

Vodafone Smart SIM

YOUR AGREEMENT WITH US – Vodafone Smart SIM (also known as V-Sim by Vodafone), (collectively ‘The Smart SIM or ‘SIM)

Call 03333 043 222 or email disability.access@vodafone.co.uk for a large print, braille, dyslexia-friendly or audio CD version of this document.

Your agreement is with Vodafone Limited, registered in England under number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN. It’s made up of these Smart SIM Terms, the [Smart Tech Charges Guide](#) which cover the connectivity charges provided by the Vodafone Smart SIM, acceptable use and out of country use. We encourage you to take a look at these documents which make up your “Agreement” with us. See agreement policies and [Smart Tech Charges Guide](#) for more information. This agreement doesn’t cover any connected device or app which will be subject to additional terms.

You should also look at our Privacy Policy on how we use personal information. See our [Smart SIM Privacy Policy and Cookie Policy](#).

JOINING US AND CHARGES

The basics. When you purchase a Vodafone Smart SIM plan we’ll agree certain things with you including the price plan for your selected device, minimum term where applicable and confirmation of how much the subscription will cost you. This agreement may be downloaded from our Vodafone Smart App (also known as the V by Vodafone app) “App” onto your mobile device.

Requirements. To use SIM you require: (i) a compatible hardware device (sold separately); (ii) Vodafone mobile network coverage; and (iii) a mobile phone with the app installed and either (i) a mobile contract that supports additional charges (via charge to bill) and, if pre-pay, sufficient credit; or (ii) a valid credit or debit card (for non-Vodafone customers). Please note that some connected devices will require a third party app in order to complete the registration process and to see the data from the connected device. You are not required to purchase a Vodafone Smart SIM subscription from Vodafone in order to use all connected devices.

Register. You will need to register the SIM, on the Vodafone Smart App for your connected device, (i) if you are a Vodafone mobile customer the SIM will be registered to your mobile telephone number (ii) if you aren’t a Vodafone mobile customer the SIM will be registered to your email address. You can then activate an applicable price plan for your device in order to use the connectivity. You can unregister a SIM from your device by contacting the CloT CARE team at <https://v.vodafone.com/uk/contact> or from your device in the App.

Charging and contract duration. The SIM may be subject to a minimum term, your subscription will automatically renews at the end of your billing cycle unless cancelled. Your [Smart Tech Charges Guide](#) sets out current pricing information about the plans available. We will provide you with the right plan based on the device you want to connect. Your subscription charge will either be (i) added to your Vodafone mobile bill; or (ii) where available in respect of non-Vodafone mobile customers charged to your debit/credit card. The first payment will be taken as and when you activate the device (at the start of the next billing cycle thereafter).

Services provided. Your plan may include data at a level determined in accordance with the price plan for your selected device. Please note that GSM only plans do not include data and will only support back-end SMS functionality. For more information, please see “Charging” above. Voice services are only available as an ancillary service and in a restricted form in conjunction with specific smart devices. Your SIM must only be used for your selected device

Limitations. Smart SIM will not work with mobile phones, tablets, laptops or MiFi devices. There may be geographies that are not supported by the SIM. The SIM may not operate with a particular device.

Out of Country Use. This Service is only available to UK Customers. Vodafone Smart SIM supports out of country use in some destinations see “Out of Country Use”. Please see the [Smart Tech Charges Guide](#) for inclusive out of country use details. Please note that accessing and using the App on your mobile device requires an internet connection and so the Smart Tracker will not work roaming in not enabled.

Payment. You’ll need to pay for all charges within 7 days of the date of your bill. Where VAT applies, it will be included in the charges. If you pay late we’ll charge interest at 2% above the base rate of Barclays Bank each year and you’ll also need to pay a reasonable charge to compensate us for the administration costs incurred. Non-payment may result in termination of the subscription.

DURING YOUR AGREEMENT WITH US

Using the services. You’re responsible for other people that use your equipment and services which are only for your personal non-commercial use. We own the SIM card which we can change at any time and you may only use equipment that is approved for use on our network. You must not use your equipment or the services for any purpose we believe is abusive, illegal, fraudulent, a nuisance or for criminal activities. You must not use gateway devices, applications, or SIM boxes to send automated messages or make automated calls. For more information on using our services and restrictions please review the “Acceptable Use” section of our [Smart Tech Charges Guide](#).

Usage limits. We retain the right to suspend or terminate your plan where your data use (if relevant) exceeds your selected plan expectations as reasonably set by us (for example if you state in the activation process that your device is a low data demand tracker but in fact the SIM is used in a high data demand device). Please see our [Smart Tech Charges Guide](#) for full details.

Changing plans. You are able to move the SIM to a new device charged at the same price and with the same features (as detailed in the [Smart Tech Charges Guide](#)) through the App. If you move the SIM to a device of a different price plan type, you may receive a notification that the usage is higher than expected and be asked to change your plan. You can deactivate a plan and then, following the previously plans termination (which shall occur at the end of the billing cycle), reactivate the same SIM on a different price plan. You will receive a notification if excessive usage is detected and failure to change your plan may result in our termination of your SIM.

