WIFI GUARANTEE WITH WIFI MAX TERMS AND CONDITIONS

The following terms and conditions govern Virgin Media's WiFi Max service.

These terms and conditions are in addition to the terms and conditions of your residential customer service agreement for Virgin Media Television, Virgin Broadband and Virgin Phone Services (the "**Virgin Media Standard Terms**").

Please read through these terms carefully.

1. What is the WiFi Max service?

WiFi Max provides eligible customers with our WiFi Guarantee, backed up by our Intelligent WiFi service and (if needed) our signal boosting WiFi Pods.

2. Who is eligible to receive WiFi Max and what do you get?

WiFi Max is available to Virgin Media residential broadband customers on packages of M50 Broadband or above. Existing Intelligent WiFi Plus customers who do not live in 2022/2023 network expansion areas will receive a statement of change of contract on the date that they are moved over to WiFi Max, and from that date the WiFi Max terms and conditions shall apply to their continued use of that service. For the avoidance of doubt, existing Intelligent WiFi Plus customers will not receive more than 3 WiFi Pods in total (which includes any WiFi Pods that they may have already received prior to being moved over to WiFi Max).

(a) If you are subscribing to Gig 1, Ultimate Oomph or one of our Volt residential broadband packages:

i. WiFi Max is available at no extra cost to your Virgin Media broadband service; and

ii. WiFi Max provides you with our WiFi Guarantee – subject to the terms below, if you don't receive download speeds of at least 30Mbps in every room, if needed we will provide up to 3 WiFi Pods. If you still don't receive download speeds of at least 30Mbps after that, we'll give you a one-off credit of £100 on your next bill.

(b) If you are subscribing to our other residential broadband packages from M50 to M500 Fibre Broadband (with Volt):

i. you can choose to subscribe to WiFi Max as an add-on for an additional monthly subscription price, and these WiFi Max terms and conditions will only form part of your Virgin Media customer contract once an eligible order for WiFi Max has been accepted;

ii. if you choose to add WiFi Max to your account, you will be provided with one WiFi Pod initially which we will provide once we have confirmed your order for WiFi Max has been accepted;

iii. WiFi Max provides you with our WiFi Guarantee – subject to the terms below, if you don't receive download speeds of at least 30Mbps in every room, if needed we will provide up to 2 more additional WiFi Pods. If you still don't receive download speeds of at least 20 Mbps after that, we'll give you a one-off credit of £100 on your next bill; and

iv. you can cancel your WiFi Max service at any time, just give us 30 days' notice. We may cancel your WiFi Max service at any time by giving you 30 days' notice.

Please note: WiFi Max is not available to customers who are taking our Essential broadband package.

3. What happens if I change my Virgin Media broadband package?

(a) If you subsequently cease to subscribe to a Virgin Media residential broadband package of M50 Broadband or above, your WiFi Max service may be terminated. If your broadband service is suspended, your WiFi Max service will be suspended too.

(b) The price you pay for the WiFi Max service will depend on your broadband package. If you subsequently choose to upgrade or downgrade your broadband package, we shall inform you of the new price payable for the WiFi Max service. If you previously received your WiFi Max at no extra cost with your previous Virgin Media broadband package and you then subsequently pay for WiFi Max as an add-on as a result of a change you make, you acknowledge that the WiFi Max service is then an add-on which can be cancelled by either you or us on 30 days' notice.

4. What equipment will I need?

(a) In order to receive the WiFi Max service you will need either a Virgin Media Hub version 3, 4 or 5 with enhanced firmware features.

(b) WiFi Pod availability is subject to stock availability, the terms of paragraph 2 above and the terms of our WiFi Guarantee in paragraph 5 below.

(c) WiFi Pods require self-installation via QuickStart and can be delivered via Click & Collect or optional home delivery. Delivery charges may apply for home delivery. Delivery dates are subject to availability and could take over 30 days in busy periods. If we can't provide the date you've chosen we'll deliver on the next available date and confirm this by email. You must follow the set-up instructions that accompany your Hub and your WiFi Pods.

(d) All equipment remains the property of Virgin Media. It must be returned to us upon request or a charge may apply, please see price guide available at www.virginmedia.com/shop/the-legal-stuff

(e) Home environment, device limitations, number of users and time of day may affect WiFi performance. User speed varies with distance and depends on Pod and Hub location, as well as broadband package choice.

5. How does the WiFi Guarantee work?

(a) All customers who subscribe to the WiFi Max service are eligible for our money back WiFi Guarantee, which, subject to the terms below, guarantees you WiFi download speeds of at least 20 Mbps in every room, or a £100 one-off credit on your next bill.

