# Vodafone Sure Signal

# Service Terms

These Service Terms apply to the Sure Signal Product and are incorporated by reference into the Commercial Terms between Vodafone and Customer and, together with the General Terms, form the Agreement for the Sure Signal Product.

#### 1. Definitions

- 1.1 The following definitions shall apply to the Agreement for the Sure Signal Service:
  - (a) Broadband The DSL broadband internet services which Customer may subscribe to from time to time.
  - (b) Sure Signal Product The Sure Signal Device and the Sure Signal Service.
  - (c) Sure Signal Device The Vodafone Sure Signal femtocell device and related accessories which Vodafone may supply with the device.
  - (d) Sure Signal Service The enhanced (when the Mobile Device is within range) 3G Vodafone Network Services provided through the Sure Signal Device.
  - (e) Mobile Device The 3G mobile phone or other equipment and the SIM card used to access the Network.
  - (f) Site The Customer premises at which a Sure Signal Product is to be situated.
  - (g) Users Any Vodafone customer authorised by an End User to access the Sure Signal Device whose Mobile Device has been registered with the Sure Signal Device.

#### Service features

- 2.1 The following table sets out the features of the Sure Signal Service in general terms. The detailed functionality and limitations of the Sure Signal Service shall be at the discretion of Vodafone. The functionality and speed of transmission of the features set out in the table below shall vary according to the Bearer Service utilised.
  - (a) Signal Improved 3G signal within Sure Signal Device coverage area
  - (b) Multiple connections Up to four concurrent connections from Mobile Devices to the Network via Sure Signal Product

### 3. Prerequisites and limitations

- 3.1 The use and availability of the Sure Signal Service is subject to the use and availability provisions of the Network.
- 3.2 For each Sure Signal Product, Customer shall have (or procure):
  - (a) a compatible Broadband connection;
  - (b) a compatible router; and
  - (c) an adequate power supply.
- 3.3 Use of the Bearer Services through the Sure Signal Product to consume large quantities of data may affect the speeds of the Broadband connection and vice
- 3.4 Users may not be able to make emergency calls if the Sure Signal Device does not have adequate power supply, Broadband connectivity, or there is some other kind of service disruption. Customer agrees that its Users shall not solely rely on the Sure Signal Product to make emergency calls.
- 3.5 The Sure Signal Product is only compatible with the Network and cannot be used for other telecommunication networks. Users are required to have an active Vodafone SIM card and compatible 3G Mobile Device.
- 3.6 Vodafone and/or its licensors owns all the rights in the software embedded within the Sure Signal Device in respect of which the Software Licence shall be a multiuser licence with a maximum of 4 Users of each Sure Signal Product.
- 3.7 The Sure Signal Products are only for use in the UK.

## 4. General

- 4.1 Unless specified otherwise, Customer will bear all risk for loss, theft, damage or otherwise to the Sure Signal Device following delivery by Vodafone.
- 4.2 Customer shall promptly notify Vodafone if:
  - (a) the Sure Signal Device is lost or stolen;
  - (b) Customer becomes aware that the Sure Signal Product is being used for fraudulent or other illegal activities; or
  - (c) Customer sells or otherwise transfers Sure Signal Products to another person, as permitted in these Service Terms.
- 4.3 Customer shall be responsible for basic support for Sure Signal Product features and functionality and basic troubleshooting of hardware problems with Mobile Devices with Users. Vodafone shall make available a helpdesk which may be contacted by Customer's helpdesk during Working Hours in relation to problems with the Sure Signal Product.
- 4.4 Customer shall be responsible for installing the Sure Signal Device, including providing any power supply, Broadband (unless Vodafone has agreed to supply Broadband under a separate Service Terms), equipment, hardware or software that may be required.
- 4.5 If the Sure Signal Device fails to work after the expiry of its warranty period, Customer will be required to replace the Sure Signal Device at its own cost, in order to continue receiving the Sure Signal Service.
- 4.6 From time to time Vodafone may upgrade the firmware for Sure Signal Devices to improve the performance of the Sure Signal Devices, to facilitate additional functionality or to enable access to other Vodafone Products and services. Any

- such upgrade shall be done remotely by Vodafone through the Sure Signal Product.
- 4.7 Customer acknowledges that certain Broadband providers may through modems or other systems prevent the proper functioning of the Sure Signal Product. Unless Vodafone provides Customer with Broadband under a separate Service Terms:
  - (a) Vodafone makes no representation that the Sure Signal Product is compatible with all Broadband services;
  - (b) Customer shall be solely responsible for ensuring that its Broadband is compatible; and
  - (c) Vodafone is not responsible for the provision or availability of the Broadband used by Customer and will not provide any kind of support, whether technical or otherwise in respect of Customer's Broadband.
- 4.8 Following receipt of a Sure Signal Device, Customer (or Users having Sure Signal Devices in their homes ("Home Users")) shall register the device with Vodafone through the registration page on Vodafone's website at www.vodafone.co.uk/suresignal by providing details of Users of the device. Vodafone shall activate the Sure Signal Product within a reasonable period of time following registration. For such time as Customer have responsibility for registering Users and excluding Home Users which self-manage their own registrations through a relevant Sure Signal Device, Customer shall:
  - (a) be responsible for ensuring that only Users are registered for Sure Signal Products and shall not permit any third party to register for a Sure Signal Product;
  - (b) use all reasonable endeavours to ensure that Users keep their registration details up-to-date:
  - require Users to promptly notify Vodafone of any changes as the emergency services may use these details in order to identify the location of a User making an emergency call; and
  - (d) notwithstanding any other provision of the General Terms, use reasonable efforts to ensure that all Users registering contact details for the Sure Signal Product understand and agree that Vodafone shall use such personal data for the purposes of providing the Bearer Services to Users via the Sure Signal Product.
- 4.9 In respect of Home Users, Customer's responsibility shall be limited to notifying such Users of the requirements of keeping registration details up-to-date, agreeing to Vodafone's use of their personal data to provide the Bearer Services and not permitting third parties to register on their Sure Signal Product.

