

# VODAFONE BROADBAND VOICE SERVICE TERMS AND CONDITIONS

## YOU MUST READ AND ACCEPT THE FOLLOWING BEFORE USING THIS SERVICE:

### 1. GENERAL

**1.1.** The following terms and conditions relate to the Vodafone Broadband Voice service (the "BB Voice Service") and apply in addition to and form part of the General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Services available on [www.vodafone.ie/terms/ixed/](http://www.vodafone.ie/terms/ixed/) and any additional Service specific terms and conditions which you have signed up to. For the avoidance of doubt the below terms will form part of and apply in addition to each participating customer's terms and conditions of their Service. In the event of any conflict between the terms, the order of precedence shall be as follows; the terms and conditions set out below first, followed by any additional Service specific terms and conditions you have signed up to and finally the General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Services. **We recommend that you download and save a copy of this document for your future records.**

**1.2. Definitions:** The General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Service and the definitions therein shall apply. In addition the following words shall have the following meanings:

**1.2.1.** Broadband Voice or BB Voice - means the provision of a voice service over internet telephony services accessed by you.

**1.2.2.** Messaging Service - means the sending of a SMS message over the Service

**1.2.3.** National Directory Database or NDD - means the record of all subscribers of publicly available telephone services in the State, including those with fixed, personal and mobile numbers, who have not refused to be included in that record;

**1.3. TERM:** The BB Voice Service is subject to a twelve (12) month minimum term contract (the "Minimum Term") as outlined on your Customer Application Form and/or Welcome Letter. After the expiry of the Minimum Term, the Agreement converts to a rolling one month contract.

### 2. THE SERVICE

**2.1.** In order for you to avail of the BB Voice Service, Vodafone will ensure you have the mandatory broadband speeds necessary in order for you to be able to avail of this Service.

**2.2.** Vodafone shall attempt to make the BB Voice Service available to you at all times. However, Broadband Voice services (including some Vodafone Broadband Voice Services add-ons such as Vodafone-to-Vodafone calling) are dependent on the quality of the customer's broadband Internet connection. Therefore, the quality of the BB Voice Service cannot be guaranteed in the event of power outages or other unforeseen circumstances beyond the control of Vodafone.

**2.3.** In respect of the BB Voice Service, Broadband Voice telephone calls are carried in the public domain via Internet connectivity and therefore security of these calls is not guaranteed in the absence of further security measures as advised by Vodafone. Vodafone shall endeavour to use appropriate security measures but accepts no liability with respect to call confidentiality. Vodafone shall act within the provisions of Data Protection Legislation in respect of your information.

**2.4.** Vodafone may monitor the use of BB Voice Service for violations of this Agreement. Vodafone may remove or block all communications if Vodafone suspect there has been or shall be a violation of the Agreement, or where Vodafone consider it necessary to protect the BB Voice Service or Vodafone, its affiliates, directors, agents, employees or customers from harm.

**2.5.** In the event that you chose to revert from Broadband Voice to PSTN, you acknowledge your original telephone number may no longer be available due to local exchange capabilities.

**2.6.** Broadband Voice is Voice Over IP (non PSTN) technology and as such, PSTN based services such as monitored alarm, fax and some TV services may not be compatible with this service. Voice over IP (non PSTN) technology will have certain limitations compared to traditional PSTN landline service; in particular, as Broadband Voice is powered from the home electricity supply, in the event of a power

outage, no calls can be made and access to emergency services is unavailable. A back up battery can be purchased for use in the case of a power cut via our retail stores. Please contact us for further information.

### 3. CALLS TO EMERGENCY SERVICES

**3.1.** Due to the nature of the BB Voice Service it shall not always be possible to accurately determine the exact location of a caller. An up-to-date address is required for BB Voice Service customers as this is required by the Emergency Services for location purposes. **Callers using the BB Voice Service for emergency calls will need to inform the operator of their physical location.**

**3.2.** Emergency calls to 112 and 999 will be directed to the emergency services but no guarantee is made about the reliability of same and you should be especially aware that power outages which render computer equipment and internet connectivity non-functional shall prevent the use of the Vodafone service for emergency calls. In the event of such an outage Vodafone advise customers to use alternative methods, such as mobile telephones, to access emergency services or any other connected services. Vodafone also advise customers to plan accordingly in advance.

