

## V Auto

V-Auto by Vodafone ('V-Auto') is a Subscription service which – through the combination of a hardware device installed in your car, a smartphone application and the Vodafone mobile network – enables you to make your car 'connected'. V-Auto gives you access to real time information and useful services more details on which can be found in the V-Auto App (the 'Services').

V-Auto is offered to you by Vodafone Ireland Limited ('We', 'our' or 'us') in accordance with these terms and conditions. Registered Office: MountainView, Leopardstown, Dublin 18. Registered in Ireland with a company number 326967.

### 1. Requirements for using V-Auto

In order to use V-Auto you must:

- a. purchase a V-Auto device ('V-Auto Device');
- b. download the V-Auto mobile app ('V-Auto App'), and sign up with your Vodafone account or register;
- c. purchase and activate a subscription to V-Auto via the V-Auto App ('Subscription'); and
- d. install the V-Auto Device in your compatible vehicle (compatibility information can be found at <https://shop.v.vodafone.com/IE/V-Auto>

Your agreement is made up of these Vodafone V-Auto Terms and Conditions which covers the subscription to V-Auto services and use of the V-Auto Device; and the V-Auto App Terms and Conditions which covers the use of the V-Auto App; and our Privacy Policy.

### 2. Your subscription

2.1 You must have a valid Subscription in order to access and use the V-Auto Device and Services (as defined below).

2.2 Subscriptions can be purchased via the V-Auto App and will start when you subscribe, provide valid payment details and accept these terms and conditions. Your Subscription will be for a rolling period the length of which will be set out prior to subscribing (the 'Subscription Period') and will automatically renew at the end of each Subscription Period until cancelled or terminated.

2.3 Automatic cancellation: You will need to install your V-Auto Device in your car within 7 days following the date you first registered for the monthly subscription. If you do not do so, your Subscription will be automatically cancelled and we will reimburse your monthly subscription payment in full. If your current Subscription has been automatically cancelled you can purchase

and activate a new Subscription.

2.4 Cancellation: You can cancel your Subscription during the first 30 days following the date you first registered for the monthly subscription ('Cancellation Period') by contacting us. Upon cancellation, we will reimburse your monthly subscription payment: (i) in full, provided you have not activated your V-Auto Device by installing it in a vehicle; (ii) where you have installed your V-Auto Device during the Cancellation Period you will be reimbursed a pro rata amount (activating your V-Auto Device will be regarded as your request for the Subscription to commence, including during the Cancellation Period).

2.5 Termination: Following the Cancellation Period, you may terminate your Subscription if you no longer wish your Subscription to be renewed. The termination will take effect from the end of the then current Subscription Period. You will continue to be able to use V-Auto until the termination takes effect.

2.6 Effect of Termination: If you terminate your Subscription you will not be entitled to any subscription refund, even if you do not actively use the Services during such time. Following termination, you will be unable to use the V-Auto Device (unless you activate a new Subscription), you may still be able to access the V-Auto App to look at historic data but the functionality will be limited.

2.7 The V-Auto Device will be disassociated from your account 7 days following the end of your Subscription. It will then be available for re-registering to a new user account. If you wish to disassociate a V-Auto Device sooner, please contact customer support.

### 3. Payment

3.1 The charges for your Subscription ('Fee') will be as set out in the V-Auto App or V by Vodafone App and will be charged in advance at the time you activate your Subscription. Subscriptions are recurring. This means that when the Subscription Period is complete, a further payment will be taken from your account and if successful the Service will be extended for another Subscription Period. The Fee will be charged automatically on the first day of each subsequent Subscription Period until the end of your Subscription.

3.2 Existing Vodafone Mobile Customers: As an existing Vodafone mobile customer the Fee will be charged to your Vodafone Mobile Bill.

3.3 Options: We may offer optional Services within the V-Auto App that can be purchased for an additional fee ('Options'). Options may be purchased if you have a current Subscription.

Options may be charged on a one-off or recurring subscription basis and the applicable charge and charging model will be made clear at the time of purchase. All Options will automatically terminate at the end of your Subscription.

