



### 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 Any inclusive Wi-Fi allowance will be subject to the click through terms and conditions of the third party provider, which shall comprise the Customer's agreement for this service. Vodafone gives no guarantee or warranty, (express or implied) to the Customer in respect of this service. BT Openzone's terms and conditions are set out at [www.btopenzone.com](http://www.btopenzone.com).

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

### 4. Subsidy

4.1 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.

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

### 5. Software

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