



VOXI Terms and Conditions

Call 03333 043 222 or email disability.access@vodafone.co.uk for a large print or braille version of this document.

Date: 23 / 04 / 2021

Version 1.9

Your agreement with us

Your agreement is with VOXI (trading under Vodafone Limited, registered in England under number 1471587) at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN. It is made up of these Terms, and the VOXI Pricing Guide. We also encourage you to take a look at our Acceptable Use Policy which also makes up your "Agreement" with us. You can find these documents at www.voxi.co.uk/terms.

You should also look at our Privacy Policy on how we use personal information and Cookie Policy at www.voxi.co.uk/terms.

1. Services and coverage

- a. Youagreeto keepto this Agreement when you activate your SIM card. When you become a VOXI customer, you can choose which Plan you would like to use. Your Plan is the 30 day package of services you have chosen to receive, which is updated every so often. You can change or opt out of this Plan at any time, and this change will take place at the end of that 30 day Plan. If you opt out of your Plan and do not choose another Plan, you can still use your SIM card for phone calls and texts by paying for out of plan standard charges using your top up credit. Read the VOXI Pricing Guide for more info.
- b. As a customer, you can only have one VOXI account and one active VOXI SIM card per account. However, you can have other Vodafone products on the same account or on a separate Vodafone account. (e.g. MBB, Vodafone mobile plans.)
- c. Weaim to provide you with the services at all times. We'll provide ourservices with reasonable skill and care. However, due to the nature of mobile technology, our services are not fault-free and are not available everywhere in the UK. Please check the predicted coverage in your area on our Network Coverage Checker. There are a number of reasons why you may find problems with the services, including moving home or work, weather conditions, damage to our network, the number of people using the network and so on. During busy periods on our network we may need to manage traffic to ensure everyone has access to our services. For more information on our traffic management process please see the Vodafone Traffic Management Policy. Please contact us if you experience a service issue and we'll attempt to fix it.



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d. Problems with our services. If we have to interrupt our services for maintenance or because of a technical fault on our network, you may be entitled to a partial refund based on the number of days you are without our services. If you are experiencing a materially degraded service for an unreasonable period of time, you can cancel the service at any time, please see section "5.a. If you want to end the Agreement" below. We'll not be responsible for any loss of service due to something outside our reasonable control. To receive a partial refund or end the Agreement, you must report to us a severe disruption which we will assess against your typical usage history

2. Roaming

- a. All VOXI 30 day rolling plans include unlimited standard calls, unlimited standard texts, unlimited picture messages & an allowance of general purpose data for use in the UK.
- b. We will use reasonable efforts to give you access to networks in other countries. We call this 'roaming'. In our Europe Zone your allowance of general purpose data will have a roam fair use policy of 20GB, or your plan's allowance, whichever is less, per 30-day plan. We will notify you as you approach this threshold and again once reached.
- C. If you reach this threshold, you will then be charged at a rate as set out in our Acceptable Use Policy to continue using data in our Europe Zone until you renew your 30-day plan. Please go to our Acceptable Use Policy for details of our Roaming Fair Use Policy.
- d. Our Endless Social Media, Endless Video and Endless Music Pass are available in the UK only. If you are roaming in our Europe Zone and use these apps, usage of these apps will be deducted out of your allowance of general purpose data.
- e. If you exceed your allowance of general purpose data whilst in our Europe Zone, you can either connect to Wi-Fi or buy one of our one-off roaming data extras through your online account.
- f. Overseas networks may be limited in quality and coverage. Any access to overseas networks will depend on the arrangements between us and the foreign operators. Please see the VOXI Pricing Guide for the details of roaming charges.



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3. Using the services

- a. Youareresponsible for anyone who uses your mobile services, which are only for your personal non-commercial use.
- b. You must not use your mobile services for any purpose we believe is abusive, illegal, fraudulent, a nuisance or for criminal activities. For more information on using our services and restrictions please review our <u>Acceptable Use Policy</u>.
- c. Excessive usage for unlimited data or calls. We reserve the right to suspend or throttle the service if we have reason to believe that the SIM card is being used for commercial purposes, fraudulently or is having an adverse impact / damaging our network in any way. The longest single call you can make is 3 hours.
- d. We will choose a number for you to use with your mobile device on the network. If you have an existing number, we will provide the opportunity for you to move it over to VOXI. However, we reserve the right to change your phone number if needed if you have registered with us, we will let you know if this is the case
- e. The phone number, SIM card and software in it does not belong to you and we are licensing it to you to use with the services only. We may change your SIM card or tell you to return it at the end of this Agreement.
- f. How to activate your SIM you must activate your sim in the UK. If you intend to use your SIM to roam, you must activate it first in the UK. If you do not activate it first in the UK, you will not be able to roam on that SIM.

