

## Wireless LAN services

Reviewed: 1 March 2021

### Wireless LAN Services terms and conditions - Please read carefully

1. These terms and conditions are On Demand Terms and Conditions. You are advised to check the most up to date prices and terms and conditions associated with these services before using such services. Vodafone reserves the right to alter any terms of the On Demand Terms and Conditions for legal, technical, operational or commercial reasons without further notice to the Customer. These terms and conditions, together with the Vodafone m-pay terms and conditions (together, "the Terms and Conditions") are the Terms and Conditions which apply to the supply of the Vodafone wireless LAN service (the "Service"). By continuing to register and/or use the Service you agree to be bound by the Terms and Conditions. You also agree that once the Service has started with your agreement, you will lose your statutory right of cancellation (if applicable) under the European Communities (Protection of Consumers in respect of Contracts made by means of Distance Communication) Regulations, 2001.

2. We suggest that you print out and keep a copy of the Terms and Conditions for your records. Vodafone reserves the right to vary or change the Terms and Conditions and/or the Service for any valid technical, operational or commercial reasons or if required under our license or if required by law or due to regulatory obligations, in which case, an updated version shall be made available on this page and it is your responsibility to review this periodically. Your continued access to the Service after any such changes have been made shall constitute your consent to such changes.

3. This Service is made available to you by Vodafone Ireland Limited ("Vodafone"), MountainView, Leopardstown, Dublin 18, Ireland. Registered in Ireland No. 326967. However where a third party service or content provider ("Provider") is identified as providing a particular service or application forming part of the Service then you may also be contracting directly with such Provider and your access to and use of that service or application may be subject to additional terms and conditions. For the avoidance of doubt in using any such Provider service you will still be bound by these Terms and Conditions to the extent they are applicable.

4. Not all Vodafone customers will be able to use this Service:

1. A precondition for the registration for this Service is that you are registered with Vodafone's m-pay service;
2. Some laptops may have security settings which will not allow access to the Service.
3. Vodafone shall not be responsible or liable if you cannot use this Service because it does not work with your laptop or because the Vodafone m-pay service is not available to you for any reason.

### The Service

5. Vodafone WiFi is a service that allows you to access the internet from selected wireless LAN sites (Hotspots) by using a wi-fi enabled laptop. Payments for the Service are handled through Vodafone m-pay, via your mobile phone or Vodafone Mobile Connect data card account, depending on which bill you would like the Service to be charged to.

6. You can access the Service by purchasing a session (a "Session") through Vodafone m-pay. The charge for each Session depends on the length of time you want to stay connected. You can choose whichever Session suits you most and find out the charge for such Session. Future Sessions shall be subject to charges prevailing at that time.

7. Your Session will begin automatically once you have successfully completed the Authentication Process (as defined below).

8. This Service is charged on a real-time basis. This means that once a Session begins, it is not possible to pause or stop the Session before it comes to an end and avail of any unused portion of such Session at a later time or date. If you do not use the entire Session in one sitting, you will lose any unused portion of the Session, unless you return to the Session before the Session has come to an end.

9. When your Session is coming to an end, you will receive a prompt asking whether you would like to purchase another Session:

1. If you reply that you do not want another Session, your Session will end once all the time is used up.
2. If you reply that you do want another Session, you will be directed to the Session payment page again. Your current Session will automatically end. In such circumstances you may lose any webpage, unsaved data, or any application you are working on. Any unused portion of the current Session will be added to your new Session, so long as you begin your new Session immediately.

### Vodafone m-pay

10. The Vodafone m-pay service is only available to you if you are eligible to apply for it and have successfully registered to use it. If you are not registered for the Vodafone m-pay service, you can apply to register for the service by entering your mobile number as part of the wi-fi registration process. If your application is successful, a pin number will be sent to your mobile phone and you can immediately commence using the Service. Further information and details regarding registration as well as the terms and conditions for use of [Vodafone m-pay](#). Please be aware that the data you provide to us on the initial registration for the Service will be held on the Vodafone Common Registration Platform (CRP)

11. The Vodafone m-pay service allows you to store your payment and delivery details in a secure online wallet. These details will be processed in accordance with the [Vodafone Privacy Policy](#) and will be used each time you choose to use the Vodafone m-pay service to purchase goods or services from Vodafone and third party retailers.

12. Not all customers will be able to use Vodafone m-pay and subsequently Vodafone wi-fi. Your ability to use this particular payment method will depend on whether or not:

1. You are a contract customer or a pre-paid customer of Vodafone;
2. You fulfil the particular eligibility criteria for that payment method.
3. You are a corporate customer and your company bill payer allows you to use Vodafone m-pay/WiFi
4. You have been suspended or barred from using Vodafone m-pay / wi-fi.

