

Your OneNumber Connectivity Agreement with us

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

This agreement (the 'Agreement') applies to consumer customers and Small Business Customers that have a compatible Vodafone Pay Monthly airtime plan ('Primary Account'), a compatible device ('Connected Device') and take out a Vodafone OneNumber plan, also known as a connectivity plan ('Connectivity Plan'). 'Small Business Customer' means a Vodafone Business customer with fewer than ten (10) connections or employees.

Your Agreement is with Vodafone Limited, registered in England under number 1471587 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN.

Your Agreement sets out both yours and our rights and responsibilities and should be read in conjunction with the:

- **Pay Monthly Airtime Agreement**, set out at www.vodafone.co.uk/terms, which cover (i) the SIM card/eSIM profile (the SIM); and (ii) any services (minutes, texts, data, etc.) that you use in your monthly airtime plan ('Airtime Plan');
- **Charges Guide**, set out at www.vodafone.co.uk/terms which sets out the current pricing information about out of bundle charges and additional services which are not included in your Airtime Plan;
- **Equipment Terms**, set out below, which cover any equipment that you take from us; and
- **Returns Policy and Acceptable Use Policy** which are available at www.vodafone.co.uk/agreementpolicies.

For the avoidance of doubt, any terms in the above documents which relate to your Connectivity Plan shall apply in addition to the terms of your Agreement and shall form part of our contract with you for the Connectivity Plan. Unless the context requires otherwise, capitalised terms defined in the Airtime Plan shall have the same meaning in this Agreement.

If we have agreed a loan agreement (Device Plan, also known as Watch, Tablet or Laptop Plan) with you to purchase equipment from us, we'll also send you your Device Plan. You should also look at our Privacy Policy on how we use personal information. You can find our Privacy Policy and Cookie Policy at www.vodafone.co.uk/privacy.

A) Service Terms

JOINING US AND CHARGES

The basics. Your Connectivity Plan allows you to share your Primary Account's allowance of minutes, texts and data with your Connected Device. Your Connectivity Plan must be on the same account as your Primary Account. Your Connected Device must be paired with the mobile on your Primary Account in order for you to use your Primary Account's allowance of minutes, texts and data from your Connected Device.

Charging. Your Connectivity Plan does not include any allowance for calls, messaging or data usage; you will use the allowance from your Primary Account. If your Primary Account allowance is exhausted or additional services not included in your Primary Account are used, out of bundle charges will apply. These charges are set out in your Charges Guide and will be added to your Airtime Plan bill as and when you use them.

DURING YOUR AGREEMENT WITH US

Using the services. You're responsible for other people that use your equipment and services. With the exception of Small Business Customers, these services are only for your personal non-commercial use unless we tell you otherwise in writing. You're responsible for ensuring that the equipment that you use is compatible with our services. For more information on using our services and restrictions please review our Acceptable Use Policy.

CHANGES TO THE AGREEMENT

- a) 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;
 - ii) Change the structure of our services, charges or equipment (where applicable);
 - iii) Change the amount payable for part of the services, including without limitation additional services;
 - 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 (for example, if we're no longer able to provide a part of the service at your address); or
 - vi) **Additional services.** We may increase the charges for an additional service that does not form part of the main 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.
- b) We are also entitled to make the following changes to the Agreement, our services or charges (together, the 'Permitted Changes'):
 - i) **Annual adjustment to your Connectivity Plan charges.** Each April, your monthly Connectivity Plan charges will increase by an amount equal to the Consumer Price Index rate published by the Office for National Statistics in January ("CPI rate") plus an additional 3.9% on top of the CPI rate. We will apply that CPI rate plus 3.9% adjustment from your April bill. In the event that the CPI rate is negative, this will be ignored but the additional 3.9% will still apply.
 - ii) We may remove any benefits, discounts or additional services that we told you would expire part way through your plan when you purchased, provided we remove them at or after the time we told you they would expire;
 - iii) We may make administrative or technical changes;
 - iv) We may make changes that have no negative effect on your use of the service;
 - v) We may make changes that are to your benefit;
 - vi) We may provide new features of the service to you;
 - vii) We may maintain or improve the services we provide;
 - viii) We may clarify the Agreement so it is easier to understand;
 - ix) 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;

- x) We may reflect a change in the way we organise and/or operate our business; or
- xi) We may reorganise where certain terms of the Agreement are set out.
- c) 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 parts a) and b).