4. Payment

a. Payment for your Plan is taken in advance: we ask that you register a payment method (e.g. debit, credit card) to pay for any recurring charges, or one time



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purchases (e.g. Extras). We will send a payment confirmation by email each time we take payment for your Plan or Extras. You will be granted a grace period of 2 days if your recurring payment for your Plan fails. If you fail to update your payment details, your Plan will be removed at the end of 2 days. Any other recurring products will be removed after initial payment failure.

b. Youneed to top-up your account to be able to use any of the services that are not included in your Plan, for example, roaming outside our Europe Zone, or if you want to use pay as you go services by unsubscribing from your Plan (for example for domestic calls). We will credit your account once we have time to process the payment in line with the rules relating to the service or the Plan. Each time you use the services outside your Plan or Extras, it reduces the top-up credit you have

5. Losing your mobile device

bought.

If your mobile device containing your VOXI SIM card is stolen, damaged, destroyed or lost, we do not have to give you any refund for any services that you have paid for in advance or for the cost of the mobile device. You must contact us as soon as possible so that we can suspend our services and stop someone else using your mobile. Your maximum liability for charges incurred up until you notify us will be as follows:

Notification within 24hrs: £100 maximum

Notification 24+hrs – 5days: £500 maximum

Notification 5 days+: all charges until you have reported to us.

6. Suspension, disconnection and ending the Agreement

a. Because you simply want to leave us. If you want to end the Agreement, because you simply want to leave us, you can cancel by contacting us. If you request a PAC or a STAC code from us because you wish to port your number to another provider or switch to another provider without a port, it will be valid for 30 days from when it is issued to you. Your service will switch to the new provider within one working day of you providing your PAC or STAC to them. When you use your PAC or STAC your Agreement will terminate at the same time your number is ported or your service is switched. If you do not use a PAC or STAC within the 30-day period, your Agreement with VOXI will continue.



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Please note that if you end the Agreement or use a PAC or STAC you may lose the value of any remaining credits or allowances.

b. If we want to suspend our services or end the Agreement.

We may suspend our services or end the Agreement if,

- (i) you use the services in a detrimental way (see Acceptable Use Policy);
- (ii) you choose not to use the service for 180 consecutive days. Using the service means purchasing a Plan, topping up or making any chargeable outbound activity;
- (iii) you breach a fundamental obligation under the Agreement;
- (iv) you use any of our services in a way that may damage or affect the operation of ournetwork;
- (v) you tell us that your mobile device containing your VOXI SIM card has been lost or stolen:
- (vi) you become bankrupt or make an arrangement with creditors. 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.

- c. Ifwesuspendthemobileservices because you have chosen not to use them (as defined in 5b(ii) above) for 180 consecutive days we will send you a text notifying you that you should purchase a Plan or top up your account or make a chargeable outbound call (but not calls to 191), send a chargeable text or use your data within the next 90 days. If you then fail to do so within 90 days from the date of the text because you have not kept to this Agreement or not used the services for 270 consecutive days, we will disconnect your mobile services and you will lose any credit held on your account.
- **d. If you want to end the Agreement**, because you simply want to leave us, you can cancel by <u>contacting us</u> or request to port out at any time please be aware that you may lose the value of any remaining credits or allowances.
- e. Wewilltrytotellyouwhenwesuspend,restrictorendyouruse,butwedonot have to.

7. Changing charges or services

a. We may change our charges or introduce new charges. If we increase our charges, we will give you at least 30 days' notice in a way which we consider is reasonable, for example by sending messages using the services. If we believe any



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change in our charges will not disadvantage you, we may include it without telling you.

- b. We may make changes to or withdraw services at any time and we can make changes to or introduce newterms to this Agreement at any time. If these changes are of material detriment to you, we will give you 30 days' notice. The changes will apply when we publish details of them in a way which we consider is reasonable, for example by sending messages using the services.
- c. By continuing to use the services, you agree to these changes. If you are not happy with any of these changes, you do not have to continue to top up your account or use the services.

8. What we do with your information and contacting us

- a. What do we do with your data? Our Privacy Policy sets out how we and our group companies may collect, use and share your personal information. You will find the latest Privacy Policy and Cookie Policy on our Website at www.voxi.co.uk/terms and you should check back every now and then for the latest version. For any queries, you can contact us at customerdataquery@vodafone.com
- b. Fraud prevention agencies. The personal information we collect from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details explaining how the information held by fraud prevention agencies may be used please visit www.vodafone.co.uk/privacy. 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 refer to our Help and Support page for details or you can simply send your complaint to VOXI at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN. If it is privacy related, please see www.voxi.co.uk/privacy or you can contact us at customerdataquery@vodafone.com;
- c. 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 refer to <u>help.voxi.co.uk</u> for details or you can simply send your complaint to VOXI at Vodafone House, The Connection, Newbury, Berkshire, RGI4 2FN;
- d. If we can't fix your issue, you may
 - (i) ask that the matter is referred to an <u>independent ombudsman</u> under our <u>Customer Complaints Code</u> or by <u>contacting us</u>; or



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(ii) if you have an issue with goods or services bought online you can refer to the EC Online Dispute Resolution website

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9. Other useful information

- a. Liability. We'll 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.
- b. 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.
- c. Your number. When you use your mobile device, your number may be shown to the device being contacted. Your number will always be shown if you contact 999 or 112.







