

# VODAFONE NGA BROADBAND SERVICE TERMS AND CONDITIONS

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

### 1. GENERAL

**1.1.** The following terms and conditions cover your use of the Vodafone Next Generation Access ('NGA') Fibre Broadband Service (the "NGA Broadband Service") and apply in addition to and form part of the General Terms and Conditions of Vodafone Fixed Telecommunications and Broadband Services available on [www.vodafone.ie/terms/fixed](http://www.vodafone.ie/terms/fixed) and any additional Service specific terms and conditions which you have signed up to. For the avoidance of doubt the below terms will form part of and apply in addition to each participating customer's terms and conditions of their Service. In the event of any conflict between the terms, the order of precedence shall be as follows; the terms and conditions set out below first, followed by any additional Service specific terms and conditions you have signed up to and finally the General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Services. We recommend that you download and save a copy of this document for your future records.

**1.2. Definitions** The General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Service and the definitions therein shall apply. In addition the following words shall have the following meanings:

**1.2.1. Active Line** - means a line which is/may be receiving service from another telecommunications provider.

**1.3. TERM:** The NGA Broadband Service is subject to a twelve (12) month minimum term contract (the "Minimum Term") as outlined on your Customer Application Form. After the expiry of the Minimum Term, this Agreement converts to a rolling one month contract.

### 2. SERVICE AVAILABILITY

**2.1.** The NGA Broadband Service is subject to availability based on local exchange upgrades and is not universally available to all customers.

**2.2.** The provision of the NGA Broadband Service shall be subject to the following pre-conditions:

**2.2.1.** Vodafone must be satisfied, that it is technically feasible to produce a quality service on the your line in all applicable conditions; and

**2.2.2.** Your line must pass all pre-qualification testing carried out by Vodafone and/or the Access Provider and the line must be capable of activation for the NGA Broadband Service.

If any of the pre-conditions above are not satisfied, Vodafone shall be entitled to terminate the Agreement, without liability, immediately by giving notice to you.

**2.3.** You agree to delegate responsibility to Vodafone to act on your behalf in instances where an Active Line is preventing an order from completing. Vodafone will request the release of the line from the current service provider so that Vodafone can provide service to your premises.

### 3. THE SERVICE

**3.1.** Vodafone may need to access your modem remotely in order to gather diagnostic information about reported issues and to fix any customer issues using firmware upgrades or configuration changes. You agree that Vodafone may carry out such access as is necessary by Vodafone to ensure stability of service.

**3.2.** From time to time, Vodafone will carry out firmware upgrades or configuration changes to your modem in order to improve the customer experience. Where possible, Vodafone will provide you with advance notice of such upgrades or changes. However, it will not always be possible to provide such notice and you acknowledge that Vodafone may carry out such upgrades or changes without providing any advance notice to you, in certain circumstances

**3.3.** You may be able to use the NGA Broadband Service: a) to upload, email or transmit content; and b) to access content which is branded or provided by others and to acquire goods and services from others. Where such access is provided, Vodafone's role is limited to transmitting content to you and Vodafone does not exercise control

over the content, goods or services. Vodafone is not responsible or liable in any way for, and does not endorse, any of this content, goods or services.

### 4. SERVICE LIMITATIONS

**4.1.** You acknowledge and accept by entering this Agreement, that the NGA Broadband Service will not support existing traditional copper delivered telephony/traditional voice line dependent services such as, but not limited to; landline, and in particular calls to the Emergency Services, monitored alarm or panic/assistance button/service, Fax line, TV service using phone line, older TV set top boxes or any other service that relies on the use of a traditional copper circuit switched phone line. For the avoidance of doubt, the NGA Broadband Service, in and of itself, does not provide a PSTN service, and does not provide a voice service through which access to emergency services and caller location information is provided.

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