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 in the UK. Please check the predicted coverage in your area at www.vodafone.co.uk/coverage. There are a number of reasons why you may find problems with the services and these include moving home or work, 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 Connectivity Plan charge based on the number of days you are without our services. If you are experiencing a materially degraded service for an unreasonable period of time, please read our "Leaving us" section below.

We'll not be responsible for any loss of service due to something outside our reasonable control. To receive a partial credit of your charges or terminate the Agreement, you must report to us a severe disruption, which we'll assess against your typical usage history.

Traffic management. During busy periods on our network, we may need to manage traffic to ensure everyone has access to our services. 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 please review our Traffic Management Key Facts Indicator, which is set out at: www.vodafone.co.uk/trafficmanagement.

LEAVING US / SUSPENDING THE SERVICES

If you want to end the Agreement:

- a) **Because you simply want to leave us.** If you request a Porting Authorisation Code (PAC) or Service Termination Authorisation Code (STAC) from us because you wish to port your number to another provider or switch to another provider without a port, it will be valid for 30 days from when it is issued to you. Your service will switch to the new provider within one working day of you providing your PAC or STAC to them. The Agreement will terminate when your service has switched to your new provider. If you do not use a PAC or STAC within the 30-day period, the Agreement, including your Connectivity Plan, will continue. You can request a PAC or STAC at any time.
You can cancel your Connectivity Plan at any time without requesting a PAC or STAC but you'll need to give us 30 days' notice. If you're within the minimum period of your Connectivity Plan when you leave us, you'll need to pay an early termination fee, your Charges Guide gives you a calculation to work out how much this will be. If you have requested a PAC or STAC we'll notify you of any early termination fee that may be payable when you request the code.
- b) **Because of the quality of our services.** If the service is materially degraded for an unreasonable period of time you may be able to leave the Agreement early without paying an early termination fee (although you'll need to pay for your equipment subsidy, see "Equipment Terms"). Contact us to discuss your options.
- c) **Because of changes.** 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 in the Changes to the Agreement section above, you will have a right to leave your Agreement without paying an early termination fee (although you'll need to pay for your equipment subsidy if applicable, see "Equipment Terms" for details). 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. To exercise your right to leave without paying an early termination fee, you'll need to tell us within that 30-day period. If you take no action within 30 days of us telling you about the changes you'll be considered to have accepted those changes. If you exercise your right to end the Agreement in these circumstances and have taken a Device Plan to purchase equipment from us, your Device Plan will continue after the Agreement has ended. Please see the "Equipment Terms" section below. Please note, you will not have a right to leave the Agreement early without paying an early termination fee where we exercise our right to increase the charges you pay by the rate of CPI plus 3.9% once per year (as set out in the Changes to the Agreement section above).
- d) **Because of changes to your Primary Account.** If we make any changes to your Primary Account's agreement, services or charges that results in you having a right to leave for your Primary Account without paying an early termination fee, that right to leave will also be applicable to the Connectivity Plan linked to that Primary Account (although you'll need to pay for any equipment subsidy (as applicable) or continue paying for your Device Plan, if applicable, see "Equipment Terms" for details). Please note, this clause will not apply to Small Business Customers that have waived their right under Ofcom's General Conditions for a right to leave (without paying an early termination fee) to extend to all elements of a bundle. For more information on waivers, please see: vodafone.co.uk/business/waivers.
- e) **Because we cannot offer a service.** We may end the Agreement if we are permanently unable to provide our services to you or by giving you 30 days' written notice (for any reason). If we end the Agreement in this way, you won't have to pay an early termination fee in this case.
- f) **Please note.** If you have taken a Device Plan to purchase equipment from us and you decide to cancel your Connectivity Plan for any reason set out above, you will be required to continue to make the repayments due under the Device Plan. Alternatively, you may choose to repay any outstanding repayments under the Device Plan in full.
- g) If you repay your Device Plan early in full, before the end of the term set out in your Device Plan agreement, you will be able to end your Connectivity Plan at any time by contacting us and, you will not incur an early termination fee.
- h) **Because you terminated your Primary Account.** Your Connectivity Plan will automatically end unless you ask us to transfer your Connectivity Plan to another Primary Account under your name. If you terminate your Connectivity Plan because your Primary Account is terminated, you will not incur an early termination fee for your Connectivity Plan.

