



These Service Terms apply to the Secure Net Service and are incorporated by reference into the Commercial Terms between Vodafone and Customer and, together within the General Terms, form the Agreement for the Secure Net Service.

1. Definitions

- 1.1 In addition to the definitions contained in the General Terms, the following definitions apply to these Service Terms:
- a) **Activated User** – an individual end user of the Services and/or Equipment who has (a) a Vodafone SIM Card and (b) activated the Secure Net Service under this Agreement
 - b) **APN (Access Point Name)** - the name of a gateway between a GPRS, 3G or 4G mobile network and another computer network e.g. the public internet
 - c) **File** - a resource for storing information, which is available to a computer program and which may or may not be durable storage
 - d) **Harmful Site** – means a website that has been identified as distributing Malware
 - e) **IMAP (Internet Message Access Protocol)** - a protocol for e-mail retrieval
 - f) **Internet Browser** – a programme used to view HTML documents
 - g) **Malware** –malicious software that interferes with normal computing functions or sends personal data about the user to unauthorised parties over the internet
 - h) **Operating Systems** - a collection of software that manages computer hardware resources and provides common services for computer programmes
 - i) **Phishing** – the attempt to acquire sensitive information such as usernames, passwords, and credit card details (and sometimes, indirectly, money) by impersonating a trustworthy entity in an electronic communication
 - j) **POP (Post Office Protocol)** – an application-layer internet standard protocol used by local e-mail clients to retrieve e-mail from a remote server over a TCP/IP connection
 - k) **Smart Device** – a computing device with advanced computing capability and connectivity owned by Customer or Activated User as applicable
 - l) **SMS (Short Message Service)** – a method to deliver short messages to a mobile phone
 - m) **Virus(es)** – a type of Malware that when executed, replicates by inserting copies of itself (possibly modified) into other Files
 - (n) **Vodafone Customer Services** - the Vodafone customer service call centre at Vodafone
 - (o) **VPN (Virtual Private Network)** – a private network which enables a computer to send and receive data across shared or public networks (such as the internet) as if it were directly connected to the private network
 - (p) **Webmail** - software run by an internet service provider or an online service that provides access to send, receive and view emails using only a web browser

2. General

- 2.1 Vodafone Secure Net is only available to Vodafone business customers therefore by accepting these Service Terms; Customer confirms that it is contracting as a business and not as a consumer.
- 2.2 Vodafone aims to activate all users within one (1) Business Day of the Commencement Date or from Customer's request, whichever is sooner. Once activated, each Activated User will receive an SMS notifying them that the Secure Net Service has been activated.

3. Service Description

- 3.1 The Secure Net Service protects Activated Users against infection from Malware and Viruses and also blocks access to known Phishing sites and Harmful Sites when browsing the internet using non-encrypted communication (http) over the Network.
- 3.2 If an Activated User attempts to download a potentially harmful or unsafe File, Vodafone will block the download, remove the File and alert the Activated User via SMS. The File cannot be retrieved following removal.
- 3.3 If an Activated User attempts to send or receive a potentially harmful or unsafe File as an email attachment (Webmail and POP/IMAP), Vodafone will remove the File and alert the Activated User via SMS. The File cannot be retrieved following removal.
- 3.4 If an Activated User attempts to access a potentially unsafe website (a suspected Phishing site or a Harmful Site), Vodafone will direct the Activated User to a warning page where the Activated User can either (a) proceed to the Phishing site; or (b) navigate to a safe website if it has been identified as a Harmful Site.
- 3.5 Customer must manage the Secure Net Service and its account through Vodafone Customer Services. Customer is responsible for activity on its account.
- 3.6 The Secure Net Service is only available when an Activated User is connected to the Network. The Service will not work when connecting through another service such as WiFi and / or without a Vodafone SIM Card.

4. Service Features

- 4.1 The Secure Net Service may only be deployed for eligible Connections to the Network as agreed between Customer and Vodafone. Any additional Connections will require an additional setup or registration and corresponding Charges.
- 4.2 The Secure Net Service is available for all Smart Device types (mobile phone and tablet) and all Operating Systems.
- 4.3 The Activated User will be presented with a welcome message in their Internet Browser when first accessing the internet following activation of the Secure Net Service.
- 4.4 A Secure Net icon will be present on the Activated User's Smart Device (on the top left corner of the Internet Browser) when the Activated User is protected by the Secure Net Service.
- 4.5 The Secure Net Service is deployed in the Network therefore there is no need for an Activated User to enable the Secure Net Service on their Smart Device. Vodafone shall be responsible for activating the Secure Net Service.

5. Charges and Commercial Commitments

- 5.1 The Charges for the Secure Net Service shall be as set out in the Commercial Terms or Order Form. Any Charges not specified shall be at Standard List Price.
- 5.2 The Secure Net Service is subject to a monthly Access Fee per Connection.

