



by  **vodafone**

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

VOXI:
Terms and Conditions

Date:
03 / 11 / 2017

Version 1.2

Your agreement with us

Your Agreement with us is made up of (a) these terms for use of your SIM card and (b) the [Pricing Guide](#) (the terms and charges which apply to the minutes, texts and data you use, including any optional Extras you may choose to add, for example, a VOXI data extra. All listed prices include VAT, if applicable, and change from time to time.

We also encourage you to take a look at our [Privacy Policy](#) and [Acceptable Use Policy](#) which also make up your “Agreement” with us.

1. Services and coverage

a. You agree to keep to 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. You can become a VOXI customer if you are 25 years old and under. When activating your VOXI SIM card, we will ask you for identification to confirm your age.

c. 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.)



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d. We aim to provide you with the services at all times. We'll provide our services 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.

e. 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.

f. We will use reasonable efforts to give you access to networks in other countries. We call this 'roaming'. 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.

2. Using the services

a. You are responsible 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 [Acceptable Use Policy](#).



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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 23 hours and 59 minutes.

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.

3. 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 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. You need 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 the 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 bought.



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4. Losing your mobile device

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.

5. Suspension, disconnection and ending the Agreement

a. If you want to end the Agreement, because you simply want to leave us, you can cancel by **contacting us** or **requesting a PAC code** to port out at any time – please be aware that 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 our network;

(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.



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c. If we suspend the mobile services 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 **contacting us** or request to port out at any time – please be aware that you may lose the value of any remaining credits or allowances.

e. We will try to tell you when we suspend, restrict or end your use, but we do not have to.

6. 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 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 new terms 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.



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7. 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. As part of this Agreement, you agree to our Privacy Policy and acknowledge that our Privacy Policy may change from time to time. You will find the latest Privacy Policy on our website and you should check back every now and then for the latest version. For any questions, you can contact us at

data.protection@vodafone.co.uk

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

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 help.voxi.co.uk for details or you can simply send your complaint to VOXI at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN;

d. If we can't fix your issue, you may

(i) ask that the matter is referred to an [independent ombudsman](#) under our [Customer Complaints Code](#) or by [contacting us](#) ; or

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

8. 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.



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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**.

Connect with us:  @voxi_uk  voxi_uk  voxi_uk  voxiuk

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