### Authentication process, security details and other information

13. Each time you are using this Service you will be going through an online authentication process facilitated by us (the "Authentication Process"). The provision of the Service will

commence once you have successfully completed the Authentication Process. You will not be charged for the service until you have been successfully authenticated and have chosen a WiFi session duration.

**14.** During the Authentication Process, you will be required to provide your mobile number and PIN and any other security information we may require from time to time (together "Authentication Information") as part of the Authentication Process for the Service. When choosing Authentication Information, you must not choose words that are obscene, abusive or likely to cause offence.

#### **Your obligations**

**15.** You, as the registered user of the account, will:

1. keep your Authentication Information secure and not let them become public knowledge and ensure that your Authentication Information will not be stored anywhere on a computer or your equipment in plain text;

2. if your Authentication Information becomes known to any unauthorised user, inform Vodafone immediately and change your Authentication Information as soon as possible;

3. provide true, accurate, current and complete information when registering on this website and notify us immediately of any changes or mistakes. If any information provided by you is untrue, inaccurate, not current or incomplete, Vodafone has the right to terminate your account and refuse any and all current or future use of the Service.

**16.** Your account is to be used by a single user only and you will not allow simultaneous access using your Authentication Information. You acknowledge that you are responsible for ensuring that no unauthorised access to the Service is obtained using your Authentication Information and that you are liable for all such activities conducted through your account whether authorised or not.

**17.** In particular, you must notify us immediately of any change in your mobile phone number, otherwise you may not be able to use the Service. Also, if you cease to use the Vodafone mobile telephony service, you must inform Vodafone immediately. In these circumstances you will no longer be entitled to use the Service.

**18.** You request and authorise us to rely and act upon all apparently valid communications as instructions properly authorised by you, even if they may conflict with any other instructions given at any time concerning Service requirements. We will only accept an instruction if you have passed through Authentication Process.

**19.** You agree:

1. that you will only use the Service as expressly permitted in the Terms and Conditions;

2. not to assign, re-sell or in any other way transfer your rights or obligations under these Terms and Conditions;

3. to comply with all reasonable instructions or requests of Vodafone or an authorised authority in relation to any Service or the investigation of any offences and to abide by all applicable laws and regulations (including copyright and intellectual property laws), licences, codes of practices and usage policies of connected networks.

**20.** You also agree that you will not (and shall not authorise or permit any other party to):

1. use the Service in an unauthorised or unlawful or fraudulent manner (or in a way likely to cause offence to any third party or likely to cause harm to minors in any way) or, use the Service in a manner which, to your knowledge, has any unlawful or fraudulent purpose or effect;

2. use the Service in connection with the carrying out of a fraud or criminal offence, against any public telecommunications operator or otherwise;

3. use the Service to deceive or mislead others, or to disguise the origin of any material transmitted through the Service or to disseminate any unsolicited advertising, promotional materials including "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation;

4. use the Service in any way to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

5. use the Service in any way which infringes any contract that you have with a third party;

6. modify, copy, display, distribute, transfer or sell the Service (or any part of it) or use it for free (or try to do any of these things), unless expressly permitted by Vodafone;

7. use the Service to receive, access or transmit material which is in violation of any law or regulation, is obscene, indecent, abusive, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright), privacy or any other rights or is otherwise objectionable;

8. reverse engineer or decompile (whether in whole or in part) any software used in the Service (except to the extent expressly permitted by law);

9. circumvent the Authentication Process, or any requirements, procedures, policies or regulations of any network or circumvent the security of any host, network or account (referred to as 'cracking' or 'hacking') nor interfere with service to any user, host or network (referred to as 'denial of service attacks') or do anything which is similar. Users who violate systems or network security may incur criminal or civil liability and Vodafone will at its absolute discretion fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities;

10. knowingly or recklessly transmit any electronic material (including viruses) through the Service or use the Service in any way which shall cause or is likely to cause detriment or harm, in any degree, to Vodafone or other Service users or which is likely to cause damage to Vodafone's reputation or property or the reputation or property of any third party;

11. use the Service so as to jeopardise or prejudice the operation, quality or integrity of Service, or the operation, quality or integrity of any telecommunications network, including constant high usage which causes overloading of the network or degrading of the Service for other users.

#### **Limitation of Liability**

**21.** You recognise that the Service may, from time to time, be adversely affected by events outside our control, including, without limitation, congestion, network coverage, dropped connections, the availability of Hotspots via which the Services are offered, the performance of wireless enabled devices and the maintenance of a secure network connection. In no event shall Vodafone nor any third parties involved in the provision of the

Service be liable for any losses, damages, costs or expenses arising from or in any way connected with:

1. any use or performance of the Service or any errors, defects, interruptions, malfunctions or delays in the provision of the Service;
2. the availability of or non availability of any Hotspot via which the Services are offered;
3. the acts or omissions of other providers of telecommunications or information services or for faults or failures of their equipment or systems;
4. any unauthorised access to or alteration of your computer system, software, messages, information or data otherwise arising out of the use of the Service.

