

## V-SOS

V-SOS Band by Vodafone (“**V-SOS Band**”) is a Subscription service which - through the combination of a wearable SOS Band, a smartphone application and the Vodafone mobile network - enables nominated caretakers to receive alerts triggered by the SOS Band and gives access to related services; more details of which can be found in these Terms and Conditions (the “**Services**”). V-SOS Band is offered to you by Vodafone Ireland (“**We**”, “**our**” or “**us**”) in accordance with these Terms and Conditions (“**agreement**”). In this agreement, “**you**” means the person paying the monthly subscription fee for the Services; we understand that this may or may not be the person wearing the SOS Band (the “**User**”). If you are not the User, you are responsible for ensuring that the User understands these terms and only wears the SOS Band if they agree to them.

### 1. Requirements for using V-SOS Band

In order to use V-SOS Band you must:

- (a) purchase the SOS Band device, available via the V by Vodafone web store ([v.vodafone.com/ie](http://v.vodafone.com/ie)) and in store (“**SOS Band**”);
- (b) download the V by Vodafone mobile app (“**V by Vodafone App**”) and the V-SOS Band by Vodafone mobile app (“**V-SOS Band App**”), sign up with your Vodafone account or register and activate your SOS Band; and
- (c) purchase and activate a subscription to V-SOS Band (“**Subscription**”) via the V by Vodafone App.

Please note that in addition to this agreement (which covers the subscription to V-SOS Band services and use of the SOS Band) and our V-SOS Band privacy policy, separate terms and conditions apply to the V-SOS Band App, These are available at <https://n.vodafone.ie/terms/v-by-vodafone.html#v-sim>

Your purchase and use of the SOS Band may be subject to separate terms from your retailer and hardware terms included with the SOS Band. For example, in respect of hardware warranties and returns policies. This is available here <https://n.vodafone.ie/terms/shop.html>

### 2. Your Subscription

2.1 You must have a valid Subscription in order to use the SOS Band and Services.  
2.2 Subscriptions can be activated via the V by Vodafone App and will start when you add your SOS Band to V by Vodafone App, provide valid payment details and accept these terms and

conditions. The Subscription term is 30 days (the “**Subscription Period**”) and will automatically renew at the end of each Subscription Period, until cancelled or terminated in accordance with this agreement.

2.3 Once you have activated your Subscription, you will need to download the V-SOS Band App, follow the steps indicated to link your SOS Band to the V-SOS Band App and provide the User’s contact details within the V-SOS Band App in order to use the Services. If you activate your Subscription but do not link the SOS Band to the V-SOS Band App or provide the User’s contact details, you will still be charged the Subscription fee, but you will not be able to use the Services (including receiving alerts from the SOS Band).

2.4 You can link up to twenty (20) SOS Bands to the same V-SOS Band account. Each SOS Band will require a separate Subscription.

2.5 Cancellation: You can cancel your Subscription during the first 14 days following the date you first registered for the Subscription (“**Cancellation Period**”) by contacting us. Upon cancellation, you will be reimbursed a pro rata amount of your first Subscription fee. Where you activate your Subscription this will be regarded as your request for the Subscription to commence.

2.6 Termination: Following the Cancellation Period, you may terminate your Subscription if you do not wish it to be renewed. The termination will take effect from the end of the then current Subscription Period, except if you terminate less than 48 hours before the end of the then current Subscription Period, in which case termination may take effect from the end of the following Subscription Period. You will continue to be able to use the V-SOS Band Services until the termination takes effect.

2.7 Effect of Termination: If you terminate your Subscription you will not be entitled to any refund, even if you do not actively use the SOS Band or the Services during such time. Following termination, you will be unable to use the SOS Band and V-SOS Band Services unless you activate a new Subscription.

### 3. Payment

3.1. The charges for your Subscription (“**Fee**”) will be as set out in the 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 existing Vodafone mobile account, so you must have a mobile plan that is eligible to pay for additional services and have sufficient credit if you pay as you go.

