

V SIM

YOUR AGREEMENT WITH US – V-SIM

Your agreement is with Vodafone Ireland Limited Registered Office: MountainView, Leopardstown, Dublin 18. Registered in Ireland No. 326967. It's made up of these V-Sim Terms and the V by Vodafone Charges Guide which cover the connectivity charges provided by the V-Sim card, acceptable use and out of country use. We also encourage you to take a look at our Privacy Policies which also make up your "Agreement" with us. You can find these documents at: <https://n.vodafone.ie/terms/v-by-vodafone.html#v-sim> and <https://n.vodafone.ie/privacy/products-and-services.html#v-cellular-products>. This agreement doesn't cover any connected device or app which will be subject to additional terms.

JOINING US AND CHARGES

The basics. When you purchase a V-Sim plan we'll agree certain things with you including the price plan for your selected device and confirmation of how much the rolling subscription will cost you. This agreement may be downloaded from our V-app onto your mobile device.

Requirements. To use V-Sim you require: (i) a compatible hardware device (sold separately); (ii) Vodafone mobile network coverage or our preferred partners; (iii) a mobile phone with the V app installed and either (i) a mobile contract that supports additional charges (via charge to bill) and, if pre-pay, sufficient credit; or (ii) a valid credit or debit card (for non-Vodafone customers). Please note that some connected devices will require a third party app in order to complete the registration process and to see the data from the connected device.

Register. Your V-Sim will not be registered when shipped. You will need to register the V-Sim, either via the V app or via the V-Sim registration process in the app for your connected device. At this point, (i) if you are a Vodafone mobile customer the V-Sim will be registered to your mobile telephone number (ii) if you aren't a Vodafone mobile customer the V-Sim will be registered to your email address and you may be subject to KYC (know your customer) queries. You can then activate an applicable price plan for your device in order to use the connectivity. You can unregister a V-Sim from your device in the V-app.

Charging and contract duration. The V-Sim is a 30-day rolling subscription which automatically

renews every 30 days unless cancelled. Your [V by Vodafone Charges Guide](#) sets out current pricing information about the plans available. We will provide you with the right tariff based on the device you want to connect. Your subscription charge will either be (i) added to your Vodafone mobile bill; or (ii) where available in respect of non-Vodafone mobile customers charged to your debit/credit card. The first payment will be taken as and when you activate the device (and on a 30-day basis thereafter).

Services provided. Your plan includes data at a level determined in accordance with the price plan for your selected device. For more information, please see "Charging" above. Voice services are only available as an ancillary service and in a restricted form in conjunction with specific smart devices. Your V-Sim must only be used for your selected device. Should you wish to move your V-Sim to another device please see "Changing Plans" below.

Limitations V-Sim will not work with mobile phones, tablets, laptops or MiFi devices. You cannot connect any devices other than the relevant IoT device you have selected. V-Sim supports out of country use in some destinations see "Out of Country Use". There may be geographies that are not supported by the V-Sim. The V-Sim may not operate with a particular device. See "Out of Country Use" below

Out of Country Use. Please see the [V by Vodafone Charges Guide](#) for inclusive out of country use details. Please check availability with your device provider before travelling.

Payment. You'll need to pay for all charges within 7 days of the date of your mobile bill. Where VAT applies, it will be included in the charges. All Charges and other payments must be paid by the due date specified on the bill. You may be charged a late payment fee if you do not pay your bill by the due date specified on the bill.

Using the services. You're responsible for other people that use your equipment and services which are only for your personal non-commercial use. We own the V-Sim card which we can change at any time and you may only use equipment that is approved for use on our network. You must not use your equipment or the services for any purpose we believe is abusive, illegal, fraudulent, a nuisance or for criminal activities. You must not use gateway devices, applications, or SIM boxes to send automated messages or make automated calls. For more information on using our services and restrictions please review the "Acceptable Use" section of our V by Vodafone Charges Guide.

Usage limits. We retain the right to suspend or terminate your tariff where your data use exceeds your selected plan expectations as reasonably set by us (for example if you state in the activation process that your device is low data demand tracker but in fact the V-Sim is used in a high data demand device). Please see our [V by Vodafone Charges Guide](#) for full details.