6. Software

- 6.1 Vodafone grants Activated Users a non-transferable, non-exclusive, non-sublicensable licence to operate the Secure Net Service via connection to the Network.
- 6.2 The Software Licence provisions in the General Terms shall apply.

7. Customer Responsibilities and Obligations

- 7.1 Customer may not rent, lease, license, loan or assign its rights to the Secure Net Service to another person or entity. If Customer uses the Secure Net Service on a Smart Device and transfers ownership of that Smart Device, the Secure Net Service must be de-registered from such Smart Device prior to transfer.
- 7.2 Customer is responsible for the cost of Activated User's Smart Device.
- 7.3 Customer shall be responsible for notifying Activated Users of the existence of the Secure Net Service and ensuring compliance with these Service Terms.

8. Warranty and Disclaimer

- 8.1 The use of the Secure Net Service is subject to the use and availability of the Network.
- 8.2 Customer acknowledges that due to the volume, nature and sophistication of security threats, Vodafone does not warrant that Customer's use of the Secure Net Service will be error free, uninterrupted, available at all times or will protect against all threats or other failures.
- 8.3 The availability of the Secure Net Service may also be affected by technical defects at Vodafone's data centres. If all servers running Secure Net fail or in the event of a complete data centre outage, the Secure Net icon will not be present on the Activated User's device despite being connected to the Vodafone Network.



- 8.4 The use of the Secure Net Service will result in an increase to Customer's overall data usage, the extent of which shall be dependent upon the Activated User's browsing practices.
- 8.5 Vodafone does not warrant or accept any liability for operation of the Smart Device used to access the Secure Net Service.
- 8.6 Vodafone does not accept liability where Activated User has (a) continued to visit an unsafe website notwithstanding Vodafone's notifications (as detailed in clause 3.4 above) or (b) downloaded an unsafe File via Wi-Fi.
- 8.7 An Activated User shall not be protected by the Secure Net Service where, inter alia:
- Activated User changes its APN settings;
 - Customer uses a private APN (traffic is routed directly by Customer before it reaches the internet);
 - Activated User uses a VPN service;
 - Activated User is not on the Network;
 - Activated User selects an alternative roaming provider;
 - Encrypted https connections are utilised;
 - Smart Device data compression services are utilised;
 - Browsers that can compress and / or encrypt traffic except Opera Mini (the Vodafone version), Nokia Xpress, Microsoft BOS and Google Chrome are utilised;
 - A proxy service is utilised;
 - Activated User is on Wi-Fi; or
 - Certain email protocols (except HTTP, POP3 and SMTP) are utilised.

In the above circumstances, a Secure Net icon will not be present in the browser.

- 8.7 Vodafone shall use reasonable endeavours to make available the Secure Net Service for Activated Users when roaming on Vodafone's Network or Vodafone's partner networks outside the UK however because these overseas partner networks are not controlled by Vodafone, Vodafone shall not be responsible for their performance or functionality.

9. Changes to the Secure Net Service

- 9.1 Where required and subject to the General Terms, Vodafone may change the Secure Net Service at any time.
- 9.2 Vodafone may modify system requirements or the Secure Net application at any time without notice only where such modification does not cause Customer any detriment.

10. Data Protection

10.1 The following shall be in addition to clause 17 of the General Terms.

10.2 Vodafone will collect and use Customer's and Activated Users personal and traffic data to:

- improve the Secure Net Service;
- improve the security of the Network; and
- provide a higher level of security and protection for Activated Users eligible for the Secure Net Service when connected to the Network.

10.3 Vodafone will only use Activated User's traffic data to warn of a Harmful Site and / or if a File is harmful.

10.4 Examples of the personal data that Vodafone may collect and the period for which the personal data will be retained are as follows:

Personal data collected	Period of data retention
Number of websites viewed	6 months
Number of Harmful Sites blocked	6 months
Number of Files downloaded	6 months
Specific websites and File names accessed by Activated User	1 month
Actual Files downloaded by Activated User	1 month
Name of actual Files downloaded by Activated User	Instant only (notification) – without detail or information on File content

11. Termination

11.1 In the event an Activated User wishes to deactivate the Secure Net Service, Customer shall give Vodafone 30 days' written notice of termination and provide any necessary detail to enable Vodafone to fulfil that request.

11.2 Vodafone reserves the right to suspend and / or terminate the Secure Net Service if Customer/Activated User:

- fails to pay Charges in relation to the Secure Net Service as set out in the Commercial Terms and/or Order Form;
- uses the Secure Net Service as a means to monitor the activities of any individual without such individual's express consent and authorisation or uses the Secure Net Service to harvest personal information about other Users for any reason;
- transmits content that is unlawful, invasive of another's privacy or inappropriate;
- victimises, harasses, degrades or intimidates an individual or group of individuals for any reason;
- encourages conduct that would constitute a criminal offence or could give rise to any cause of action;
- engages in any activity, outside of what is permitted by the Secure Net Service, that otherwise interferes with the use and enjoyment of the Secure Net Service by others; or
- damages Vodafone's reputation or that of a third party.