

Vodafone Business Always Connected Terms and Conditions

Reviewed 03/12/2021

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

These terms govern the use of the Vodafone Always Connected ("Always Connected") service. These terms will apply in addition to the General Terms for Vodafone Business Customers and our Business Mobile Terms, each of which can be found at <https://n.vodafone.ie/terms/business.html>. By using our Always Connected service, you agree to the following terms:

THE SERVICE:

1. Always Connected is a service that is intended to give you a connection to our Vodafone 4G mobile network when there is a total loss of service on your fixed line broadband connection.
2. Always Connected is provided through a 4G mobile broadband dongle (the "Dongle") which you insert into the USB port of your Vodafone Business broadband Gigabox modem. This Dongle contains a Vodafone mobile sim card, which has a capped data allowance as set out below. If your Vodafone Business fixed line broadband experiences an issue which causes interruption to your connection, the modem connectivity will switch to the Dongle. When the issue is resolved the modem connection automatically returns to the fixed line broadband connection as normal.
3. Always Connected provides 300GB data to use per billing period via Vodafone's 4G mobile network in the case of a fixed broadband network outage or an issue on your fixed broadband connection. If you run out of data beyond the 300GB provided as part of this service, please contact us via our Care Team by calling 1907, who may add extra data as needed at no additional cost. The provision of additional data for your Dongle is at our discretion and is subject to your compliance with these terms and conditions.
4. Always Connected is an add-on service, which is additional to but independent of your primary Vodafone Business contract.
5. Always Connected is provided on a monthly recurring basis and we will continue to provide this service to you until either of us cancels the service. You can cancel the service at any time by calling 1907.
6. We may change, suspend, or discontinue the Always Connected service at any time. We may change, update, or upgrade the service to ensure we can comply with new legal or technological developments, and to protect against new or emerging security issues.
7. Always Connected is subject to a monthly recurring fee. Unless otherwise advised, this fee is €7.50ex VAT per billing period.
8. You are charged for Always Connected in advance. If the service is cancelled part way during the billing period, the service will be ceased immediately, and you will be reimbursed for the remainder of the billing period paid in advance on a pro-rata basis.
9. We may change these terms at any time. If we do, we will endeavour to give you a minimum of 30 days' notice.
10. If you have any questions concerning these terms, or you would like to contact us for any other reason, please go to <https://n.vodafone.ie/business/support/products-and-solutions.html> or call Vodafone on 1907. If you have any complaints, you can contact us at 1907 and your complaint will be managed in accordance with our complaints policy which is available here; www.vodafone.ie/aboutus/code/.

ELIGIBILITY

11. Always Connected is only available to customers who have an active Vodafone Business broadband service. Our Vodafone sales advisors will be able to check if you are eligible to purchase this add-on service.

ALWAYS CONNECTED LIMITATIONS

12. Always Connected provides a back-up broadband connection using the Vodafone 4G mobile network when there is a total loss of service on your fixed line broadband. This can occur due to factors including, but not limited to, alterations to connections and wiring inside the premises, local or exchange faults, or fallen lines due to building work or from storms and high winds.
13. In order to use the Dongle as intended, you should ensure it is plugged into the relevant port of your Vodafone-supplied modem in order for it to provide a connection after a total loss of service on your fixed line broadband.
14. Your modem must always be connected to your fixed line for your broadband to function, and your failure to connect the router to your fixed line shall not constitute a fault with your fixed line broadband.
15. Always Connected will not provide a back-up broadband connection using the 4G mobile network in the following scenarios:
 - a. Where there is a general electricity power outage. Always Connected requires electricity power to operate. In particular, your modem must be plugged in and powered on;
 - b. Where there is damage to the modem, the Dongle or the sim card;
 - c. Where there is an outage or impairment on the Domain Network Servers, on which connectivity on both the mobile and fixed network depends;
 - d. Where there is an Access Point Name (APN) outage or impairment, the APN being the gateway to the internet for devices connected over the mobile network;
 - e. If there is a general service outage on the mobile network or both the mobile and fixed network. A general service outage is when there is a service or network issue and multiple customers will be affected at the same time;
 - f. If there are billing issues and therefore your Vodafone Business broadband service has been suspended;
 - g. In the case of scheduled or unplanned maintenance works;
 - h. Where there is no, poor, or intermittent 4G coverage;
 - i. As a replacement to poor fixed connectivity. Always Connected is not a direct replacement for your fixed line broadband;
 - j. Where the Vodafone 4G mobile network is congested or otherwise impaired;
 - k. Where you have exceeded the 300GB data bundle included as part of Always Connected. Please see clause 3 on how to receive additional data;
 - l. Where the Dongle is not properly connected to the modem, the sim not properly connected within the Dongle, or where the modem is located in a position with poor mobile coverage; or,
 - m. If you terminate your fixed broadband contract with Vodafone.
16. Always Connected is compatible with Super WiFi but does not support Broadband Voice (VoIP), Card Payment Services, Out of Office access to mail server and Out of Office access to CCTV. If your devices are connected to the internet via your Dongle rather than via your fixed line:
 - a. You will be unable to use static or fixed IP addresses and any devices that are reliant on a static or fixed IP address to function, will not function as intended; and
 - b. You will be unable to make VoIP calls or utilise VoIP services on devices that are connected to the Dongle,

