

## VODAFONE eSIM TERMS AND CONDITIONS FOR APPLE WATCH

### 1. SCOPE

1.1 Vodafone eSIM for Apple Watch (“Service/s”) is a service provided by us, Vodafone Idea Limited (“Company”/ “VIL”) to You.

1.2 Your (“you”, “your” or “user”) use of Vodafone eSIM or the Services (hereinafter defined) available through Vodafone eSIM, is subject to these terms and conditions (hereinafter referred to as “Terms and Conditions”).

1.3 Your use of Service requires that you agree to the Terms and Conditions. Please read them carefully. If you do not understand the Terms and Conditions, or do not accept any part of them, then you should not use the Services.

1.4 The Service allows you to make and receive voice calls and use data of the Company’s network through your Apple Watch directly (GPS +Cellular) (“Device”) even when you’re not connected via bluetooth to your Eligible Primary Mobile Device. No international roaming service is available on Apple Watch.

1.5 To use the Service, you are required to pair the Apple Watch with your Eligible Primary Mobile Device. Apple Watch cannot be used for cellular services independently. It requires pairing with Eligible Primary Mobile Device. It is an extended facility to existing iPhone users.

1.6 Independent of cellular services, Apple Watch will function as any other smart watch as per the applicable terms and conditions stipulated by Apple Inc. Any defect or malfunctioning or any issue with the Apple Watch will be the sole liability of Apple Inc. VIL will not be held liable for the same.

1.7 You need to do periodic updates as advised to be able to get the cellular services on Apple Watch and iPhone as advised by the manufacturer.

1.8 Only one Apple Watch can be paired and activated against one Vodafone postpaid mobile number at a time.

1.9 The Service does not create new operator profile or customer profile on the Apple Watch. It is the pairing of your profile available on the primary device running on the Vodafone Idea network which is assigned to the Apple watch at your volition.

1.10 The Service is available to mobile postpaid Vodafone brand customers of Company only.

1.11 To avail the Service:

You need iPhone 6S or above with updated carrier settings and iOS 13.4 or above (“iPhone”/ “Eligible Primary Mobile Device”/ “Primary Device”)

You need 4G mobile postpaid Vodafone connection

You need Apple Watch [3,4,5] series

1.12 You will not be required to:

- Fill up any additional customer enrollment form for availing the Service.
- Subscribe to any separate mobile plan for Apple Watch
- Pay any additional activation charges or pairing charges

1.13 You will not be assigned a separate mobile number for the Apple Watch.

1.14 You will not be issued any separate mobile bill for Apple Watch.

1.15 You can utilize the Services from the mobile plan available on the Eligible Primary Mobile Device.

1.16 The terms and conditions governing the Vodafone postpaid mobile services running on the Eligible Primary Mobile Device will *mutatis mutandis* apply to the cellular services available on Apple Watch. These Terms and Conditions together with the Customer Application Form, postpaid plan terms and conditions will govern your use of Services.

1.17 Should you remove the pairing from Apple Watch, you will still continue to be billed for the services you used on Primary Device.

1.18 If your Primary device is lost or damaged, the cellular services will continue on Apple Watch. For safety, you are advised to get the Service on the number barred.

1.19 If your Apple Watch is lost, you are advised to deactivate the pairing from your Primary device.

1.20 If the Primary Device or Apple Watch is changed, you are advised to do reactivation.

## 2 .PRIVACY AND PROTECTION OF PERSONAL INFORMATION

2.1 Please refer to the privacy policy of your Device and iPhone for disclosures relating to the collection and use of your personal information. Any information collected for activating or pairing the Apple Watch will be subject to Apple privacy policy.

Whilst we respect the privacy of our customers, the Service may be subject to interception by law enforcement agencies and bodies.

## 3.MODIFICATIONS

3.1 Modifications of Terms and Conditions: The Company reserves the right at its sole discretion to change the Terms and Conditions under which the Services are offered, including but not limited to the charges, if any, associated with the use of the Services, if so required in view of business exigencies and/or statutory changes and/or regulatory requirements and the same shall be binding on You. You are encouraged to periodically visit this page [Vodafone.in/watch](http://Vodafone.in/watch) to review the T&C and any changes to it.

3.2 Modification of Services: The Company reserves the right to add, modify or delete any content or features available in the Services at any time at its sole discretion.

#### 4. PERSONAL AND NON-COMMERCIAL USE LIMITATION

4.1 Services are intended for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from Services.

#### 5. UNLAWFUL OR PROHIBITED USE

5.1 As a condition of your use of Vodafone eSIM, you warrant to the Company that you will not use Vodafone eSIM for any purpose that is unlawful or prohibited by these Terms and Conditions. You may not use Vodafone eSIM in any manner which could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of Vodafone eSIM.