If we want to end the Agreement or suspend our services.

We may end the Agreement or suspend our services (entirely or partly) if:

- a) You don't pay any charges or payments due to us on time, whether those charges are due under this Agreement or any other agreement you have with us, including a Device Plan;
- b) you don't do something fundamental that you have to do under the Agreement;
- c) you use any of our services in a way that may damage or affect the operation of our network;
- d) you breach or fail to adhere to our Acceptable Use Policy;
- e) you become bankrupt or make an arrangement with creditors; or
- f) we consider it necessary to safeguard the security and integrity of our network or to reduce the incidence of fraud.

Where we end the Agreement in this way during the minimum period an early termination fee will apply. We may need to suspend our services if asked to do so by regulators or if required by law.

Please note, if you have taken a Device Plan to purchase equipment from us and we suspend our service or end the Agreement because of one of

the circumstances above in (a) to (f) you will always be required to either continue to make the repayments due under the Device Plan or repay any outstanding repayments under the Device Plan in full.

B) Equipment Terms

The following terms and conditions (**Equipment Terms**) will apply to you if you purchase equipment with a Connectivity Plan from us. These Equipment Terms do not apply if you have purchased your equipment from a third party. **Important.** The terms of your Device Plan will take precedence over the Agreement if there is any conflict between your Device Plan and the Agreement.

Payment. Unless we tell you that you can buy the equipment on its own outright, we are supplying the equipment to you because you have agreed to enter into:

- a) a Connectivity Plan to receive services from us for a minimum period under the Agreement; and/or
- b) a Device Plan to purchase equipment from us and to pay for the equipment in full.

If you have taken a Device Plan to purchase equipment from us, you may have to make an upfront payment, the terms of this payment and any subsequent repayments are set out in your Device Plan.

Equipment upgrade. We don't have to offer you an upgrade, but if we do, we will agree a new plan, minimum period and any applicable equipment with you. We'll discuss the options with you when you qualify for an upgrade. If you have a Device Plan, you will still be required to continue to make the repayments for your Device Plan or repay any outstanding repayments under the Device Plan in full.

Equipment locking. For Small Business Customers, we may lock the equipment that we supply to you to our network. This means the equipment will only work with a Vodafone SIM. If your equipment is locked, you can request a Network Unlock Code (NUC) for free, which is available at www.vodafone.co.uk/nuc.

C) General Terms

Canceling, returns and faulty equipment. Our returns policy gives you 14 days to change your mind, this means you can cancel and return your order within 14 days from when you receive it, whatever the reason. For more information see our Returns Policy, which is available at www.vodafone.co.uk/agreementpolicies. It also sets out what to do if your equipment is faulty and how you can return it and get it fixed or replaced.

Lost or Stolen SIM or Equipment. If your equipment with which you use a Connectivity Plan is lost or stolen, you must tell us as soon as possible so we can suspend our services and stop someone else using it. Your maximum liability for charges incurred for use of the services up until you notify us will be as follows:

Notification within 24hrs: £100 maximum

Notification 24+hrs – 5days: £500 maximum

Notification 5 days+: all charges until you have reported to us.