(b) The WiFi Guarantee and eligibility for WiFi Pods does not cover broadband faults or broadband network outages. In the event that you are not receiving download speeds of at least 30Mbps in every room, we reserve the right to carry out a needs based assessment of your WiFi performance at the registered account address. This assessment may identify other root causes for the WiFi coverage issues you are experiencing, and we reserve the right to use our discretion in identifying the solution for improving your WiFi performance (which may include, but is not limited to, replacing your Hub, advising you to reposition your Hub and/or WiFi Pods or providing you with a technician visit).

(c) In the event of WiFi Pod stock availability issues, we reserve the right to:

i. provide you with alternative equipment to our usual WiFi Pods which perform a similar function; and/or

ii. pay out the one-off £100 credit without issuing you with 3 WiFi Pods.

(d) The scope of the WiFi Guarantee excludes the following:

i. WiFi speed tests using a VPN connection (which may unduly cap the speed reported, and not be reflective of the actual speed delivered to your device);

ii. exterior buildings (including, but not limited to, garages, sheds and garden offices);

iii. unconverted loft (one that is unfurnished);

iv. outside of the home;

v. if you caused a fault, for example, incorrect use of devices;

vi. failure to follow our reasonable instructions;

vii. instances where we reasonably suspect that a claim is fraudulent, frivolous or vexatious; and

viii. instances where you fail to inform us of any known restrictions within your control that would limit our ability to rectify the WiFi speed issue.

(e) You can run a speed test at any time using our free Virgin Media Connect app. Make sure you're not connected to a VPN when you're testing, as this will unduly affect your results.

(f) If you are subscribing to Gig 1, Ultimate Oomph or one of our Volt residential broadband packages and you are eligible for WiFi Max but you are not receiving download speeds of at least 30Mbps in every room, you can request your first WiFi Pod on the Virgin Media Connect app, or by heading to our online help page (see https://www.virginmedia.com/support help/check-services), or by getting in touch through one of our accessible contact options (see https://www.virginmedia.com help/accessibility). We will check your speeds and conduct a needs based assessment, and if you are eligible we will provide you with your first WiFi Pod.

(g) If you have received your first WiFi Pod and once you have set it up you are still not receiving download speeds of at least 30Mbps in every room, you can request a second WiFi Pod by signing into My Virgin Media, clicking on Your Package and following the steps in the WiFi Max tab. Alternatively, you can get in touch through one of our accessible contact options (see https://www.virginmedia.com/help/accessibility). Our agents will run further tests to ascertain whether you need an additional WiFi Pod.

(h) If you have received your second WiFi Pod and once you have set it up you are still not receiving download speeds of at least 30Mbps in every room, you can request a third WiFi Pod by signing into My Virgin Media, clicking on Your Package and following the steps in the WiFi Max tab. Alternatively, you can get in touch through one of our accessible contact options (see https://www.virginmedia.com/help/accessibility). Our agents will run some further tests to ascertain whether you need a third (and final) WiFi Pod.

(i) If you are still unable to receive download speeds of at least 30Mbps in every room after installing your third (and final) WiFi Pod, you should contact us by signing into My Virgin Media and clicking on Your Package and following the steps in the WiFi Max tab. Alternatively, you can get in touch through one of our accessible contact options (see https://www.virginmedia.com/help/accessibility). We will run further diagnostic checks and we may send a technician to your home to check that your WiFi Pods are set up to give you the strongest possible WiFi signal. You agree to follow our reasonable instructions and (if we require it) provide our technician with access to your home on the day agreed for your visit. After that, if you still don't receive a WiFi download speed of at least 20 Mbps in every room, you can contact us and we shall provide you with a one-off credit of £100 on your next Virgin Media bill. This credit is only available once to the account holder at any particular address.

(j) Please note that we need to be notified via the specific channels stipulated in each of sub paragraphs (f)-(i) above, otherwise it will not be treated as a valid notification under these WiFi Max terms and conditions.

(k) If the one-off £100 credit is applied to your account and you are subscribing to WiFi Max as an extra paid-for add-on, you may choose to continue paying for the WiFi Max service without the benefit of any further WiFi Guarantee or cancel WiFi Max by providing us with 30 days' notice.

(l) Your rights and obligations under your agreement for your broadband or any other service with Virgin Media remains unaffected by the payment of the one-off £100 credit.

6. Other terms

We reserve the right to withdraw the WiFi Max service at any time. If you are a WiFi Max customer, we reserve the right to amend these WiFi Max terms and conditions, our pricing and the WiFi Max service in accordance with the Virgin Media Standard Terms and Conditions.

7. Information collected as part of the WiFi Max service

We need to use information about the WiFi Pods connected to your Hub and your connectivity experience (e.g. slow WiFi speeds or signal drop outs) so we can best manage your service. We use this and personal information related to the service in accordance with our privacy policy, a copy of which can be found at www.virginmedia.com/ shop/the-legal-stuff