including calls to emergency services. We recommend that you ensure you have an alternative means of contacting the emergency services in the event that your router stops working, including without limitation where there is a total loss of service on your fixed line broadband.

17. Always Connected is strictly subject to availability of a 4G mobile network. As the Dongle connects to our mobile network, the service, speed and consistency of your connection may vary due to a number of factors, including location, coverage and demand.

USAGE

18. Always Connected is only available at your business and must only be used in conjunction with your Vodafone Business fixed line broadband modem. The Dongle must not be used in any other device and must remain in your fixed broadband modem. The provided SIM card must only be used in the Dongle.
19. The Dongle is not a direct replacement for your fixed line broadband. The Always Connected service and the Dongle must only be used for the purposes of providing a back-up broadband connection using the 4G mobile network when there is a fault with your fixed line broadband.
20. The Always Connected service is for your commercial, non-personal use only and must only be used when you have a fault with your fixed line broadband.
21. Any use of the Dongle other than as permitted under these terms will be considered a breach of these terms and may lead us to terminating your Always Connected service. Vodafone reserves the right to take such action as it considers reasonably necessary at any time and without notice to you, including (but not limited to) imposing a usage bar, suspending or terminating access to the Always Connected service where Vodafone (as it in its sole discretion shall determine) considers that:
 - a. your use of the service is contrary to any provision of these terms or our agreement with you;
 - b. such action is in your best interests;
 - c. your use of the service is or is potentially fraudulent or illegal;
 - d. you have or are attempting to damage our reputation or that of a third party;
 - e. your use of the service is in breach of these terms;
 - f. you have failed to pay the relevant subscription fee;
 - g. it is adversely affecting the Vodafone Network or other Vodafone customer's ability to use or access other Vodafone services.
22. We will not be legally responsible to you if we cannot provide the Always Connected service because of something outside of our reasonable control.

EQUIPMENT OWNERSHIP AND RETURNS

23. Equipment supplied by us to you shall at all times be the exclusive property of Vodafone. Upon termination of the Always Connected service, the customer shall return the Dongle and SIM card to Vodafone.
24. If you cancel an Always Connected subscription, a Vodafone agent will call you to organise for the Vodafone equipment to be collected by a courier. Once the appointment is confirmed, a courier will call to your provided address to collect the equipment. An agent will try to contact you two or three times to arrange this appointment. If these attempts are unsuccessful, you will get a text message informing you of the equipment recovery attempt and advising you to call 1907 to make an appointment for collection. If you don't arrange another collection you will be charged for the unreturned equipment.
25. You must take all reasonable care with the Dongle we provide to you and keep it in good working condition. Without prejudice to any other term in this Agreement, we shall be responsible for the replacement or repair of your Dongle throughout your contract provided the damage to the Dongle is not caused by you. We

- reserve the right to replace any damaged Dongle with either a new or reconditioned dongle.
26. You are responsible for ensuring that the Equipment is at all times kept safely and properly used.