

## Relevant extracts from Vodafone general terms and conditions

### Vodafone Home Broadband and Phone terms and conditions

#### 4 USING THE SERVICES

4.1. You are responsible for other people that use your equipment and services. You must not (i) use the equipment or service for any purpose that may be abusive, a nuisance, illegal, or fraudulent; (ii) do anything that causes the network to be impaired; (iii) use automated means to make calls, texts or send data (including via a GSM Gateway). For more information on using our services and restrictions please review our [Acceptable Use Policy](#)

4.2. Broadband Speed. Speeds may vary significantly by location and are dependent on all equipment meeting minimum specifications, being fully functional and working at full speed. Other factors can also impact internet speeds.

4.3. Downloading third party content. A copyright owner's permission may be required for downloading protected content. Downloading protected content without the copyright owner's consent may constitute a criminal offence. Please see our [Acceptable Use Policy](#)

### Vodafone Broadband – Acceptable use policy

#### 1. Introduction

1.1 Any reference to "We" in this Policy shall be a reference to Vodafone Limited or any other member of the Vodafone Group. Any reference to "You" shall mean you and anyone else that you allow to use the Service including anyone who uses the Service due to your removal of, or failure to maintain, the wireless encryption security on your wireless router.

1.2 We may update or amend this Policy at any time, so please check our website regularly at [www.vodafone.co.uk/broadband](http://www.vodafone.co.uk/broadband) for any updates to this Policy or our Terms. Your continued use of the Service after any change to the Policy constitutes acceptance of the updated Policy.

#### 2. Your use of the Service

2.1 You must not use our Service in any way that is unlawful or illegal in respect of the laws and regulations in force from time to time in the United Kingdom ("Laws").

2.2 You have an obligation to use our services for private, personal, and legitimate consumer purposes only. Failure to adhere to the policy may mean a loss of, or restriction to your Service

2.3 You must refrain from any use of the Service that could be to the detriment of any other users.

2.4 We may in certain circumstances be legally obliged to disclose information to relevant authorities, regulators, law enforcement agencies and other third parties. In any event, we reserve the right to notify these entities of any acts that may constitute unlawful conduct.

2.5 You understand that unauthorised access to computer systems may constitute a criminal offence.

2.6 You are solely responsible for your use of the internet and any web space that you own or control.

2.7 You must not use the Service to access, download, send, receive, store, distribute, transmit, upload or in any way deal with material or data that:

- i. violates any Laws;
- ii. is or may be offensive, threatening, defamatory, racist, abusive, harassing, invasive of privacy, obscene, harmful, indecent or menacing;
- iii. is or may be harmful to minors;

- iv. breaches any third party's rights (including any third party intellectual property rights);
- v. damages or may damage our name and/or reputation or the name and/or reputation of our sub-contractors or agents; or
- vi. to be for criminal or fraudulent purposes or effect, including but not limited to impersonating another person or otherwise misrepresenting yourself as the source of any communications.

2.8 You must not use the internet to send information that has forged addresses or are deliberately constructed to adversely affect remote machines or other computer systems.

2.9 You must ensure that you do not send or allow the sending of unsolicited bulk emails, spam emails, "mailbombs", messages, or any other form of email or Usenet "abuse". This applies to both materials that originates on your computer systems and also third party material passing through your computer systems.

2.10 You must ensure that your computer systems and network are not configured in such a way that others are able to exploit them in order to disrupt the internet or any other third party network. This includes but is not limited to ensuring that your network cannot be exploited as an open mail relay, open proxy server, or as a component of a wider network used in denial, or distributed denial of service attacks by third parties.

2.11 We reserve the right to restrict access to any illegal content. However, we do not monitor all content available through the Service and, as such, we cannot guarantee that you will be unable to access illegal or offensive content on the internet. We therefore recommend that you install appropriate security measures on your computer systems, including parental controls and up-to-date virus protection and firewalls.

2.12 You must not resell our Services. You're not to use, or allow anyone else to use, our Services to contact numbers that pay any type of revenue (including, but not limited to, call forwarding services, concurrent calling, paging services, onward calling services).

2.13 You must not establish, install or use a gateway device (including devices tethered via cable, Bluetooth or Wi-Fi, to a computer or the internet for the purposes of making large volumes of calls).

2.14 You are not permitted to spend more than £240 per month and £40 for any single transaction, when using our Services, to call numbers beginning with the following prefixes;

- i. 118;
- ii. 0871;
- iii. 0872;
- iv. 0873.

### **3. Third Party Providers and traffic monitoring**

Please note that the third party service providers which we use to provide the Service may carry out regular traffic monitoring activities across the network. Please be aware that they may reserve the right to throttle or limit your access to the Service in order to ensure that the network and data exchanges are protected for the rest of our customers

### **4. Network security**

4.1 You must not take any action that could inhibit or violate the network security of any person or company (including Vodafone) or that could adversely affect their use of the internet.

4.2 You must not adapt, modify or reverse engineer any part of the Service or equipment.

## **5. Actions we may take**

5.1 We may, at our sole discretion, run manual or automatic systems and monitoring in order to ensure that you remain compliant with the terms of this Policy at all times (for example we may scan for open mail relays, or open proxy servers). By accessing the internet via our Service you are deemed to have granted us permission to access and monitor your computer systems and networks.

5.2 We may block any electronic communication that we reasonably consider to have breached this Policy.

5.3 If we become aware that you may have breached this Policy, we reserve the right to take any action we believe to be appropriate including, but not limited to:

- i. investigating the possible breach;
- ii. notifying you by email;
- iii. contacting you by email or phone to gather further information or to discuss our concerns;
- iv. issuing you with a formal warning;
- v. restricting your access to the Service;
- vi. suspending your access to the Service with immediate effect; and/or
- vii. terminating your account with us and disabling your access to the Service (with or without notice).

5.4 We may take any of the above actions that we deem appropriate, but we will always try and work with you before taking any action that will affect your use of the Service.

## **6. General**

6.1 We'll use your personal data and other account information in connection with any investigation carried out by Vodafone in accordance with this Policy and our Vodafone Broadband and Home Phone Privacy Policy, including by disclosing it to any third party authority that we consider has a legitimate interest in any such investigation or its outcome.

6.2 The copyright, trademarks, domain names and other intellectual property rights in any content, software or other materials ("Vodafone Materials") which we provide to you belong to us or our suppliers or licensors. We grant you a licence to use the Vodafone Materials in order to receive and enjoy the benefit of the Service, but you agree not to copy, modify or publish the Vodafone Materials (although you may take one copy of any software to be kept and used as a back-up) and agree not to supply the Vodafone Materials to any other person.

6.3 We are not responsible for any third party content or material which you may be able to access through the Service.