5.2 The users are not entitled to use any kind of measures, mechanisms or tools (software or hardware) that could interfere with the functioning of the Vodafone eSIM or any of its Services.

5.3 You are solely responsible for all content, information and communications transmitted using the Service.

#### 6. LIABILITY DISCLAIMER

6.1 COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MEETING OF YOUR REQUIREMENTS OR ASPIRATIONS, TIMELINESS, SECURITY OF THE SERVICE AND/OR ANY DELAY OR FAILURE TO AVAIL THE SERVICE INCLUDING DUE TO TECHNICAL OR NETWORK PROBLEMS. THE NETWORK AVAILABILITY WILL DEPEND ON SEVERAL FACTORS INCLUDING THE NATURE OF HANDSET, NETWORK CONGESTION, LOCATION OF ACCESS, TOPOGRAPHY, BARRIERS CAUSED BY CONSTRUCTIONS ETC.

6.2 YOU SPECIFICALLY AGREE THAT THE COMPANY SHALL NOT BE RESPONSIBLE FOR UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH VODAFONE ESIM. YOU SPECIFICALLY AGREE THAT THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL SERVICES OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY SERVICES SENT USING AND/OR INCLUDED IN VODAFONE ESIM BY ANY THIRD PARTY.

6.3 IN NO EVENT SHALL THE COMPANY AND/OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR OR IN RELATION TO: LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF VODAFONE ESIM, WITH THE DELAY OR INABILITY TO USE VODAFONE ESIM OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO

PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE AND SERVICES OBTAINED THROUGH VODAFONE ESIM, OR OTHERWISE ARISING OUT OF THE USE OF, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES;

VIL IS NOT THE MANUFACTURER OF PRIMARY DEVICE OR APPLE WATCH. VIL DOES NOT GUARANTEE AND IS NOT LIABLE FOR THE QUALITY OF THE PRIMARY DEVICE OR APPLE WATCH AND THE SERVICES THERETO. VIL DISCLAIMS ALL LIABILITY WITH REGARD TO PRIMARY DEVICE OR APPLE WATCH.

YOU SHALL INDEMNIFY AND KEEP INDEMNIFIED COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CUSTOMERS, AFFILIATES AND AGENTS OR REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL CLAIMS, SUITS, PROCEEDINGS, ACTION, LIABILITIES, EXPENSES, COSTS (INCLUDING ATTORNEY'S FEES AND COURT COSTS), LOSSES OR DAMAGES OF WHATSOEVER NATURE, WHICH COMPANY MAY INCUR, PAY OR BECOME RESPONSIBLE ARISING OUT OF OR IN CONNECTION WITH THE YOUR BREACH OF THESE TERMS AND CONDITIONS. COMPANY SHALL HAVE THE RIGHT TO DEFEND THEMSELVES, PURSUANT TO THIS CLAUSE, AT THE COST OF THE SUBSCRIBER IN BREACH.

## 7. TERMINATION/ACCESS RESTRICTION

7.1 In case a user is found using unfair means in the use of Vodafone eSIM, the Company reserves the right to blacklist, disable and terminate that user from further using Vodafone eSIM or its Services.

7.2 The Company reserves the right, at its sole discretion, to terminate your access to any or all Services of Vodafone eSIM and the related Services or any portion thereof at any time, without notice.

7.3 The Company reserves the right to change, suspend, remove, stop or disable access to the Service at any time without notice. In no event will Company be liable for the removal of or disabling of access to the Service. The Company may also impose limits on the use of or access to the Service, in any case and without notice or liability.

## 8. USE WITH YOUR DEVICE:

8.1 The user of Vodafone eSIM in your Device and iPhone shall be obligated to adhere to all the terms and conditions of the use of your Device and iPhone in addition to the Terms and Conditions of the Company. For avoidance of any doubt, the Company shall not be responsible for any losses arising out of or in connection with the Terms and Conditions for any failures, acts or omissions by the user of Vodafone eSIM to comply with the terms and conditions for the use of the Device and iPhone.

8.2 The user of the Vodafone eSIM in the Device and iPhone acknowledges and agrees to abide by the terms and conditions of use of the Device and iPhone, as per its end user license agreement (EULA), including but not limited to the data privacy terms related thereto. The

EULA, including the applicable data privacy terms and policy are made available on the Device and iPhone.

## 9 DISPUTE RESOLUTION

9.1 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.