or charges at any time in order to do one or more of the following:

- i) Change the way in which we provide services to you (for example, changing the Supplemental data allowances);
- ii) Change the structure of our services, charges or equipment (where applicable);
- iii) Change the amount payable for roaming (for example if our international partners increase their costs) or charge for Partner data (for example if there is a change to manufacturer costs). Remove and/or replace some or all of the equipment where applicable;
- iv) Place limits on the way you use our services (for example, if we suspect that you have committed an illegal act while using our services);
- v) Stop providing all or part of the Service to you;
- vi) Additional services. We may increase the charges for any optional additional service (where applicable) that does not form part of the service. Charges for additional services may change from time to time and may be outside of Vodafone's control. We'll notify you of these changes unless the services are offered by a third party;
- vii) Out of standard Partner data services (including Supplemental data). We may increase charges for these services at any time.

9.2 We are also entitled to make the following changes to the Agreement, our services or charges (together, the "Permitted Changes"):

- i) We may make administrative or technical changes;
- ii) We may make changes that have no negative effect on your use of the Service;
- iii) We may make changes that are to your benefit;
- iv) We may provide new features of the Service to you;
- v) We may maintain or improve the services we provide;
- vi) We may clarify the Agreement so it is easier to understand;
- vii) We may make changes required by:
  - a. applicable laws;
  - b. regulations;
  - c. codes of practice;
  - d. a regulator; or
  - e. a court of competent jurisdiction;
- viii) We may reflect a change in the way we organise and/or operate our business; or
- ix) We may reorganise where certain terms of the Agreement are set out.

9.3 We don't know what will happen in the future, so we may need to change your Agreement, our services, or charges for a reason other than those specified above in 9.1 and 9.2.

9.4 If we make a change to the Agreement, the services or the charges which (i) has a negative impact on your use of the Service (in Vodafone's reasonable opinion) and (ii) is not a Permitted Change, as set out above, you will have a right to leave your Agreement. If that's the case, we'll usually give you at least 30 days' notice but sometimes it might be less than that if we are prevented from giving you notice for legal or regulatory reasons.

9.5 Your Auto Top-up payments will be automatically suspended until you consent to the changes referred to in clause 9.4 via email or the Portal. This means that if you do not agree to such changes, you do not need to do anything, and no further Auto Top-ups will be activated. If you agree to the change, simply confirm via email or the Portal and your Auto Top-ups will resume.

9.6 Any changes will not apply to any Data bundles (including Partner Data bundles) already purchased before the date we publish any change and will only apply to Data bundles activated after this period.

## **10. Legal responsibility and exclusions**

10.1 In providing you with the Service we must exercise the reasonable skill and care of a competent mobile network operator.

10.2 You have rights under the law. Nothing in this agreement excludes or limits our liability for anything we can't exclude or limit by law, or affects your rights under applicable laws or regulations.

10.3 We will not be legally responsible to you for any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into the Agreement with you, including:

10.3.1 loss of income, savings or profit;

10.3.2 loss of use of the Service; or

10.3.3 lost business or missed opportunities.

10.4 We will not be in breach of this Agreement or legally responsible to you if we cannot provide the Service because of something outside our reasonable control.

10.5 You agree that we have no responsibility for any data or Content accessed or transmitted using the Service, nor for any deletion, loss or corruption of any data or Content transmitted or accessed using the Service or for any transaction which is lost or corrupted whilst using or attempting to use the Service, unless this is caused by our negligence.

10.6 The terms of this Agreement will not affect any rights which you may have under any law and which we cannot exclude by agreeing it with you.

## 11. **Personal information**

11.1 We and our respective group of companies collect, use and share the following categories of personal data for the following purposes:

11.1.1 When you register for the Service, information such as your name, address, and contact details will be collected in order to set up your account for the Service.

11.1.2 Some form of payment information may also be taken from you such as credit card details, to confirm your identity and/or enable you to pay for the Service.