**3.3.** Vodafone shall not be liable for any delay or failure to provide service, including 999 or 112 dialling, at any time, or any interruption or degradation of voice quality caused by: third-party omission, equipment failure, equipment modification, force majeure, equipment shortage, loss of power or third party faults.

**3.4.** There may be a greater possibility of network congestion and/or reduced speed in the routing of calls to emergency services or connected services made utilizing the BB Voice Service as compared to traditional calls to emergency services or connected services dialled over traditional public telephone networks. You should inform any household residents, guests and other third persons who may be present at the physical location where the BB Voice Service is used of the important differences in and limitations of voice services over internet telephony dialling as compared with traditional phone service as it relates to access to emergency services and connected services.

**3.5.** Vodafone do not have any control over whether, or the manner in which, calls using the BB Voice Service are answered or addressed by any emergency response centre or connected services provider. Vodafone disclaim all responsibility for the conduct of emergency response centres and connected services providers.

**3.6.** Neither Vodafone nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to accessing emergency services or connected services unless such claims or causes of action arose from gross negligence or wilful misconduct by Vodafone.

**3.7.** You shall defend, indemnify, and hold Vodafone and its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to the customer in connection the service harmless, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal fees) by, or on behalf of, the customer or any third party relating to the absence, failure or outage of the BB Voice service, including the inability of any user of the BB Voice Service to be able to access emergency services or connected services.

### 4. VOICEMAIL

**4.1.** Voicemail is a value-added service provided to Customer by Vodafone. Voicemails shall be accessible to you on your phone by dialling 171 and following the prompts.

**4.2.** Voicemails shall be stored for a maximum of 3 months after which they shall be deleted permanently. You are advised to store your voicemails in email form where you need them for longer than this 3 month period.

**4.3.** Where you have not activated your voicemail, you may not be able to access voicemails left in their inbox.

**4.4.** You will be able to upload and send your own voicemail greetings using the BB Voice Service. You hereby grant Vodafone and Vodafone's Agents a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any voicemail greetings uploaded using the BB Voice Services.

**4.5.** Vodafone reserve the right to suspend any voicemail account that not has been accessed for a consecutive period of 5 months without prior consent or notification. A suspended voicemail

account may be reactivated by contacting Customer Care services or our online resources. In case of a suspension, Vodafone reserve the right to delete the content of a voicemail account at the time of suspension, including any greetings and any saved voicemails.

**4.6.** In case a suspended account remains suspended for an additional consecutive period of one (1) month, Vodafone reserves the right to terminate the voicemail account.

## **5. EQUIPMENT AND THE NUMBER**

**5.1.** If you accept the BB Voice Service, Vodafone will allocate a number to your line. The telephone number and any rights in the number belong to Vodafone, subject to the PORTING clauses; you may not sell or agree to transfer the number to any person. For the avoidance of doubt, you shall not own the number allocated to him/her.

**5.2.** Vodafone are entitled to change your telephone number or code number or the specification of the BB Voice Service for operational reasons but will always endeavour to advise you of this by giving at least 30 days' prior notice.

**5.3.** Numbers shall be de-allocated from your account where there is cancellation or lapse of the account.

**5.4.** Irish geographic numbers allocated to you which are subsequently de-allocated upon cancellation or lapse of your account, shall be quarantined for 13 months during which time they shall be available for you should you decide to reopen your account. Upon expiration of the thirteen (13) month quarantine period, these numbers shall be removed permanently and shall be unavailable for recovery by you.

**5.5.** Vodafone does not offer support of any hardware other than approved devices purchased from Vodafone.

**5.6.** You are advised that where, in exceptional circumstances, a government authority orders the reallocation or change of a phone number, Vodafone is permitted to change your phone number for the BB Voice Service.

## **6. CALL PLANS AND CHARGES**

**6.1.** You will be liable for any and all charges for calls or usage made from or by a device to your account or on their network while using the BB Voice Service.

**6.2.** Calls to premium rate numbers (including but not limited to 15XX prefixed numbers) and other 'special numbers' such as directory enquiries (see the Tariff Sheet for details) are excluded from your monthly allowance. Details of all Charges are available on [www.vodafone.ie/rates](http://www.vodafone.ie/rates).

