

# Terms and Conditions of Vodafone FTTH Broadband NBI Trial Offer

The following terms and conditions (the "Offer Terms") will govern the provision by Vodafone to you of certain services in connection with the Vodafone FTTH Broadband NBI Trial offer (the "Offer")

## General

1. The Offer is available free of charge to all principal occupants of residential premises in the area that has been selected by Vodafone to carry out this trial who sign up to it by completing a Customer Acceptance Form. Each person who does so ("Customer"/"you") will be deemed to have entered into an agreement with Vodafone (together, the "Service Provider") comprising the Customer Acceptance Form and these Offer Terms (the "Agreement").
2. The Offer is available from March 2021 and will end in March 2022. The Service Provider reserves the right to withdraw or extend the duration of the Offer at its own discretion.
3. You acknowledge and accept by entering this Agreement that this is a friendly user trial (FUT)
4. The contract duration is 12 months. FUT participants will not be charged for the 12 month contract duration. FUT customer accounts will be credited for the duration of the trial.
5. Services offered as part of the trial: the FUT provides participants with FTTH Broadband Service only, for a period of 12 months. All telephony and TV products are excluded from the FUT.
6. The contract duration is 12 months. FUT participants will not be charged for the service provided as part of the FUT for the 12 month contract duration. FUT customer accounts will be credited for the duration of the trial.
7. After the 12-month FUT period, the customer can enter into a new contract with Vodafone or cancel their service and move to another provider. After the 12 months, Vodafone will contact the customer and offer them the opportunity to enter into another contract as a paying customer. Upon the expiry of the 12-month FUT contract, if the customer does not re-contract and does not cancel their service/move to another provider, the customer will be charged the standard out-of-contract rate as found [here](#)
8. The Service Provider reserves the right to suspend or terminate this Agreement and/or any services provided under this Agreement or to amend these Offer Terms at any time, without further notice, for any valid, technical or commercial reason.
9. Once you sign up to this Offer, you are giving your consent to the Service Provider and their agents to contact you regarding feedback on the services provided as part of the Offer. Feedback may be required in the form of surveys, phone calls and focus groups. You are also giving your consent to the Service Provider to use the results of any such feedback, together with any Offer related images and information compiled by the Service Provider during [and after] the Offer period, for promotional and marketing purposes. This Offer is subject to your full participation in the provision of feedback in this manner and compliance with this clause 4 and the Service Provider reserves the right to withdraw the services provided as part of the Offer should you refuse to participate in the provision of feedback or otherwise fail to comply with this clause 4.
10. You acknowledge that all services and equipment will be provided under this Agreement 'as is' and on a trial basis and, as such, the Service Provider:
  - (i) shall, to the greatest extent permitted by law, have no liability whatsoever for any delay, failure, interruption, non-availability, or deterioration in any equipment or service provided under this Agreement.
11. To receive the broadband services that will be provided under this Agreement you must allow the Service Provider to access your property so that they can install equipment and carry out works necessary for the provision of such services. The Service Provider will retain ownership of all equipment; cables and fittings provided to you under this Agreement and may remove them during or upon the termination of this Agreement.
12. There will be a user support service in connection with the Offer available during normal working hours at the following number: 1907.
13. To the greatest extent permitted by law, the Service Provider shall not be liable for any loss or damage whatsoever arising out of or in connection with this Agreement, whether under contract, tort (including

negligence), strict liability or otherwise. In no circumstances will the Service Providers be liable for any special, incidental, indirect or economic loss or damage, however it may arise, including as a result of loss of time, loss of savings, loss of data, loss of business, loss of revenue, loss of opportunity, loss of goodwill or loss of profits. Nothing in this Agreement shall limit or exclude the Service Providers liability for death or personal injury caused by its negligence.

14. You agree that Vodafone shall be entitled, at their absolute discretion, at any time and from time to time, without notice and without your prior written consent, to assign, sub-contract, novate or otherwise transfer this Agreement or any of their rights and obligations under this Agreement to any third party including but not limited to any other company that controls, is controlled by, or is under common control of Vodafone.
15. Vodafone shall be liable for their obligations under this Agreement.