Changing plans. You are able to move the V-Sim to a new device charged at the same price (as detailed in the V by Vodafone Charges Guide) through the V-App. If you move the V-Sim to a device of a different price plan type, you may receive a notification that the usage is higher than expected and be asked to change your plan. If you delete the V-app which accompanies your V-Sim, you will not receive any notification. You can deactivate a plan and then, following the previously plans termination (which shall occur at the end of the 30-day anniversary of the date you subscribed which follows your termination), reactivate the same V-Sim on a different price plan. You will receive a notification if excessive usage is detected and failure to change your plan may result in our termination of your V-Sim. We reserve the right to suspend the V-Sim in the event that it identifies on-going excessive usage or other usage other than the intended use.

Changes to your terms, services or charges. We may change the Agreement, our services, or charges at any time. We'll tell you beforehand unless it relates to additional services/options you don't use regularly.

Problems with our services. We'll provide our services with reasonable skill and care. However, our services are not fault-free and are not available everywhere. There are a number of reasons why you may find problems with the services and these include weather conditions, damage to our network, the number of people using the network and so on. Please contact us if you experience a service issue and we'll attempt to fix it.

If we have to interrupt our services for maintenance or we cause 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. We'll not be responsible for any loss of service due to something outside our reasonable control. 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.

Lost or stolen equipment. We recommend that you deactivate and cancel your subscription via the V by Vodafone App if your V-Sim is lost or stolen.

LEAVING US / SUSPENDING THE SERVICES **If you want to end the Agreement:**

You can cancel or terminate your subscription via the V by Vodafone App. Simply click on the device title within the app and click on the plan and then click "deactivate".

You can cancel your subscription during the first 30 days following the date you first registered for the subscription ("**Cancellation Period**"). We will reimburse your subscription payment: (i) in full, provided you have not activated your device; (ii) where you have activated your device during the Cancellation Period you will be reimbursed a pro rata amount (where you activate your device this will be regarded as your request for the subscription to commence).

After the Cancellation Period if you do not wish your subscription to be renewed you can terminate your subscription at any time ("**Termination**"). The Termination will take effect from the next 30-day anniversary of the date you subscribed except where you terminate less than 48 hours before your next 30-day anniversary date in which case termination will take effect from the following 30-day anniversary.

Once terminated you will continue to be able to use your device until the end of the current Subscription Period, after which your Subscription will end.

Effect of Termination: If you terminate your subscription you will not be entitled to any subscription refund.

If we want to suspend our services or end the Agreement. We may suspend our services or end the Agreement if,

- (i) you don't pay any charges on time;
- (ii) you don't keep to this Agreement;
- (iii) we believe your device or the services are being used in a way that we do not permit or in a way that may damage or affect the operation of our network; or
- (iv) you become bankrupt or make an arrangement with creditors. Where we end the Agreement in this

way termination fees will apply. We may need to suspend our services if asked to do so by regulators or if required by law.

We may end the Agreement if we are permanently unable to provide our services to you.

WHAT WE DO WITH YOUR INFORMATION AND CONTACTING US

What do we do with your data? We along with companies in the same group as us may collect, use and share your personal information and information about the type of calls you make in order to support our services, manage your account, and provide customer care activities.

Sharing your data with third party agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

For our Privacy Policy and further details explaining how the information held by fraud prevention agencies may be used, please ask an advisor or visit <https://n.vodafone.ie/privacy.htmlh>

Contacting us and complaints. We'll send you notices by post, voicemail, text or email. If you need to speak to us or have a complaint, please contact us on:

Phone: 1907 from your Vodafone phone or 1800805718 (from Irish landlines or other mobiles);

Post: Vodafone Ireland, Mountainview, Central Park, Leopardstown, Dublin 18, D18 XN97; or

Website: <https://n.vodafone.ie/forms/consumer/customer-complaints.html>

If we can't fix your issue, you may

(i) If you are unhappy about the Services or if you wish to raise a dispute with us in relation to anything in this Agreement, contact Customer Care or log onto www.vodafone.ie/aboutus/code/custcare/escalation for detail on procedures, including the Online Dispute Resolution Platform. Details on the settlement of disputes and how to request a refund or compensation from us for failures by us to meet contracted service quality levels is detailed in our Code of Practice which is available on <https://n.vodafone.ie/aboutus/code.html>. If, at the end of the complaints process, you feel your complaint has not been properly addressed, you

can contact the Commission for Communications Regulation at www.comreg.ie.