3.4 You will not be entitled to the Services if we are unable to charge you for the amount due either at the time of first activating your Subscription, on a renewal, or in respect of an Option at the time of purchasing that Option or on the Option's renewal where applicable.

3.5 We will charge VAT if it applies to your Subscription or Option.

#### **4. The V-Auto Device**

4.1 Your purchase and use of the V-Auto Device may be subject to separate terms from your retailer and hardware terms included with the V-Auto Device. For example, in respect of hardware warranties and returns policies.

4.2 You are responsible for ensuring (i) that your vehicle is compatible with the V-Auto Device, in accordance with the compatibility information that we will make available to you, and (ii) that use of the V-Auto Device with your vehicle is in accordance with your agreements with third parties (including the manufacturer and dealership).

4.3 You are responsible for correctly fitting the V-Auto Device into your car's OBD2 port, following the guidelines provided in the V-Auto App, FAQs and, if necessary, by our support team.

4.4 You acknowledge and agree that the Services will only be available and accurate provided that the V-Auto Device remains properly installed and is not damaged. You are responsible for ensuring that the V-Auto Device remains correctly installed.

4.5 If you have any concerns regarding the proper functioning of your car or the V-Auto Device, you should remove it as soon as possible and contact us.

4.6 Mandatory firmware updates may take place from time to time. These updates may be done remotely without notifying you first. We will use reasonable endeavours to ensure these updates take place when the car is turned off and therefore not in use, however, if you use your car while a firmware update is in process, the Services may not be available until the update has been completed.

#### **5. The V-Auto Services**

5.1 We may add or remove Services from time to time. Some Services may be made available to you as Options that can be purchased in addition to an ongoing Subscription. You may be able to switch some of these Services off or on in the V-Auto App, however the Services will be only available to you

if they are active.

5.2 The Services are provided to you for your private and non-commercial use.

5.3 The Services are provided for information purposes only and are intended solely as a support to general good practice in driving and vehicle use.

#### **6. Auto SOS**

6.1 Auto SOS is part of the Services. When Auto SOS is active, if the data measured by the V-Auto Device indicates that you may have been involved in a serious accident (for example a serious and sudden deceleration), a trained member of our operating centres will try to reach the account holder by calling their registered mobile phone (this may not be the driver of the vehicle). We will assess whether assistance is required and will make reasonable efforts to provide appropriate assistance. Where we consider it appropriate and subject to local law we may also attempt to contact the emergency services PSAP (Public safety access point). You acknowledge that:

6.1.1 Auto SOS is not an emergency service. It is intended to complement generally available safety features and emergency services.

6.1.2 We do not guarantee (i) that Auto SOS will be initiated in all cases (for example, it may be affected due to external factors referred to in these terms, or because the nature of the accident may not be such that it can be identified by the V-Auto Device); or (ii) that emergency services will respond or provide assistance in a timely manner or at all.

6.1.3 Auto SOS is only available in Ireland

6.1.4 In the event the Auto Device is damaged, including as a result of the accident, Auto SOS may not be available.

6.1.5 If applicable laws require an emergency to be confirmed before emergency services provide assistance, we will not contact emergency services until you have confirmed that an emergency exists. Where confirmation is not required, emergency services will only be contacted in cases where there is overriding evidence that a serious incident has occurred.

6.1.6 Auto SOS will not operate if you move the V-Auto Device to a vehicle other than the one in which it was originally installed. To avoid any issues, please contact us if you wish to use your V-Auto Device in a different car.

#### **7. Availability of V-Auto**

7.1 The Services are provided using a telematics unit installed in your vehicle (the V-Auto Device) that receives Global Positioning System ('GPS') satellite signals and communicates with Vodafone's telematics platform and our response

centres using wireless ('GSM') and landline communication networks.

7.2 We aim to provide you with V-Auto and its Services at all times. However, due to the nature of the underlying mobile and other technology involved, you acknowledge and agree that the Services (or part of the Services) may not be available at times or in particular locations and may be adversely affected by physical features beyond our control, including, network overload, weather conditions, electromagnetism, the vehicle being in a tunnel or other structure (such as a car park or garage), or in other places not covered by the GPS or Vodafone's GSM networks, atmospheric conditions and other causes of interference beyond our control (e.g. failure of GPS or GSM networks).