### **Broadband Service**

16. In supplying the Vodafone FTTH include broadband Service the Service Provider will use its reasonable skill and care but cannot guarantee fault free performance. The Service Provider does not warrant that the broadband Service will be suitable for specific Customer applications or that the operation of the broadband Service will be uninterrupted or error-free. The Service Provider does not warrant that the broadband service will support or be compatible with any applications or other services which the Customer uses in conjunction with the broadband service.
17. The Customer agrees that from time to time it may be necessary for the Service Provider to temporarily suspend the broadband service during periods of repair, essential maintenance or alteration or improvement to the broadband service or otherwise in accordance with the law.
18. Due to the wide range of causes of faults, many of them outside of the Service Providers control it is not possible for the Service Provider to fix a particular fault in a guaranteed timeframe however the Service Provider will use all reasonable endeavours to repair faults in a timely fashion.
19. For technical, operational and commercial reasons the Service Provider shall be entitled to vary the broadband service and any aspect thereof at any time. Where practicable, the Service Provider shall provide notice of any such change in accordance with these Terms and Conditions.
20. The Service Provider reserves the right, at their discretion and without prejudice to any other provisions of this Agreement, to issue such reasonable instructions concerning the use of the broadband service as it considers necessary in the interests of safety, quality of the broadband service, other customers or telecommunications services as a whole.
21. On the placing of the order for the broadband service, the Service Provider will provide the Customer with a timeline within which it will deliver the broadband service. This timeline may vary from customer to customer depending on the circumstances affecting the delivery mechanism for the Customer.
22. The Service Provider will use their reasonable efforts to install the broadband service in accordance with the timeline it agrees with the Customer but such dates are estimates only and the Service Provider cannot guarantee that it will meet such dates.
23. The Service Provider does not support or make any assurances as to the quality of the broadband service supplied through use of Third Party Equipment and shall not be responsible for any loss or damage howsoever arising to Third Party Equipment or the broadband service as a result.
24. The Service Provider may modify the standard settings and/or features and channels of the broadband service to offer additional value to a Customer's BROADBAND Service or package from time to time.
25. The Service Provider shall make reasonable efforts to prevent unauthorised access to the broadband service by third parties but shall have no liability to the Customer for any loss or damage caused by unauthorised third party access to broadband service or the Equipment.

### **Suspension/Barring of the broadband service**

26. The Service Provider may immediately, without notice, temporarily bar, suspend, restrict, and/or disconnect the Customer's use of the broadband service (collectively "suspension") wholly or partially for any valid reason, including without limitation, where:
  - (i) the Customer fails to observe any term or obligation set out herein or any relevant law; or
  - (ii) the Customer engages in any activity (or permits any activity) which the Service Provider (as they in their discretion shall determine) consider (a) to be contrary to existing legislation or regulations applicable to

provision of the broadband service or (b) is or is likely to have an adverse impact on the quality of the broadband service or the integrity of the broadband service.

27. The Service Provider shall use reasonable endeavours to contact the Customer, but shall not be obliged to contact the Customer, prior to any such suspension of the broadband service.
28. The Service Provider shall be entitled to maintain suspension of the broadband service until any breach is remedied to the Service Providers satisfaction.
29. The Service Provider shall be entitled to charge a reconnection fee on reconnection of a Customer following any temporary period of suspension.
30. The Service Provider may suspend the broadband service from time to time, without liability or notice, for the alteration, improvement or maintenance of the broadband service.
31. Where a Customer's broadband service is suspended in accordance with the above, any requests for changes to the broadband service (including upgrades/downgrades or cessation) shall not be possible.

#### **Customer Use of the broadband service and equipment**

32. The Customer undertakes not to use or permit others to use the broadband service or the equipment (including where relevant in any emails, or Customer Information made available on the Internet):
  - (iii) for business purposes to sell on or supply the broadband service to anyone on a commercial basis;
  - (iv) for any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the broadband service;
  - (v) in any way that may cause degradation of service levels to other customers as determined by the Service Provider or in any way jeopardises, impairs, interrupts or interferes with the integrity or security of the broadband service;
  - (vi) to send unsolicited commercial communications or promotional material;
  - (vii) for the communication, transmission, publication, distribution or dissemination of any material which is, may be or is intended to be a hoax or is of a defamatory, offensive, abusive, obscene, indecent or menacing nature or in breach of any intellectual property right;
  - (viii) for the processing of automated or manual "personal data" in contravention of Data Protection Legislation; or
  - (ix) otherwise in any manner which does not comply with the terms of any applicable law, legislation, regulation, direction or any licence or authorisation applicable to the Customer or any instructions given by the Service Providers from time to time.
33. The Customer hereby agrees to avail of the broadband service subject to the provisions of any legislation, regulations, bye-laws or codes of practice applicable to such use.
34. The Customer shall ensure that all persons having access to the broadband service or the equipment comply with this Agreement.
35. The Customer shall ensure that all Equipment is maintained and kept in good working order.
36. The Customer shall comply with all reasonable instructions given to the Customer by the Service Provider in relation to the use of the broadband service.
37. The Customer warrants that all information and details provided by the Customer to the Service Provider in his/her Customer Acceptance Form are true and accurate and the Customer shall promptly advise the Service Provider immediately in writing or by contacting the Service Providers Customer Care team with any changes to that information (including without limitation, the Customer's name, address, email address and/or telephone number).
38. The Customer shall indemnify and hold the Service Provider harmless against all liabilities, claims, damages, losses, expenses and proceedings howsoever arising from or in any way connected with the use by the Customer or any other person of the broadband service and/or the Equipment provided under this this Agreement and/or any breach of this Agreement by the Customer.