3.3. Non-Vodafone customers: If you do not have a current Vodafone mobile plan you will be asked to provide payment details as part of the subscription process. The Fee will be charged to the payment method you select.

3.4. Options: We may offer optional services within the V-SOS Band 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 same time as your Subscription is terminated.

3.5. We will terminate your Subscription 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. We will try to let you know where this happens.

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

#### **4. Family Members**

4.1. You will be able to add up to four (4) additional family members for each SOS Band in the V-SOS Band App (you and each additional family member are "Caretakers"). There is no additional fee to you or the additional family members. Additional family members will need to download the V-SOS Band App, accept the V-SOS Band app terms and conditions, and accept your invitation to join the family group linked to the SOS Band.

4.2. You will be able to revoke an invitation and remove family members through V-SOS Band App. If a family member leaves the family group, you will be notified in the V-SOS Band App.

4.3. If your Subscription is terminated or suspended, all Caretakers will be disassociated from the SOS Band and will not be able to use the Services. If you activate a new Subscription or reactivate a suspended one you will need to re-invite your selected family members.

#### **5. V-SOS Band Services**

5.1. If the SOS Band detects that the User may have fallen down, the SOS Band will trigger an emergency alert to each Caretaker's V-SOS Band App.

Alerts triggered by User:  
5.2. The User will be able to actively trigger emergency alerts to each Caretaker's V-SOS Band App from the SOS Band. Please see limitations outlined below.

5.3. In order to trigger alerts to the V-SOS Band App, the SOS Band needs to be active (switched on and with battery power) and connected to the Vodafone network. The User needs to be wearing the SOS Band to increase the likelihood of a fall being detected.

5.4. The SOS Band will flash different lights to indicate the User if an alert has been triggered from the SOS Band (red light), when the alert has been sent to the V-SOS Band App (yellow light) and when you or a Caretaker has indicated that the emergency is being taken care of (green light).

User Location:  
5.5. When an emergency alert has been triggered, Caretakers will receive the location of the SOS Band identified at the time the alert was triggered.

5.6. The SOS Band location is provided using a telematics unit installed in the SOS Band 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.

5.7. The GPS accuracy of the location may be affected by external factors, as explained below in these terms. By keeping the SOS Band's charger plugged in we will be able to check if the User is within range of the charger when the emergency alert is triggered, helping us to identify if the User is at home, even if the indoor GPS coverage is poor.

Intra-App communications:  
5.8. When an emergency alert has been triggered, Caretakers will be able to send intra-App communications and trigger phone calls to the User or between themselves where more than one Caretaker from the V-SOS Band App until the emergency is taken care of.

5.9. You will be able to receive notifications to your V-SOS Band App related to the battery status of the SOS Band, if the SOS Band switches off/on

or if the User removes the SOS Band. You will be able to switch these notifications on/ off in the V-SOS Band App.

## **6. Limitations of the SOS Band and the Services**

6.1. We will provide the Services with reasonable skill and care. However, we do not guarantee that they will be fault free.

6.2. We do not guarantee that the SOS Band will detect all falls or that an emergency alert will be initiated in all cases. For example, the Services may be affected due to lack of network connectivity or other external factors referred to in these terms, or the circumstances of the fall may be such that it is not detected by the SOS Band.

6.3. Fall detection limitations:

- The SOS Band uses a built-in accelerometer coupled with an algorithm to detect possible falls. The fall detection mechanism has been extensively tested against statistical data and simulated falls, however, some real falls could be different from the simulations, therefore exact limitations of the SOS Band cannot be specified.

- Further due to the complex nature of movement and the need to avoid continuous false alerts during normal daily activity e.g. the User hitting a surface with their hand, therefore certain falls may not be detected by the SOS Band.

