

# General Terms - VPS Addendum

Vodafone Business Customers



## 1. Application of VPS Addendum

1.1 This VPS Addendum supplements the General Terms and applies solely in the event that Customer purchases Services from Vodafone via a Partner.

## 2. VPS Terms

2.1 **Orders:** Without prejudice to the General Terms, Customer may place Orders for Services through the relevant Partner, with such Orders being subject to the Order process set out in the General Terms.

2.2 **Equipment:** For the avoidance of doubt, Vodafone shall provide no Equipment to the Customer under this Agreement.

2.3 **Customer Equipment purchased from Partner:** For the avoidance of doubt, any Customer Equipment which Customer has purchased from a Partner shall be subject to the terms of the agreement between Customer and the relevant Partner and Vodafone shall have no liability for such Customer Equipment or its failure to operate on the Network.

2.4 **Confidentiality:** Customer acknowledges and agrees that Vodafone may disclose Customer's Confidential Information to its Partners who need it to perform obligations, exercise rights or conduct audits in connection with the Agreement, or as required by Applicable Law. Vodafone shall ensure that such Partners keep confidential Customer's Confidential Information and return or destroy it on termination of the Agreement other than where necessary to keep it for regulatory reasons in secure archives.

2.5 **Disclosure of information:** Customer acknowledges and agrees that Vodafone may:

- (a) provide Customer's billing and contract information to the relevant Partner for the purposes of management, calculating commissions and administration of Customer's account; and
- (b) disclose to the relevant Partner information about Customer, which Vodafone has obtained through conducting credit checks pursuant to the General Terms.

2.6 **Disputes:** Without prejudice to the General Terms, if there is a dispute under this Agreement, either Party may refer the dispute to the relevant Partner for resolution.

2.7 **Technology Fund:** The Technology Fund shall not apply, or be available, to Customers managed by Partners.

2.8 **Partner representations:** Customer acknowledges and agrees that:

- (a) Vodafone shall not be responsible for any representations made by Partners, including any representations made by Partners in respect of the Services;
- (b) any representations made by Partners shall not form part of the Agreement between Vodafone and Customer, unless a duly authorised representative of Vodafone expressly agrees otherwise in writing; and
- (c) Partners are not entitled to enter into agreements on behalf of Vodafone, unless a duly authorised representative of Vodafone expressly agrees otherwise in writing.

2.9 **Complaints:** all Customer complaints for sales made to Customer must be raised with the Partner in the first instance.

## 3. Definitions

3.1 In this VPS Addendum:

- (a) expressions defined in the Agreement shall have the meaning set out in the Agreement, unless expressly defined otherwise; and
- (b) the rules of interpretation set out in the Agreement shall apply.

3.2 The following terms are applicable to this VPS Addendum and are in addition to the terms defined in the General Terms:

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<b>Commercial Terms</b>	The document headed 'Commercial Terms', 'Welcome Letter', 'Customer Agreement' or 'Order Form' together with the Connection Schedule which details the commercial offer to Customer for the Services, and which incorporates any applicable Service Terms, Price Plan Guides and the General Terms (as amended by this VPS Addendum).
<b>Connection Schedule</b>	(if applicable) forms part of the Commercial Terms.