## **7. FAIR USAGE POLICY**

**7.1.** A fair usage policy applies. Vodafone has developed a fair use threshold for the BB Voice Service which is currently as follows:

**7.1.1.** 5,000 local and national call minutes from your landline to another Irish landlines; and

**7.1.2.** 1,500 call minutes from your landline to Irish mobiles, where applicable.

**7.2.** If Vodafone is of the opinion that your usage of the BB Voice Service materially exceeds these thresholds over the applicable billing period, Vodafone may contact you to advise you that your usage exceeds its Fair Usage Policy. If such excessive usage continues to exceed the above thresholds after receipt of a request to desist from or alter the nature of such usage, Vodafone reserves the right to charge you for the excessive element of your usage at your price plans standard rate viewable at [www.vodafone.ie/rates](http://www.vodafone.ie/rates) or to suspend, modify or restrict your use of the BB Voice Service or to withdraw your access to the BB Voice Service or the Service entirely.

## **8. PORTING**

**8.1.** Porting enables you to retain your previous phone number when you move to another network operator or telecoms provider.

**8.2.** By completing the Customer Application Form, where porting is requested, you warrant and represent that you accept the terms contained therein, have provided accurate information and that you are the person authorised to instruct Vodafone to port the number.

**8.3.** You acknowledge that:

**8.3.1.** the request will terminate service with the existing telephony provider;

**8.3.2.** only the number specified will be moved;

**8.3.3.** it shall be your responsibility to ensure that you give sufficient notice of termination of any agreement with any previous service provider, subject to the terms and conditions of that agreement;

**8.3.4.** it shall be your responsibility to ensure that all information provided in the Customer Application Form is complete and correct. The port request may be rejected if any information provided is inaccurate, incomplete or misleading;

**8.3.5.** the services provided by the previous service provider to you, including, without limitation, unused call credit or benefits, tariffs, terms and conditions of use and call management services that applied to your service will not be transferable or transferred to your Services;

**8.3.6.** contractual and other obligations, charges and costs due to the previous service provider will remain due and owing and shall be subject to settlement by you with the previous service provider in accordance with the terms and conditions applying to the provision of that service; and, in the case of telephony numbers, the previous service provider may decline to proceed with the port in the event that there is a debt on the account i.e. account is barred or suspended.

**8.3.7.** the process will be deemed to commence on the date of submission of the Customer Application Form and it may not be possible to reverse the process once it has started.

**8.4.** Where the signatory is not the person legally entitled to request Vodafone to move the number or a person or entity authorised to complete the Customer Application Form, or if fraudulent or misleading information is supplied, then the signatory will be personally liable for all or any loss or damage arising from the unauthorised transfer of the number.

**8.5.** Vodafone may refuse to process your instructions if:

**8.5.1.** information provided by you is incorrect or misleading;

**8.5.2.** the information provided in relation to the number is not compatible with information held by the previous service provider;

**8.6.** Vodafone shall endeavour to comply with criteria established by COMREG in respect of number porting but does not warrant or represent that the number port will be completed within a particular timeframe. There may be a period where no services are available, from either the previous service provider or from Vodafone.

**8.7.** Vodafone will not be liable or responsible for making good any loss, damage, costs or expenses or other liability whether incurred directly, indirectly or as a consequence of the unavailability of the BB Voice Service.

**8.8.** In respect of a 'port out' request where you wish to move your number from Vodafone to another provider, you are requested to ensure that there are no payments outstanding on your account before they arrange for a port out request to be submitted in respect of any number..

## **9. DIRECTORY ENQUIRES**

**9.1.** Vodafone does not provide a telephone directory service. Vodafone may make your name, address and telephone number available to the emergency services and to any other licensed public telecommunications operators for the purpose of telephone directories and a public directory enquires service. You must notify us, by contacting Customer Care, should you wish any such information to be withheld or if you wish to opt out of the National Directory Database (NDD) and if this is your wish then we shall only disclose such information if and to the extent that we are legally required to do so.

**9.2.** Third parties are allowed to use the NDD for direct marketing. Upon your request Vodafone can request the operator of the NDD to place an indicator next to your NDD entry advising third parties that you do not wish for their details to be used for this purpose.

**9.3.** Vodafone do not accept any liability whatsoever for a failure by any other operator to whom Vodafone provide such information to comply with any listing request that you may make to Vodafone or to that operator.

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