- In order to capture as many falls as possible, the User and family member may experience some false positives when completing activities that have a similar pattern to a fall. If this happens, the User should press and hold the SOS button on the band for three seconds to cancel the alert.

6.4. We aim to provide you with the 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 atmospheric conditions and other causes of interference beyond our control (e.g. failure of GPS or GSM networks or for Service maintenance reasons), or if you and/ or the User or any caretaker are in a place inadequately covered by GPS or Vodafone's GSM networks.

6.5. SOS Bands are splash proof and were tested under controlled laboratory conditions with a rating of IP67 under IEC standards). This means that the SOS Band is resistant to water splashing;

however, it may be damaged in water immersions of more than 1 meter or during more than 30 minutes. Please note that resistance may decrease over time with normal wear.

6.6. SOS Bands require firmware updates from time to time. These firmware updates are mandatory and, if not completed, the Services will not be available or may be adversely affected.

We will notify you in your V-SOS Band App when a mandatory firmware update is required. To complete a firmware update you will need to connect the V-SOS Band App to the SOS Band (via Bluetooth) while keeping the SOS Band's charger plugged in and connected to the SOS Band.

6.7. You acknowledge the SOS Band is designed to be worn on the User's wrist, and that if used in any other way, some Services (such as fall detection) may not be available or may not work properly.

6.8. If the SOS Band is damaged, including as a result of a fall by the User, the Services may not be available.

## **7. Your Responsibilities when using V-SOS Band**

7.1. You must keep to this agreement and our instructions when using the V-SOS Band App, the SOS Band and the Services. You are responsible for anyone who uses your V-SOS Band App and SOS Band.

7.2. You acknowledge that V-SOS Band is not a medical service or a professional care product and the use of SOS Band by the User is not a replacement for appropriate care and assistance to the User.

7.3. Emergency alerts are received by way of push notifications in your V-SOS Band App. You are responsible for monitoring the activity in your V-SOS Band App. We will not monitor any emergency alerts from the SOS Band and will not know if a User is awaiting assistance, or if any alert is false or genuine.

7.4. You acknowledge that V-SOS Band is not an emergency service. We will not contact you, any Caretaker or emergency services in relation to an emergency alert.

7.5. If you are not the User, you are responsible for ensuring that the User understands how to use the SOS Band (including triggering and dismissing emergency alerts and checking the battery status) and is aware of the limitations of the Service as set out in this agreement.

7.6. You are responsible for maintaining the SOS Band with battery and for completing firmware updates notified to you in the V-SOS Band App.

You acknowledge that the Services will not be available or may be adversely affected if the SOS Band has no battery or when you have not completed a firmware update.

7.7. You are responsible for ensuring that each Caretaker is a suitable person, who you trust and consider is likely to be in a position to make appropriate decisions about an emergency alert. Caretakers should be at least 16 years old.

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

7.9. The Services are provided to you for your private and non-commercial use. You must not sell all or any part of the Services and you must not modify or attempt to modify the SOS Band or the V-SOS Band App in any way.

7.10. You are responsible for contacting us if you identify a defect in the SOS Band or in the V-SOS Band App that prevents you from using the Services.

7.11. To provide you with the Services you will need to provide us with some information about you, the User (e.g. the User's contact number) (if different) and each additional Caretaker (if any), 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.

7.12. If you are not the User, you are responsible for ensuring that the User has consented to wear the SOS Band and has consented for Vodafone to collect and use his/her contact details and track his/her location for the purposes of providing the V-SOS Band Services. You are responsible for informing the User that we will not be able to provide the Services if the SOS Band has no battery power, and of the other limitations set out in this Agreement. You must ensure that the User agrees to have their personal information collected and used by Vodafone for the purpose of the Services.

## **8. Losing your SOS Band or mobile equipment**

If your SOS Band or the mobile equipment on which you use the V-SOS Band 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 SOS Band or your mobile equipment. You must contact us immediately so that we can prevent further activity on your V-SOS Band account.