Changes to your terms, services or charges. We may change the Agreement, our services, or charges at any time. We’ll tell you beforehand unless it relates to additional services/options you don’t use regularly.

Problems with our services. We’ll provide our services with reasonable skill and care. However, our services are not fault-free and are not available everywhere. There are a number of reasons why you may find problems with the services and these include weather conditions, damage to our network, the number of people using the network and so on. Please contact us if you experience a service issue and we’ll attempt to fix it. If we have to interrupt our services for maintenance or we cause a technical fault on our network, you may be entitled to a partial credit of your subscription charges based on the number of days you are without our services. We’ll not be responsible for any loss of service due to something outside our reasonable control. To receive a partial credit of your subscription, you must report to us a severe disruption which we will assess against your typical usage history. We’ll not be responsible for any loss of service due to something outside our reasonable control.

Lost or stolen equipment. We recommend that you deactivate and cancel your subscription by contacting the IoT CARE team at <https://v.vodafone.com/uk/contact>. If your SIM is lost or stolen.

LEAVING US OR SUSPENDING THE SERVICES

If you want to end the Agreement: You can terminate your subscription at any time (“Termination”) by contacting the IoT CARE team at <https://v.vodafone.com/uk/contact>.

You can cancel your subscription during the first 14 days following the date you first registered for the subscription (“Cancellation Period”). We will reimburse your subscription payment: (i) in full, provided you have not activated your device; (ii) where you have activated your device during the Cancellation Period you will be reimbursed a pro-rata amount (where you activate your device this will be regarded as your request for the subscription to commence).

If you are outside your Cancellation Period and you cancel your subscription before the end of your minimum term, you may need to pay an early termination fee. The fee is based on your monthly plan charge and the remaining time left on your contact. Please see [Smart Tech Charges Guide](#)) for early termination fee calculations.

After the minimum term if you do not wish your subscription to be renewed you can cancel your subscription at any time. The Termination will take effect at the end of your billing cycle unless you terminate less than 48 hours before in which case the termination will take effect from the end of the next billing cycle. You will continue to be able to use your device until the end of the billing cycle, after which your subscription will end.

If we want to suspend our services or end the Agreement. We may suspend our services (entirely or in part) or end the Agreement if,

- (i) you don't pay any charges on time;
- (ii) you don't keep to this Agreement;
- (iii) we believe your device or the services are being used in a way that we do not permit or in a way that may damage or affect the operation of our network;
- (iv) we may need to suspend our services if asked to do so by regulators or if required by law; or
- (v) we consider it necessary to safeguard the security and integrity of our network.

You may need to pay an early termination fee if we suspend our services for the above reasons. The fee is based on your monthly plan charge and the remaining time left on your contact. Please see [Smart Tech Charges Guide](#)) for early termination fee calculations.

We may end the Agreement if we are permanently unable to provide our services to you.

WHAT WE DO WITH YOUR INFORMATION AND CONTACTING US

What do we do with your data? Our [Privacy Policy](#) sets out how we and our group companies may collect, use and share your personal information. See the latest [Privacy Policy and Cookie Policy](#) and check back every now and then for the latest version. For any queries, you can contact us at data.protection@vodafone.co.uk.

Sharing your data with third party agencies. The personal information we collect from you may be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. For further details explaining how the information held by fraud prevention agencies may be used, please ask an advisor or visit www.vodafone.co.uk/privacy.

Contacting us and complaints. We'll send you notices by post, voicemail, text or email. If you need to speak to us or have a complaint, please contact us on:

Phone: 191 from your Vodafone phone or 0333 3040 191 (from UK landlines or other mobiles);

Post: Vodafone House, The Connection, Newbury, Berkshire RG14 2FN; or

Website: www.vodafone.co.uk/complaints

If we can't fix your issue, you may:

(i) ask that the matter is referred to an independent ombudsman under our Customer Complaints Code available on our website or by contacting us or;

if you have an issue with goods or services bought online you can refer to the EC Online Dispute Resolution website Further information on this complaints process is available on our website at <http://www.vodafone.co.uk/complaints>.

INFORMATION

Liability. 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, for example, loss of income, business, profit, savings and missed opportunities claims. We will not be legally responsible to you if we cannot provide the services because of something outside our reasonable control. Unless our negligence causes death or personal injury, there is a defect or our services are not provided with reasonable care and skill, our liability to you will not be more than £3,000 for each claim or a series of related claims. The SIM can be used in a number of third party devices and in respect of other third party services. Vodafone is responsible for the SIM but not the services that you access to use third party connected devices, such as third party apps. We do not accept any liability for the use of such services nor make any guarantees as to availability of the service or the performance of third party hardware or services in conjunction with our network.

Transferring the Agreement. We may transfer this Agreement to anyone at any time provided doing so does not adversely impact your rights under the Agreement. You'll need to get our permission before transferring the Agreement.

General. All our services which are offered as "unlimited" (or similar) must only be used for your personal and non-commercial use.

Traffic Management Policy. See information about any [traffic management](#) that may apply

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