

## Terms and Conditions for Vodafone Wi-Fi

### Vodafone India Limited

Please read these Terms and Conditions carefully as they govern your use of the Vodafone Wi-Fi ("the Service") \*1.

For this Services, you / your shall mean a person accessing, downloading or availing the Services and We / Vodafone shall either mean Vodafone India Limited or any its affiliate entities providing telecom services in their respective licensed circles.

In case any of the terms and condition stated herein conflicts / contradicts with any of the terms and condition mentioned in the Customer Application Form, then the terms and condition of the Customer Application Form shall supersede.

#### 1. Agreement

Your use of the Vodafone Wi-Fi (hereinafter "**Services**") is contingent upon your understanding and accepting the following terms. You acknowledge and agree that by accessing or using the Services or by entering the password on your mobile phone, you are indicating that you have read, understood and agree to be bound by these terms, whether or not you have registered with Vodafone. If you do not agree to these terms, then you have no right to access or use the Services and you should not access or use them.

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable. This electronic record is generated by a computer system and does not require any physical or digital signatures.

#### 2. About the Service

Vodafone Wi-Fi Service allows you to access the internet and receive data through your compatible mobile device using the wireless technology. The Service is only available on compatible Wi-Fi enabled mobile devices and these devices should meet the minimum requirement required to access the Wi-Fi Service safely. The Service will be available in selected locations. We may add or remove locations from time to time so please ensure you regularly check our location by sending HOTSPOT PIN code to 199. For e.g.: if you PIN code is 400013, then type HOTSPOT 400013 and send the same as an SMS to 199(Toll free).

Wi-Fi Services are subject to Wi-Fi network availability, so in places where Wi-Fi network is not available then the respective 4G, 3G or 2G networks will be made available on the concerned mobile device. It is understood and agreed by you that Wi-Fi network is not available

everywhere or all the time. For checking on the Wi-Fi network availability you are requested to view for the icon on your mobile handset / device (icon type may vary).

Once you have exhausted the 4G/3G pack allowance in any validity period, there will be no Wi-Fi available to the pack that was being used by you. We may endeavour to inform you when you are approaching your limit, but the responsibility to monitor usage and pay additional charges if any remain yours. Vodafone also reserves the right to restrict or prohibit usage above the allowance. Wi-Fi actual data speeds vary depending on your handset / device; the number of other users on a Wi-Fi spot etc. Vodafone makes all reasonable efforts to provide all our users with the highest possible data rates and quality.

### **3. Using the Service**

To access Vodafone Wi-Fi Service, you have to follow the steps below:

- a. Vodafone 4G/3G pack customers can now consume their 4G/3G pack allowance on the Wi-Fi network by selecting "VodafoneWiFi" from the list of available Wi-Fi networks and manually authenticating themselves by entering mobile number and password
- b. Post completion of 4G/3G pack quota, Wi-Fi service will not be available
- c. Customers are expected to switch off Wi-Fi and continue usage on the Vodafone 4G/3G network
- d. For access to Vodafone Wi-Fi service, customers are required to have sufficient 4G/3G quota
- e. Alternatively, Vodafone 4G/3G pack customers can install the "Vodafone Wi-Fi connect" application:
  - i. Install the mobile based application ("App") from the hosting service provider
  - ii. iOS users: <https://itunes.apple.com/in/app/vodafone-wifi-connect/id994101777?mt=8>
  - iii. Android users: <https://play.google.com/store/apps/details?id=com.vodafone.wificonnect&hl=en>
  - iv. Type in your number and accept T&C's once
  - v. Also, to avoid inadvertent usage of your 4G/3G pack over Wi-Fi, we give you a connect button that puts the choice to switch on Wi-Fi usage in your hands.

Vodafone Wi-Fi Service is available for only Vodafone 4G/3G pack Customers (Postpaid and Prepaid) and is available to authenticated users only. It would be responsibility of you to ensure that the password, where provided, is kept secret and not disclosed to anyone and to change the password immediately after installation. You shall not part with the password

with anyone and Vodafone shall not be held liable for the misuse of your facility under any circumstances.

You shall be solely responsible for the security of your account details including your login details and password. If you have reason to believe that the integrity of your account is compromised please get in touch with customer care services. Vodafone shall not be responsible for any misuse of your account. Vodafone reserves the right to take adequate steps to ensure the integrity of your Vodafone Wi-Fi Account, including requiring you to authenticate yourself in a manner and form that may be prescribed.

#### **4. Other terms:**

- i. Prices specified are inclusive of Service Tax for prepaid plans and for exclusive of Service tax for Postpaid plans.
- ii. Vodafone reserves the right to replace, amend or withdraw the service plans/add-on packs/terms and conditions (inwhole or part) at any time on reasonable notice in line with TRAI regulations.
- iii. Customers installing the “Vodafone Wi-Fi connect” application and accepting the terms and conditions hereby acknowledge that the application allows the usage of 4G/3G pack allowance on the Wi-Fi network
- iv. When you exceed allowance in any validity period, the “excess usage charges” specified in your pack may apply. We’ll endeavour to inform you when you are approaching your limit, but the responsibility to monitor usage and pay additional charges if any remain yours. Vodafone also reserves the right to restrict or prohibit usage above the allowance.
- v. Wi-Fi is a high speed data service, but actual data speeds vary depending on your handset, the number of other users etc. Vodafone may need to allocate bandwidth at busy times in order to provide all our customers with the highest possible data rates and quality.
- vi. Wi-Fi access do not include services other than those specified – e.g. voice/SMS, domestic/international roaming, video calling, mobile TV subscription, games and other content/VAS services. You can find charges for those services at [www.vodafone.in](http://www.vodafone.in)
- vii. “Usage” includes all data usage whether upload or download. “Local” means calls from your home circle to any network in your home circle. “STD” means calls from your home circle to any network within India. “Validity Period” includes date of recharge. “ISD” means calls from your home circle to any network outside India.
- viii. Browsing and usage on Wi-Fi networks outside of your home circle in India or outside India will invite additional charges based on charges levied by the host network. Availability of Wi-Fi network is subject to host network availability.