7.3 The Services are available to customers in Ireland and in a number of other countries (excluding Auto SOS which is only available in the Ireland). The list of countries supporting V-Auto is subject to change. Please go to <https://shop.v.vodafone.com/ie/V-Auto> for the latest list.

7.4 Even if you are able to connect to and use the V-Auto App in countries that are not officially supported this does not imply that all the Services will be available to you in such country or that they will work as intended. We therefore recommend that you check the list of countries before you travel.

7.5 Please note that accessing and using the V-Auto App on your mobile device requires an internet connection and so you may incur roaming costs depending upon your mobile tariff.

7.6 To provide you with the Services we collect telemetry information on the use of your vehicle (such as location, speed, levels of acceleration) and you may need to provide us with some information about your vehicle and yourself (e.g. your contact number), and keep this information up to date. You agree to provide us with true, accurate and up-to-date information and you assume the risk associated with providing any false, inaccurate or out-of-date information. We will treat this information in accordance with our privacy policy and privacy section in this agreement.

## 8. Your responsibilities when using V-Auto

8.1 You must keep to this agreement and our instructions when using the V-Auto App and the Services. You are responsible for anyone who uses your V-Auto App, V-Auto Device and your vehicle.

8.2 You acknowledge that V-Auto is not an insurance product or service and the use of V-Auto does not in any way mitigate your duty to obtain

adequate insurance for your vehicle and other risks.

8.3 You must not use your V-Auto Device, V-Auto App or the Services for any purpose that is abusive, illegal, fraudulent, a nuisance, harassment or for criminal activities.

8.4 You must not sell to anyone else all or any part of the Services and you must not modify or attempt to modify the V-Auto Device or the V-Auto App in any way.

8.5 You must not use the V-Auto App whilst driving. Stop the vehicle in a safe and legal manner before attempting to use it in any way.

8.6 In the event of theft, we do not guarantee that your vehicle will be successfully located or recovered using V-Auto or its Services and we shall not be liable for any loss or damage caused to you as a direct or indirect result of your vehicle being stolen. Any problems and all returns of the V-Auto Device shall be resolved in accordance with the terms and conditions provided with the V-Auto Device.

8.7 It is your responsibility to ensure that you drive and park your vehicle exercising good judgement and obeying the applicable traffic rules. We are not responsible for any fines or any other penalties resulting from the use of your vehicle.

8.8 You are responsible for informing any other users of the vehicle that the V-Auto Device is installed and that information about their trips and driving statistics is collected by the V-Auto Device and may be accessible by you. You are responsible for informing other users of the vehicle about how to disable the device if they do not wish to have their personal information collected and used.

## 9. Losing your V-Auto Device or mobile equipment

If your V-Auto Device or the mobile equipment on which you use the V-Auto App is stolen, damaged, destroyed or lost, we do not have to give you any refund for any Services that you have paid for in advance or for the cost of the V-Auto Device or your mobile equipment. You must contact us immediately so that we can prevent further activity on your V-Auto account.

## 10. Connectivity

10.1 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.

10.2 If we have to interrupt the 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 won't 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.

10.3 If the Services are materially degraded for an unreasonable period of time you may be able to leave us and receive a refund of any future Fees already paid. Contact us to discuss your options.

#### **11. Suspension and ending the agreement**

11.1 We can suspend, restrict or stop providing the Services (all or part of them) and/or your V by Vodafone account in the following circumstances:

11.1.1 If we believe your V-Auto App, V-Auto Device or the Services are being used in a way that we do not allow under these terms and conditions.

11.1.2 If we believe that your account or your mobile equipment or your vehicle is or has been gained in an unauthorised, illegal, improper or fraudulent way.

11.1.3 If you do not keep to these terms and conditions.

11.1.4 If you owe us any money related to your Subscription and you do not pay this when it should have been paid and we are unable to charge you for the due amount.