11.1.3 When you access your account for the Service, your username and password will be used to authenticate you and ensure that you get access to your account.

11.2 When you use the Service, our network will generate information about that usage which will be used to:

11.2.1 deliver the Service;

11.2.2 understand whether the Service is working or not and plan for improvements and upgrades where necessary;

11.2.3 monitor the quality and security of the Network and test and maintain our IT systems; and

11.2.4 provide to emergency services in the event of an emergency. This will include your approximate location.

11.3 We and our respective group of companies may use the information in condition 11.2 above to inform our marketing campaigns and, if you ask us to, to send you messages about products and services that we think you may be interested in.

11.4 We may also share your information with Manufacturers to help us and Manufacturers to do any of the activities listed above, but only to the extent necessary to provide the Service.

11.5 By entering this Agreement, you confirm that the information provided by you as part of the registration process is correct. If there are any changes to the information you provide during the registration process, please notify us by following the instructions on the Portal.

## 12. **Deleting your data**

**12.1 If you are selling your vehicle, you will need to end your Agreement and log out of the Portal/your Account before ownership of the vehicle passes to the new purchaser. The new vehicle owner will then need to set up their own account. You will also need to delete all of your data from any of the applications contained within the Portal. It is your responsibility to delete this information, and Vodafone will not be liable for any information which has not been deleted.**

## 13. **Roaming Fair Use Policy**

13.1 We may monitor your use of the Service to ensure you are compliant with our Roaming Fair Use Policy. A copy of our Roaming Fair Use Policy can be found within our Acceptable Use Policy at [vodafone.co.uk/terms](http://vodafone.co.uk/terms)

13.2 You will breach our Roaming Fair Use Policy if, during any one period of four consecutive months, more than 50% of your Service usage occurs in any country that is not your registered home country. Further details can be found in the Roaming Fair Use Policy.

13.3 We will contact you if you have breached this limit and if you fail to reduce your roaming usage we may re-register your Account to the correct home country. Please note these actions may include suspending your Account, providing a pro-rata refund for unused Data bundles and requesting you to re-register for the country in which the majority of your Service usage is made. We will always contact you at least two weeks' before taking any of these actions.

13.4 If you take up residence (or headquarters) in another country, please contact our customer service team for assistance setting up a new Account for that country. Please note we are not able to transfer Data bundles between accounts.



13.5 You can contact us via the Support Desk if you require further information or have a complaint about our Roaming Fair Use Policy.

**14. General**

14.1 We may transfer this Agreement to anyone else at any time, provided doing so does not adversely impact your rights under this Agreement. You may transfer this Agreement to another Vodafone customer provided that you give prior notice to us and we agree to the transfer in writing.

14.2 If you or we fail to enforce rights under this Agreement, it will not prevent you or us from taking further action.

14.3 This Agreement doesn't confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

14.4 If you need customer or technical support or assistance in relation to the Service, or want to make a complaint, please contact the customer Support Desk. If you are a consumer and we can't resolve your complaint within eight weeks, you can refer your issue to the independent Alternative Dispute Resolution service provided by Ombudsman Services: Communications ([www.ombudsman-services.org/communications.html](http://www.ombudsman-services.org/communications.html)). As long as your complaint is within their remit, they'll investigate it free of charge. You may ask that your complaint goes to Ombudsman Services: Communications before the eight weeks are up – to do so, you need to request a deadlock letter from our customer services team. However, if we're confident that we can resolve your issue within the eight-week period, we have the right to insist that our complaints process is followed. Further details of our Complaints Code are available on our website at [vodafone.co.uk/help-and-information/complaints/code-of-practice](http://vodafone.co.uk/help-and-information/complaints/code-of-practice). You or we may bring legal proceedings in a court in the United Kingdom to resolve a dispute under this Agreement.

14.5 The laws of England and Wales govern this Agreement, the service you buy from us, and any dispute with us relating to them. We each submit to the exclusive jurisdiction of the courts of England and Wales.

Vodafone Limited, registered in England & Wales under number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN.