

Reviewed: 1 March 2021

The terms in this agreement are between you and Vodafone (also, "us", "we" and "our") regarding your use of Vodafone Secure Net (the "Service") and are in addition to the General Terms and Conditions of the Vodafone Mobile Bill Pay or Pay As You Go Telecommunications Service and any applicable Service Specific terms and conditions under which you enjoy access to Vodafone's mobile telecommunications services. For further details on the General or Service Specific terms and conditions as they apply to you please visit [www.vodafone.ie/terms](http://www.vodafone.ie/terms). Please read these terms carefully. By indicating to us that you would like to use this Service by signing or selecting a tariff bundle that includes the Service or by opting-in to receiving the Service, you acknowledge you have read and agree to these terms. If you do not agree to these terms, please let us know by contacting us by texting REMOVE to 50193 or by visiting <https://securenet.vodafone.ie/Deactivate> to opt-out of the Service.

The Service is only available when you are connecting via the Vodafone Mobile Network, it will not work when you are connected via anything that is not the Vodafone Mobile Network, such as Wi-Fi. For further details see "When Vodafone Secure Net Does Not Apply" below or please visit [www.vodafone.ie](http://www.vodafone.ie). You can find answers to commonly asked questions about the Service by visiting our FAQ section which can be found in the support section on [www.vodafone.ie/securenetfaq](http://www.vodafone.ie/securenetfaq). The Service is provided to you by Vodafone Ireland Limited registered in Ireland at Mountainview, Central Park, Leopardstown, Dublin 18, under registered number 326967.

### The Service

The Service will offer protection against security threats including viruses, trojans, spyware, adware and unwanted programs by automatically checking your network traffic when you are browsing the internet using non-encrypted communication (http) over the Vodafone Mobile Network. It will also help protect you from harmful websites such as phishing websites or sites that might contain viruses. You do not need to download or install anything in order to use the Service, it is provided over the Vodafone Mobile Network.

If you try to download a potentially harmful or unsafe file, Vodafone will block the download and alert you and if linked via the Service, the Administrator (defined below) will also be contacted via SMS if applicable. If you try to access an unsafe website, Vodafone will warn you, and where applicable the Administrator, of potential dangers before you can choose to proceed. If you attempt send or receive a potentially harmful or unsafe file as an email attachment (Webmail and POP/IMAP), Vodafone will remove the file and alert you, the file cannot be retrieved following removal.

The Service also has parental control features such as child safe browsing where a parent can restrict the types of website their child can visit and time limitations where browsing time can be restricted ("Parental Controls"). The Parental Controls will require additional registration steps to be followed in order to link Individuals (individuals with an active account on the Vodafone Mobile Network, such as your child or spouse) to your account ("Administrator").

**Using the Secure Net application:** In addition to the Secure Net settings accessible via your browser, you can download and use the Secure Net application ("Secure Net App"), available for IOS and Android. Via the Secure Net App you will be able to control settings and access additional functionality that is not available within the Secure Net web portal. You can download the Secure Net App from the app store on your device (standard data charges

may apply). New features may be added from time to time, and we will let you know if there are any additional terms and conditions that relate to your use of these features.

### Your use of the Service

We grant you a non-exclusive, non-transferrable licence to operate the Service and related software via your connection to the Vodafone Mobile Network. We and our licensors own all intellectual property rights in the Service, related software and the Secure Net App (if you've chosen to use this) and you will not have any right, title or interest in these apart from the right to use them in accordance with these terms. You agree to follow our instructions concerning your use of the Service.

The Service is for your personal, non-commercial use only, with the exception of Red Business customers, to be used on your connection. You may only use the Service for one connection; any additional connections will require an additional setup or registration.

You must ensure that your supported device meets (and continues to meet) the hardware, systems and software requirements for the Service as described at the time you begin to use the Service. You will need to re-start your handset to begin using the Service. You agree that in using this Service we may contact you from time to time to advise you on how to use, monitor and administer your service.

### Managing your account

You can manage the Service and your account at the Secure Net settings page, <https://securenet.vodafone.ie>, or via the Secure Net App.

If you wish to link another Individual's account to your account as an Administrator, please follow the instructions on the settings page or as set out below. Individuals will have to consent to you becoming an Administrator of their account and they will be notified of any subscription costs involved with their use of the Service.

1. The Administrator, via the Secure Net settings page will click on the "Add a device" button and follow the on screen instructions.
2. The Administrator will then be asked to confirm the Individuals telephone number, provide a name for the device and select the role of the individual account (e.g. a child who has no control or a spouse who can change their settings).
3. The Vodafone processing system will then check the tariff of the Individual and confirm to the Administrator if the Individual will have to pay a fee to use the Service.
4. The Administrator will receive an SMS with access to a URL that explains the Service and that the Administrator will obtain controls, offered by the Service, over the Individuals account. The Administrator must forward this SMS on to the Individuals device.
5. The Individual will click on the URL and follow the prompts, where they will be asked to confirm their Vodafone account details. The Individual will also be informed if there is any cost associated with the Service. If the Individual agrees to any costs and these terms and conditions and wants their account to be

linked to the Administrators account they will be asked to accept the terms and conditions, once accepted their account will be linked to the Administrators account.

6. The Administrator is then notified via SMS that the Individual has been added to their account. The Administrator will then be able to set the applicable controls, as provided by this Service, to that Individuals account.
7. The Individual will then receive a notification via SMS or e-mail confirming the linking of their account to the Administrators account.

You are wholly responsible for the activity that occurs on your account. You must keep your applicable account details secure, and notify us immediately of any breach or suspected breach of security or unauthorised use of your account using the customer contact details below.

#### **Cost and duration of the Service**

Unless specifically included in your tariff, the Service will be subject to a monthly fee, which we will discuss with you before you purchase but will also be set out on our website. Unless otherwise advised; this fee is €0.99 per month. All prices will be inclusive of vat, with no subscription or minimum commitments.

You may receive the Service initially for a promotional period. We will send you an SMS to confirm when your trial period will end and when the charges will apply after the trial period, there will also be details on how to opt out of the Service, which you can do at any time using the process set out below. If you have missed any payments you owe, we can suspend either the provision of the Service or your access to the Service without giving you notice.

#### **Ending your use of the Service**

In order to opt out of the Service at any time please text REMOVE to 50193 or please visit [securenet.vodafone.ie/Deactivate](https://securenet.vodafone.ie/Deactivate). You will continue to receive the Service unless you let us know you don't want it by opting out via the methods above.

If you have been added to an account by mistake or without your consent please contact Vodafone on 1907. Subject to the results of checks carried out by Vodafone, you will be removed from that account.

#### **Limitations of the Service**

We may, without notice, modify system requirements for the Service at any time. We may suspend the Service at any time to update the Service or for technical reasons. We will provide you with reasonable notice of our intention to do this, if possible.

We are not legally responsible for the operation of your device that you use to access the Service. For the Service to work, your device must be switched on, with your SIM inserted and you must be connected to the Vodafone Mobile Network or, if connected by WiFi, you have authenticated your device with the identification number you received from us via SMS). If you have multiple SIM cards each associated to a different phone number, you will have to download the Secure Net App in each of your devices independently.

The Service will alert and attempt to protect you against a number of viruses and harmful websites, however Vodafone does not guarantee that the Service will protect against every virus or harmful website. Because there are limitations to the Service, it is not intended to operate as a sole security measure on a device and may be used in conjunction with other security applications and software. The Service does not backup your data, for example,

photos or contacts. For further details see "When you are not protected by Secure Net" below or please visit [www.vodafone.ie/securenet](https://www.vodafone.ie/securenet).

#### **When you are not protected by Secure Net**

When the Secure Net icon appears on your browser, the Service is protecting your browsing. If an icon does not appear, then you will not be protected by the Service for that browsing. Apart from in the situations set out below, the Service also protects you when using your data enabled apps and we will alert you by SMS or email if we block content or a download. For the Service to work your device must be switched on, with your SIM inserted and you must be connected to the Vodafone Mobile Network. The Service does not protect you:

- When using apps with a proprietary form of encryption e.g. WhatsApp;
- When using apps or browsers which have an embedded (pinned) certificate, and 'white listed' sites;
- If you use any APN other than the following: [live.vodafone.com](https://live.vodafone.com), [isp.vodafone.com](https://isp.vodafone.com), [office.vodafone.com](https://office.vodafone.com), [hs.vodafone.ie](https://hs.vodafone.ie)
- If you use a Virtual Private Network (VPN) service;
- If you are not on the Vodafone Mobile Network (e.g.: WiFi);
- If you select an alternative roaming provider;
- If you roam on a Vodafone 4G network;
- If you access any HTTPS connections; e.g. a website or URL prefixed by https;
- When using smartphone data compression services (e.g. Opera Max);
- When using browsers that can compress and/or encrypt traffic except Opera Mini (Vodafone version), Nokia Xpress, Microsoft BOS and Google Chrome;
- Where a proxy service is used;
- Some email protocols (except HTTP, POP3 and SMTP);
- against security threats introduced by hardware, such as SD cards.
- When using a download manager, or when your download is paused for an extended length of time;

#### **Warranty**

The use of the Service is subject to the use and availability of the Vodafone Mobile Network connection.

The Service and the Secure Net App are provided 'as is' and as far as we are able to under the law we exclude all representations, warranties, conditions and other terms not expressly stated in these terms, including any implied warranties or conditions as to non-infringement of third party rights and fitness for a particular purpose in relation to your use of the Service and related software.

While we monitor the Service, and will aim to fix all bugs and errors with the Service that we are aware of, we don't warrant that your use of the Service or the Secure Net App will be error-free,

uninterrupted, available at all times, or that it will protect against all possible security threats.

**Our responsibilities to you**

We are legally responsible to you if our negligence causes death or personal injury or we act fraudulently.

We will not be liable to you for any indirect or consequential loss or for any damages whatsoever whether foreseen or unforeseen, including but not limited to:

- loss of income or profits;
- loss of use of the Service;
- loss of data; lost business, revenue, anticipated savings, goodwill or missed opportunities;
- or any loss or damage that is not directly caused by us or which we could not reasonably expect at the time you entered into this agreement.

We will not be legally responsible to you if we cannot provide the Service because of something outside of our reasonable control.

Unless our negligence causes death or personal injury, our maximum liability to you will not be more than €200 for each claim or a series of related claims.

The terms of this agreement will not affect any rights which you may have as a consumer under any applicable law and which we cannot exclude by agreement with you.

**Restrictions**

We reserve the right to suspend or end this agreement and your use of the Service at any time and without notice if you have or if we suspect you are attempting to:

- Failed to pay the relevant fee (as detailed above) in relation to this Service;
- Use the Service as a means to monitor the activities of any individual without their express consent and authorisation or use the Service to harvest personal information about other users for any reason;
- Transmit content that is unlawful, invasive of another’s privacy, or inappropriate;
- Victimise, harass, degrade, or intimidate an individual or group of individuals for any reason;
- Encourage conduct that would constitute a criminal offence or could give rise to any cause of action;
- Engage in any activity, outside of what is permitted by the Service, that otherwise interferes with the use and enjoyment of the Service by others; or
- Damage our reputation or that of a third party
- in way that allows you to circumvent or disable features or technology used in the Service unless we specifically allow you to;
- To decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for any part of the Service;

- to violate our or any other persons or entities rights (including intellectual property and other proprietary rights).

**No transfer of the Service**

You may not rent, lease, license, transfer, loan or assign your rights to the Service and the Secure Net App to another person. If you use the Service on a device and you transfer ownership of that device to someone else, then please de-register the Service on your device before you pass the device to someone else. You will be responsible for the use and payment of the Service unless you de-register this Service on that device.

We can transfer our rights and obligations under this agreement to any company, firm or person. We can only do this if it does not affect your rights under this agreement in a negative way.

**Your personal information**

You may be prompted to enter your phone number when first using the service— this is for product registration.

Make sure you keep your applicable account details secure — this is essential for your privacy and security.

Vodafone will collect and use your data to:

- Improve the Service;
- Improve the security of the Vodafone Mobile Network;
- Provide you with a higher level of security and protection whilst you are on the Vodafone Mobile Network; and,
- In relation to the provision and management of our products and services.

By way of an example here are some examples of the data we will collect and how long we will retain it.

Example	What data is involved	How long is it retained for?
Number of websites viewed	Totals - Count of how many	2 years
Number of websites blocked	Totals - Count of how many	2 years
Numbers of files downloaded	Totals - Count of how many	2 years
Number of files blocked	Totals - Count of how many	2 years

Number of websites blocked because of Parental Control restrictions (applied by Administrator)	Totals – Count of how many	2 years
Top blocked categories	Totals – Count of how many	2 years
Actual files downloaded by the Individual (IF Notify of new apps feature is turned on)	Name of file	[Instant only (Notification): without any detail or info on file content]
Aggregated top harmful files and websites attempted to be downloaded	Totals – Count of how many	2 years
Actual URLs accessed by an Individual	Specific URLs & File names	2 years
Actual files downloaded by an Individual	Specific URLs & File names	2 years

This agreement is under Irish law. Any disputes can be dealt with the by courts in Ireland.

#### Changing these terms or the Service

We may change these terms at any time. If we do, we will give you a minimum of 30 days' notice.

We may change, suspend or discontinue the Service and the Secure Net App at any time. We may change, update or upgrade the Service and the Secure Net App in order to ensure we can comply with new legal or technological developments, and to protect against new or emerging security issues.

Don't forget, you can opt-out of the Service at any time in accordance with the "Ending your use of the Service" section above.

#### Customer Contact & Complaints

If you have any questions concerning these terms, or you would like to contact us for any other reason, please go to [www.vodafone.ie/support](http://www.vodafone.ie/support) 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/](http://www.vodafone.ie/aboutus/code/).

#### General

This is the entire agreement between you and us for the Service. Should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.