**22.** Your sole and exclusive remedy for any loss that you suffer as a result of Vodafone's breach of these Terms and Conditions is to discontinue using this Service, or where you have paid us for any element of the Service, to seek a pro-rata refund for the period of breach. Nothing in these Terms and Conditions shall act to exclude or limit our liability for death or personal injury, fraud or any other liability that may not by applicable law be excluded or limited. Nothing in these Terms and Conditions affects the statutory rights of the consumer.

#### **Disclaimer**

**23.** You acknowledge that Vodafone is unable to exercise control over the security or subject matter of data, information, material and content, including but not limited to text, pictures, photographs, software, video, music, sound and graphics ("Content") available via the Service and Vodafone hereby excludes all liability of any kind for the transmission or reception of such Content of whatever nature. You are advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications will pass over third party networks over which we have no control. Unwanted programs or material may be downloaded without your knowledge, which may give unauthorised persons access to your equipment or other access device and the information stored on your equipment or other access device. These programs may perform actions that you have not authorised, possibly without your knowledge. You understand and agree that any material and/or data downloaded or otherwise obtained from the Service is done at your own discretion.

**24.** The Service is provided "as is" and to the fullest extent permissible pursuant to applicable law, Vodafone disclaims all warranties, representations and conditions, express or implied which may apply to the Service. In particular, Vodafone makes no warranties or representations:

1. as to the security, suitability, reliability, availability, timeliness, correctness, accuracy or completeness of the Service or any information, material or communications transmitted, obtained or accessed via the Service;
2. that information or materials obtained or accessed by you via Service will be free of infection by viruses, worms, trojan horses or anything else manifesting contaminating or destructive properties.

**25.** You expressly understand and agree that your use of the Service is at your own risk. It is your sole responsibility to satisfy yourself prior to using the Service in any way that it is suitable for your purposes and up to date. The Service and in particular, charges are periodically updated and you should check the Service regularly to ensure that you have the latest information. You

should also refresh your browser each time you visit the Service to ensure that you download the most up to date version of the Service.

**26.** In particular, you assume all responsibility for:

1. taking adequate precautions against all errors, defects, interruptions or malfunctions in the provision of the Service;
2. installing and executing anti-contamination software and otherwise taking steps to ensure that information, if contaminated or infected, will not damage any information or system;
3. all activities conducted through the use of your account, whether authorised by you or not;
4. any dealings with advertisers, promoters or third party vendors on the internet, including the delivery of and the payment for goods and services;
5. obtaining the consent of third parties prior to sending them messages for the purposes of direct marketing.

#### **Indemnity by You**

**27.** You accept that you will be liable to Vodafone if you are in breach of these terms or allow others to use the Service in breach of the Terms and Conditions. You irrevocably agree to indemnify us fully against and to hold us harmless on demand from all losses, costs, proceedings, damages, expenses (including reasonable legal costs and expenses) or liabilities howsoever incurred by us as a result of any claim by a third party resulting from your use of the Service (or use of the Service by anyone who accesses the Service using your Access Information) caused by your breach or non-observance of the Terms and Conditions.

#### **Changes to the Service**

**28.** We may from time to time suspend, vary or terminate the Service immediately and without prior notice at any time for repair or maintenance work or in order to upgrade or update the Service.

#### **Equipment**

**29.** You must ensure that any equipment used in conjunction with the Service is technically compatible for use with the Service and is used in accordance with any instructions, safety or security procedures applicable to that equipment. Vodafone has no responsibility for any such equipment. You undertake only to use any such equipment, which has been authorised to be used by Vodafone for the use of the Service and you shall immediately remove or cease to use such equipment, which in Vodafone's reasonable opinion causes interference with the Service or causes the Service to be disrupted in any way. In the event that Vodafone has directed you in accordance with this term and you do not follow those instructions immediately, Vodafone is entitled to terminate your access to the Service.

#### **Airtime Terms and Conditions**

**30.** The general terms and conditions of the Vodafone airtime service (or those of your service provider) shall also apply when using the Service if you have a Vodafone mobile connect card or you are using similar Vodafone connection equipment. In the event of any conflict between these Terms and Conditions and the general terms and conditions, these Terms and Conditions shall prevail.

#### **Our Rights**

**31.** All copyright and other intellectual property rights in any material (including text, photographs, videos, graphics, logos, music, sound and other material images) contained in the this

Service or the internet access software that you use to access the Service is either owned by us or by third parties or has been licensed to us by the rights owner(s) for use with our Service. You are only allowed to use this Service as set out in the Terms and Conditions.