#### **Use of Information**

39. The Service Provider shall process your personal data (as defined in the Data Protection Legislation) in accordance with the Data Protection Legislation.
40. Customer information obtained by the Service Provider through an application for or the use of the broadband service may be processed by the Service Provider for their own business purposes. By entering into this Agreement, the Customer explicitly consents to the use of Customer information for these purposes which include account management, market research, customer profiling, product and service development, product and service marketing and customer care, efficient operation of the broadband service and other legitimate business purposes. The Customer shall be deemed in accepting these terms and conditions to have given consent for the use of his information for such purposes. The use of such information for purposes other than those outlined in this Agreement shall be subject to the Customer's consent as given in its Customer Acceptance Form and the Customer Authorisation.
41. Personal information will be retained for a reasonable period of time in a secure environment. Please note that Customer calls to the Service Providers user support service may be recorded for training and quality control purposes.
42. The Service Provider will find it necessary to disclose certain Customer information to Vodafone group companies, other licensed telecommunications operators and the Service Providers agents for the purposes of providing the broadband service and also to third parties (including other telecommunications operators) for the purpose of administration, account management, customer profiling, market research, fraud prevention, broadband service and product development, insurance claims processing, porting and other legitimate business purposes. Personal data is not otherwise disclosed to third parties, save where required or permitted by law.
43. The Service Provider may use the Customer's contact details from time to time to contact the Customer about Vodafone promotions, products or services which may be available to the Customer or to send the Customer details of such promotions, products or services. The Customer hereby explicitly consents to such contact while the Customer is availing of the broadband service and for a period of 12 months after the Customer ceases to avail of the broadband service. The Customer may indicate in its Customer Acceptance Form or contact the Service Providers customer care at any time that it does not wish to receive such communications

#### **Force Majeure**

44. Neither party shall be held in breach of its obligations hereunder (except in relation to obligations to make payments) nor be liable to the other party for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including, without limitation, any act of God, failure, interruption of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labour disturbance, acts or omissions of Government, regulatory authorities or other circumstances beyond the control of the parties ("Force Majeure").

#### **Customer Termination**

45. The Customer shall, on written notice to us and subject to returning any Service Provider owned Equipment to us, have the right to terminate this Agreement without penalty at any time before or after the Commencement Date.

#### **Assignment**

46. The Service Providers may freely transfer this Agreement in whole or in part including any debts due under the Agreement without notice and without consent.
47. This Agreement is personal to the Customer. The Customer shall not, except with the Service Providers' written consent or in accordance with the Service Providers standard transfer procedures, assign or otherwise transfer the Agreement in whole or in part.

#### **Waiver**

48. Failure by any party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or enforcement thereof, or of any such right or any other right on any later occasion.

#### **Governing Law**

49. This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.

**Definitions:**

"Commencement Date" means the date when the Service Provider accepts the Customer Authorisation and connects the Customer to the broadband service, whichever is the earlier. The Service Provider will communicate an estimated Commencement Date to you in advance but this date is not guaranteed;

"Customer Acceptance Form" means the Customer's application for the broadband service. The form, content and medium of the Customer Acceptance Form (in writing, on-line or via other means) shall be as specified by the Service Provider from time to time;

"Customer Authorisation" means the process completed by the Customer to approve the provision of the broadband service and which contains information as the Service Provider may reasonably specify. The form, content and medium of the authorisation process (in writing, on-line or via other means including third party verification) shall be as specified by the Service Provider from time to time;

"Data Protection Legislation" means the Data Protection Acts 1988 and 2003 and any amendment, replacement or supplement thereto, from time to time;

"Equipment" means any Service Provider or Third Party Equipment as required for the supply and use of the broadband service;

"Third Party Equipment" means any equipment of a third party which is supplied by the Service Provider as part of the broadband service as set out in these terms and conditions;

"Vodafone" means Vodafone Ireland Limited, MountainView, Leopardstown, Dublin 18.