## **9. Connectivity**

9.1. Subject to coverage (see section 5, 'V-SOS Band Services', above), the Services are available when the SOS Band is located in the EEA and in a number of other countries. The list of countries supporting V-SOS Band is subject to change. Please go to <https://v.vodafone.com/ie/help-and-support> for the latest list. If the User is planning on travelling, please check the latest status of this list as it may be updated from time to time.

9.2. Even if you are able to connect to and use the V-SOS Band 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 the Services and the SOS Band will work as intended. We therefore recommend that you check the list of countries before you travel.

9.3. Please note that accessing and using the V-SOS Band App on your mobile device requires an internet connection and so you may incur roaming costs depending upon your mobile tariff. Any phone calls triggered through the V-SOS Band App will be charged in accordance with your mobile tariff.

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

10.1. 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:

(a) If we believe your V-SOS Band App, SOS Band or the Services are being used in a way that we do not allow under this agreement.

(b) If we believe that your account or your mobile equipment or your SOS Band is or has been gained in an unauthorised, illegal, improper or fraudulent way.

(c) 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.

(d) If you tell us that your SOS Band has been lost or stolen.

(e) 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-SOS Band.

(f) If we are permanently unable to provide the Services to you.

(g) If there is a change in applicable law, regulation or other binding rule that prevents us from providing you with V-SOS Band 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.

10.2. In addition to the cancellation rights listed right above, we may discontinue providing V-SOS Band 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.

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

10.4. If we have to interrupt the Services for maintenance or due to 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. 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.

10.5. 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. Variations**

11.1. We may add new services to V-SOS Band and make changes to or withdraw any of the Services at any time. Some new services may be made available to you as Options that can be purchased in addition to an ongoing Subscription. We may also make changes to the V-SOS Band 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 by Vodafone App or when you enter a new Subscription or purchase an Option.

11.2. 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 by Vodafone App. If we believe any change in our charges will not disadvantage you, we may include it without telling you.

11.3. By continuing to use the V-SOS Band App, you agree to these changes. If you are not happy with any of these changes, you do not have to

continue to purchase your Subscription or any Option, or use the Services.

## **12. Liability and exclusions**

12.1. 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 we entered into this agreement, or (c) that are caused by your failure to comply with this agreement, the separate terms and conditions that apply to the SOS Band or any reasonable instructions provided to you in the V-SOS Band App.

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

12.3. Unless our negligence causes death or personal injury, our liability to you, for each claim or a series of related claims, will not be more than the value of your SOS Band and the then current Subscription cost from the point when the liability arose or when the interruption to the Services occurred.

12.4. Except for any claim in relation to death or personal injury caused by our negligence, you have the sole right to bring a claim under this agreement.

12.5. 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.

## **13. Personal information**

We will collect, use, store or share your information to provide you with the Services in accordance with our V-SOS Band privacy policy available at <https://shop.v.vodafone.com/IE/PrivacyPolicy>.

## **14. General**

14.1. 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.

14.2. Except as stated in section 12.4, this agreement is not intended to be for the benefit of, and will not be enforceable by, any person other than you (as the person paying the monthly

subscription fee for the Services) and us.

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

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

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

14.6. You can find additional information regarding V-SOS Band in the V-SOS Band FAQ available here <https://v.vodafone.com/ie/help-and-support>.

14.7. Any problems with the V-SOS Band Services should be reported to our support team who will endeavour to help resolve the issue – please call 1907 or 1800805718 between the hours of 9am and 10pm. Alternatively, you may contact us by using the V by Vodafone App or [v.vodafone.com/ie](https://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 <http://ec.europa.eu/odr>. Further information on this complaints process is available on our website at <https://n.vodafone.ie/aboutus/code/customer-s/complaints.html>

Contact us by If you need to speak to us or have a complaint, please contact us:  
From a Vodafone mobile: 1907  
From Irish landlines or other mobiles: 1800805718

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