**32.** The word or mark "Vodafone" however represented, including stylised representations, all associated logos and symbols, and combinations of any of the foregoing with another word or mark, are the trade marks of Vodafone or one of the Vodafone Group companies or third parties. ALL RIGHTS RESERVED

#### **Privacy and Use of Information**

**33.** Vodafone's usage of your personal information (if any is collected) is governed by the Vodafone [Privacy Policy](#), which forms part of this Agreement and which can be accessed at <http://www.vodafone.ie/terms/privacy/index.jsp>. Vodafone will make available to you the Service via third parties and the traffic data generated during your use of the Service will be held on such third party's systems to be able to provide and further facilitate the Service.

**34.** You agree that while Vodafone does not generally and is not required to monitor or edit the use to which you or others use the Service, Vodafone reserves the right to edit, bar or remove any Service and/or Content, at any time as Vodafone in its sole discretion believes to be necessary in order to prevent any breach of these Terms and Conditions or any breach of applicable laws or regulations.

**35.** Vodafone may further be required to disclose certain information for the purposes of legal proceedings or in respect of crime or fraud prevention, detection or prosecution.

**36.** Your information may also be used for carrying out market and product analysis on your information including traffic data and marketing our or our Group companies' products and services generally, contacting you for these purposes by automated means or otherwise, including by email, fax, mobile phone message, telephone, post and via the world wide web, WAP sites, although you can contact us at any time indicating your objections or preferences with regard to these type of marketing communications.

#### **Termination and Variation Rights**

**37.** We may suspend or terminate all or part of the Service to you or bar you from using the Service immediately if (1) you do anything (or allow anything to be done) which we think may damage or affect our commercial interests or business; and/or (2) you fail to pay Vodafone any sums due in connection with any Service; and/or (3) you supply false misleading or inaccurate information to Vodafone at any time; and/or (4) you do not comply with any of your obligations set out in the Terms and Conditions or (if applicable) any terms and conditions applicable to your contract for the use of your equipment.

**38.** The suspension or termination of your Vodafone mobile telephony service account for any reason shall also lead to the suspension or termination of this Service.

**39.** Vodafone may suspend, withdraw or change the Service generally, at any time for technical, commercial, public interest or operational reasons. In the event that Vodafone is permanently withdrawing the Service, this will be advertised with as much notice as reasonably possible prior to the withdrawal of the Service. Depending on the reason for the suspension, withdrawal or change, it may not be possible to give advance notice. Termination shall not affect the accrued rights and liabilities of either you or us.

**40.** Termination of the Service will not affect your obligation to pay for Service used by you or any third party goods or services previously purchased using the Service.

#### **Customer Care**

**41.** If you have questions relating to something you have bought you should contact the website where you made the purchase. If you have any comments or require further clarification of any aspect of the Service, please contact Vodafone Customer Care on 1907 between the hours of 9.00 and 17.00 Monday to Friday (excluding bank or public holidays).

#### **Miscellaneous**

**42.** You agree that the provision of the Service will start as soon as you have completed the Authentication Process requirements and you acknowledge that you cannot have recourse to the European Communities (Protection of Consumers in respect of Contracts made by means of Distance Communication) Regulations, 2001 to cancel the Service once it has been delivered to you.

**43.** Vodafone is regulated by the Commission for Communications Regulation (ComReg) or their replacement from time to time. For more information on ComReg go to: [www.comreg.ie](http://www.comreg.ie).

**44.** Severability - If any part of these Terms and Conditions is determined to be legally invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms and Conditions shall continue in effect.

**45.** Waiver - Vodafone's failure to exercise any particular right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Vodafone in writing.

**46.** Assignment - You are entering into these Terms and Conditions and undertake that you will not assign, re-sell, sub-lease or in any other way transfer your rights or obligations under these Terms and Conditions or part thereof. Under no circumstances may the use of the Service be resold by you. Contravention of this restriction in any way, whether successful or not, will result in the Service being terminated by Vodafone forthwith. Vodafone may sub-contract the performance of any of our obligations or may transfer our rights and obligations under these Terms and Conditions to any third party at its discretion.

**47.** Force Majeure - Vodafone shall not be liable in respect of any breach of these Terms and Conditions due to any cause beyond its reasonable control including but not limited to, Act of God, inclement weather, act or omission of Government or public telephone operators or other competent authority or other party for whom Vodafone is not responsible.

**48.** Governing Law - The Terms and Conditions are governed by the laws of the Republic of Ireland and the parties submit to the exclusive jurisdiction of Courts of the Republic of Ireland

**49.** Entire Agreement - These Terms and Conditions constitute the entire agreement between Vodafone and you for the use of the Service and they supersede all other communications.

**50.** Confidentiality - Vodafone reserves the right at all times to disclose any information as Vodafone deems necessary to satisfy any applicable law, regulation, legal process or governmental request.