You'll also be required to continue payments for all the remaining Connectivity Plan charges for our services for the minimum period and any repayments under your Device Plan (where applicable), even if your Connected Device is lost or stolen.

Liability. We'll 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.

Transferring the Agreement. We may transfer the 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 and the person you are transferring to will need to pass our credit check.

Please note. If you have taken a Device Plan to purchase equipment from us we will not allow you to transfer the Device Plan to another person.

Emergency calls. If your Connected Device requires a Wi-Fi connection to function (for example, if your equipment is a smart speaker), you will not be able to make or receive calls in the event of a power or internet connectivity outage. This includes emergency calls.

Please do not solely rely on your Connected Device to make emergency calls. You acknowledge and accept that you will require another way to call the emergency services. We suggest you have a landline or a charged mobile device in order to make emergency calls in the event of a power or internet connectivity outage.

Depending on your equipment type, we may ask for your current home address when you sign up to a Connectivity Plan. This will allow emergency services to attend the correct address should your call be disconnected for any reason. If your address changes at any time, we recommend you contact us to update it on your account.

Limitations. Depending on your equipment type, if the mobile paired to your Connected Device is switched off you may not receive messages on your Connected Device. Vodafone OneNumber does not work with Vodafone Passes; if you have a Vodafone Pass it will be automatically removed from your Primary Account when you take out a Connectivity Plan. Some Connected Devices will require 4G coverage in order to use mobile internet. Please note that it is your responsibility to check that your Connected Device is capable of roaming Vodafone OneNumber and 4G and Wi-Fi Calling are not available to One Net Anywhere Small Business Customers.

Third party terms and conditions. Please note, if you receive a service from a third-party as part of your plan (such as a music streaming service), we are not responsible for any changes that third-party service provider makes to their terms and conditions with you. Any such changes will not affect our Agreement with you and the Because of changes section set out above will not apply.

For Customers with an Unlimited Data Primary Account:

1. **For Consumers:** Usage is for your personal, non-commercial use only. Where Vodafone notices a customer's data usage is not for personal use and/or exceeds 600GB per month twice or more in a 6-month period, Vodafone may investigate whether customer's use of the Service is inconsistent with the Acceptable Use Policy for Consumer customers. Following such an investigation, if we determine or reasonably suspect that customer's usage is for purposes other than the permitted use then Vodafone reserve the right to transfer the customer to a more suitable plan or take other action in line with Acceptable Use Policy for Consumer customers. Please refer to the Acceptable Use Policy for Consumer customers for more details (available at www.vodafone.co.uk/terms).
2. **For Small Business Customers:** Where Vodafone notices a customer's data usage exceeds 600GB per month twice or more in a 6-month period, Vodafone may investigate whether customer's use of the Service is inconsistent with our Acceptable Use Policy for Business customers. Following such an investigation, if we determine or reasonably suspect that a customer's usage is for purposes other than the permitted use then Vodafone reserve the right to transfer the customer to a more suitable plan or take other action in line with our Acceptable Use Policy for Business customers (available at www.vodafone.co.uk/terms).

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. You will find the latest Privacy Policy and Cookie Policy on our website at www.vodafone.co.uk/privacy and you should check back every now and then for the latest version. For any queries, you can contact us at data.protection@vodafone.co.uk.

Fraud prevention agencies. The personal information we collect from you will 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. Further details of how information will be used by us and these fraud prevention agencies, and your data protection rights, can be found at 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 a UK landline or other mobile (standard call charges apply);

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 ask that the matter is referred to an alternative dispute resolution provider (ADR Provider) under our Customer Complaints Code available on our website or by contacting us.

Further information on this complaints process is available on our website at www.vodafone.co.uk/complaints.

If your issue is privacy related, please see www.vodafone.co.uk/privacy or you can contact us at data.protection@vodafone.co.uk.

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