**5. Terms of Use:** Your use of the Vodafone Wi-Fi service is contingent upon your understanding and accepting the following terms:

- Access to the internet is provided for your personal use only.
- Viewing of pornographic material or any other obscene content of an adult nature is strictly forbidden.
- You may NOT use this Service to send any threatening, malicious, obscene, derogatory, defamatory or untoward messages, remarks, comments or communication whatsoever.
  
- You may not use the internet access provided by this Vodafone Wi-Fi Service:
  - a. For any purpose that may be considered contrary to any applicable law.
  - b. For any anti-national activity.
  - c. In contravention of any rules that might be specified by Vodafone.
  - d. To transmit any information or materials, which breach any laws or regulations, infringe a third party's rights or privacy, or are contrary to any relevant standards or codes.
  - e. To send unsolicited commercial or bulk electronic mail or any similar communication.
  - f. To make any fraudulent or speculative enquiries, bookings, reservations or requests or any activity of a similar nature.
  - g. Use any other person's credentials or account or impersonate any other person or indulge in any similar activity.
  - h. To transmit any obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings or a link to such material.
  - i. To hack or gain illegal access to a website or online resource or to tamper with any website or online recourse or any similar activity.
  - j. To spread, send, use, transmit or caused to be spread, sent, used or transmitted any computer virus, spyware, malware or any similar activity.

**6. Disclaimer of Warranties**

The Vodafone Wi-Fi Service is provided on an "as is- as available" basis and no guarantee, warranty or representation is made regarding the merchantability or fitness of the Service for any purpose. Further, no guarantee, warranty or representation is made as to the Service being error free or continuously available. Consequently, Vodafone Spacetel Limited shall not be liable for any claim regarding the availability (or lack thereof) of the Service and/or the bandwidth/ speed available.

VodafoneIndia Limited is not responsible for any content or representation that is contained or may be available through the Vodafone Wi-Fi Service. Vodafone does not audit or verify the content generated through this Service or the content of advertisements or third party representations that may be present on the sign-in page or landing page of this Service.

Vodafone makes no representations, warranties, guarantees or any endorsements as to the quality, suitability, functionality or legality of any products, Services or other offerings that may be advertised or made available by a third party through the Service or which may be linked to the Service. Accordingly, Vodafone will not be a party to or in any way be responsible for any transaction that may occur between you and such third parties and you should always use prudent judgment in your association with such third parties.

## **7. Force Majeure**

If at any time, during the continuance of Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, lock-out or act of GOD etc., you shall not have any claim for damages against Vodafone in respect of such non-performance or delay in performance of Service(s).

## **8. Limitation of liability**

In no event shall Vodafone be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including damages arising from your use of the Services in any manner, even if Vodafone has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction and, regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Vodafone for use of the Service. You specifically agree and understand that Vodafone is not liable to you for any content or illegal conduct of any third party and that you alone accept such risk of harm.

## **9. Modification**

We reserve the right, at our sole discretion, to modify, discontinue or terminate the Wi-Fi Service or to modify these terms, at any time and without prior notice. If we modify these terms, we will post the modification on [www.vodafone.in](http://www.vodafone.in) or provide you with the notice of modification. By continuing to access or use the Service after we have posted a modification on the website or have provided you with the notice of a modification, you are indicating that you agree to be bound by the modified terms. If the modified terms are not acceptable to you, your only recourse is to cease using the Service. We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## **10. Termination and Account Cancellation**

You agree that, in the event Vodafone has reasonable grounds to suspect that your Account may be used in a manner contrary to these terms, it may, at its discretion, suspend or terminate your account without any consequent liability. If you breach any of these terms, Vodafone will have the right to suspend or disable your Account or terminate these terms, at its sole discretion and without prior notice to you. Vodafone reserves the right to revoke your access to and use of the Service with or without cause. In the event Vodafone terminates these terms for your breach, you will remain liable for all amounts hereunder. You will not be provided any refund for unused time in your Service period

## **11. Indemnification**

You agree that you will be responsible for any damages resulting from violation of these terms and conditions to the fullest extent of the law. You further agree and undertake to indemnify and hold harmless, Vodafone as well as its directors, employees, business partners and vendors from any loss, damages and/or third party claims arising from your failure to adhere to the terms mentioned herein.

## **12. Disputes Resolution**

These terms and conditions are governed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of courts in Mumbai.

## **13. Miscellaneous Provisions.**

These terms and conditions set forth Vodafone's entire liability and your exclusive recourse with respect to the service. You acknowledge that these Terms and Conditions is a complete understanding between you and Vodafone with respect to the Service, and that there are no other prior or contemporaneous understandings, promises, representations or descriptions with respect to the Service. If any provisions of this Terms and Condition is invalid or unenforceable under applicable law it is deemed omitted and the remaining provisions will continue in full force and effect.