(ii) if you have an issue with goods or services bought online you can refer to the EC Online Dispute Resolution website at: ec.europa.eu/odr. Further information on this complaints process is available on our website at: <https://n.vodafone.ie/aboutus/code/customers/complaints.html>

OTHER USEFUL INFORMATION

Liability. We will not be legally responsible to you for any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into the Agreement with you, for example, loss of income, business, profit, savings and missed opportunities claims. We will not be legally responsible to you if we cannot provide the services because of something outside our reasonable control. Unless our negligence causes death or personal injury, there is a defect or our services are not provided with reasonable care and skill, our liability to you will not be more than €3,000 for each claim or a series of related claims. The V-Sim can be used in a number of third party devices and in respect of other third party services. Vodafone is responsible for the V-Sim but not the services that you access to use third party connected devices, such as third party apps. We do not accept any liability for the use of such services nor make any guarantees as to availability of the service or the performance of third party hardware or services in conjunction with our network.

Transferring the Agreement. We may transfer this Agreement to anyone at any time provided doing so does not adversely impact your rights under the Agreement. You'll need to get our permission before transferring the Agreement and the person you are transferring to will need to pass our credit check.

General. All our services which are offered as "unlimited" (or similar) must only be used for your personal and non-commercial use.

ANNEX – TERMS FOR SPECIFIC PRODUCTS

These additional terms apply when you purchase a connected product that is sold with a V-Sim (either embedded, or supplied with the product) these products are known as "Powered By" products. The Powered By terms and conditions apply in addition to these V-Sim terms.

The services that you access to use Powered By products are provided by separate third party service providers. These services may have their own legal terms, privacy policies and eligibility requirements. We are not responsible for the services that you access to use the Powered By products, such as third party apps. You can view T&Cs here <https://n.vodafone.ie/terms/v-by-vodafone.html#v-sim>

Registration. You will need to download and register for the mobile app of the third party service provider and accept their terms and conditions of service. Details of how to do this will be included with your device.

On-the-go Devices

V-Pet. For full functionality on connected products, an active connectivity plan and network coverage are required. Some products may also require GPS signal. If your connectivity plan is suspended or disconnected, the product services will no longer work as they require connectivity. V by Vodafone products and V-Sim subscriptions must be activated via the V by Vodafone app (available on Android and iOS devices only).

V-Bag. The V-Bag is designed for tracking on land and must not be connected/used when taken in aircraft. This device is not designed to comply with all rules and regulations around the use of connected, battery powered devices on an aircraft. This device is not designed for use in baggage stored in aircraft holds. Please check your travel providers' luggage restrictions before you travel.

V-Bag Tracker. The V-Bag Tracker is designed for tracking on land and must not be connected/used when taken in aircraft. This device is not designed to comply with all rules and regulations around the use of connected, battery powered devices on an aircraft. This device is not designed for use in baggage stored in aircraft holds. Please check your travel providers' luggage restrictions before you travel.

Multi-trackers. When you register your device and activate your V-SIM plan, your 30-day plan provides access to the third party app and service (e.g. the TrackiSafe app). If you cancel or suspend your plan you will be unable to access the app and service.

Wearable devices:

V-Kids Watch.

The device is not suitable for children under 3 years old and should not be used as a security device. It is not a replacement to adult supervision. Safe Zone notifications (see FAQs available here <https://v.vodafone.com/ie/help-and-support>) are not instant or real-time alerts and depend on the frequency of location reporting which is subject to movement of the wearer, GPS and Vodafone network coverage. Terms are available here <https://n.vodafone.ie/terms/v-by-vodafone.html#v-sim>. Kids can pair their watches with other kids watches (TCLMOVE) via Bluetooth. Parents/Guardians can see all communications in the family group, but not the communications between the kids watches