11.1.5 If you tell us that your V-Auto Device has been lost or stolen.

11.1.6 If you do anything (or allow anything to be done) which we think may damage or affect the operation or security of the Vodafone network or V-Auto.

11.1.7 If we are permanently unable to provide the Services to you.

11.1.8 If there is a change in applicable law, regulation or other binding rule that prevent us from providing you with V-Auto or any of its Services.

In these circumstances, we may also suspend your V by Vodafone account. We will try and tell you when we suspend, restrict or end your Services, but we do not have to.

11.2 In addition to the cancellation rights listed right above, we may discontinue providing V-Auto at any time upon 30 days' prior written notice to you. We will reimburse any payments we have received from you proportionate to the period of your Subscription you have not used as soon as reasonably possible.

11.3 You may cancel your Subscription and cease using V-Auto at any time, in accordance with section 2 above.

#### **12. Variations**

12.1 We may add new services to V-Auto and make changes to or withdraw any of the Services at any time. We may also make changes to the V-Auto App and change or introduce new terms to this agreement at any time. If possible we will give reasonable notice of these changes. The changes will apply when we publish details of them in a way which we consider is reasonable, for example by sending a notification via the V-Auto App or when you enter a new Subscription or purchase an Option.

12.2 We may change our charges or introduce new charges. If we increase our charges, we will give you at least 30 days' notice in a way which we consider is reasonable, for example by sending a notification in the V-Auto App. If we believe any change in our charges will not disadvantage you, we may include it without telling you.

12.3 By continuing to use the Services, you agree to these changes. If you are not happy with any of these changes, you do not have to continue to purchase any plan or option, or use the Services.

#### **13. Liability and exclusions**

13.1 We will not be liable to you for any loss of income or profit, loss of use of the Services, lost business, damage to property, or missed opportunities or loss or damage that (a) is not directly caused by us or (b) which we did not reasonably expect at the time you entered into these terms and conditions, or (c) that are caused by your failure to comply with these terms and conditions, the separate terms and conditions that apply to the V-Auto Device or any reasonable instructions provided to you in the V-Auto App.

13.2 We will not be liable to you if we cannot provide the Services because of something outside of our reasonable control.

13.3 We will not be liable to you in the event that your installation of the V-Auto Device voids any term of a manufacturer or other warranty applicable to your vehicle. Before installing the V-Auto Device you should ensure that such warranty will not be affected.

13.4 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.

13.5 The terms of this agreement will not affect any rights which you may have as a consumer

under any law and which we cannot exclude by agreeing it with you.

#### 14. Personal information

• We will collect information to provide you with the Services with the V-Auto App and the V-Auto Device when installed in your vehicle. We will collect, use, store or share your information in accordance with our V-Auto supplement which can be found at: <https://n.vodafone.ie/privacy/products-and-services.html#v-auto> and the Vodafone privacy policy which can be found at <https://n.vodafone.ie/privacy/products-and-services.html#v-cellular-products>

#### 15. General

15.1 We may transfer this agreement to anyone else at any time provided doing so does not adversely impact your rights under this agreement. If you want to transfer your agreement with us, you can if we agree. We will not unreasonably refuse the request. If we agree, we will treat you as having accepted this agreement and being responsible for any debt connected with it

15.2 If you or we fail to enforce rights under this agreement, it will not prevent you or us from taking further action.

15.3 We will send you notices by post, voicemail, text or email.

15.4 This agreement is governed by the laws of Ireland. You or we may bring legal proceedings in a court in Dublin, Ireland to sort out a dispute under this agreement.

15.5 You can find additional information regarding V-Auto in the FAQ section of <https://v.vodafone.com/ie/help-and-support>

15.6 Any problems with V-Auto should be reported to our support team who will endeavour to help resolve the issue. Alternatively, you may contact us by using the V-Auto App, V by Vodafone App or [v.vodafone.com/ie](http://v.vodafone.com/ie). If we cannot fix your issue, you may:

♣ 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 at [ec.europa.eu/odr](http://ec.europa.eu/odr). Further information on this complaints process is available on our website at [vodafone.co.uk/vodafone-uk/complaints](http://vodafone.co.uk/vodafone-uk/complaints)

Contact us  
If you need to speak to us or have a complaint, please contact us:  
Phone: 1907 from your Vodafone phone or

1800805718 (from Irish landlines or other mobiles);

Post: Vodafone Ireland, Mountainview, Central Park, Leopardstown, Dublin 18, D18 XN97; or Website: <https://complaints.vodafone.ie/>

Registered Office: MountainView, Leopardstown, Dublin 18. Registered in Ireland with a company number 326967.

## V-Auto by Vodafone – Additional Services Terms

### and Conditions

Latest update: [June 2019]

#### V-Auto Multi-User Service

Multi-user is a free add-on service available to users of V-Auto, allowing them to share their V-Auto driving experience and driving data with others. It is available to both Vodafone and non-Vodafone customers. We may add new features, makes changes to or withdraw the Multi-user service at any time. We may also make associated changes to the V-Auto App at any time. If possible, we will give reasonable notice of these changes. The changes will apply when we publish details of them in a way which we consider is reasonable, for example by sending a notification via the V-Auto App or when you send or accept an invite to use the service.

#### 1. For the V-Auto Driver

1.1. If you decide to share your driving experience and driving data with others, you can follow the instructions to send an invite through the V-Auto application (“V-Auto App”). You can share your driving data with up to 10 invitees. Invites expire after 7 days.

1.2. You will be required to insert the mobile number of the person you intend to share your V-Auto driving data with (the “Invitee”) into the V-Auto App. This data will be collected, used, stored and shared in accordance with our V-Auto privacy policy and the Vodafone privacy policy.

1.3. The Invitee does not need to be a Vodafone customer to receive and accept the invitation, but

they will need to download the V-Auto App and create an account if they don't already have one.

1.4. If the invite is accepted, the Invitee will have access to the following driving data:

1.4.1. Vehicle status (including live location, contextual cards and find my car);

1.4.2. Vehicle trips and trip events (such as speeding, hard braking, cornering and swerving); and

1.4.3. Safety score and safety score history.

The Invitee will also be able to set up motion alerts so that they know when your vehicle is on the move.

1.5 You can revoke the Invitee's access to your driving data at any time.

1.6 All other terms related to your use of V-Auto and the V-Auto App [insert local market link] shall continue unaffected.

## 2. For the Invitee

2.1. You cannot request access to the driving data of a V-Auto user. You must be invited by a V-Auto user (the "Driver") before you are able to view their driving experience and driving data.

2.2. The invite can only be issued by the Driver and they will need to insert your mobile number as part of the invitation process. This data will be collected, used, stored and shared in accordance with our V-Auto privacy policy and the Vodafone privacy policy.

2.3. After the invite has been sent, you will receive a text message letting you know you have been invited to view the driving data of the Driver. If you don't already have a V-Auto account, then before

you can accept the invite, you will need to download the V-Auto App and follow the instructions to sign up with your Vodafone account or create a new V-Auto account.

2.4. An invite will expire after 7 days, after which you will only be able to see the driving data of the Driver if they send another invite.

2.5. After you have accepted an invite, you will be given access to the following Driver data:

2.5.1. Vehicle status (including live location, contextual cards and find my car);

2.5.2. Vehicle trips and trip events (such as speeding, braking, cornering and swerving); and

2.5.3. Safety score and safety score history.

You will also be able to set up motion alerts so that you know when the Driver's vehicle is on the move.

2.6. Unless we inform you otherwise, only one vehicle can be linked to your V-Auto account. If you have your own vehicle linked to the account, this will need to be removed before you can access a Driver's data. Likewise, access can only be granted to the data of one Driver at any one time.

In the event you are invited to access the driving data of another V-Auto user, you will need to remove the existing Driver before you can accept the new invite. This feature may change over time, in which case we'll let you know.

2.7. The Driver can revoke your access to their vehicle at any time.

2.8. Your agreement to the use of the Multi-User service will be made up of these terms, the Vodafone V-Auto Terms and Conditions, the V-Auto App Terms and Conditions, and our Privacy Policy.