

# Vodafone TV Anywhere App

Reviewed: 010321

## The Vodafone TV Anywhere application (the "App") updated 2nd October 2018

1. The App is available for download, from Google Play Store and iOS App Store, in the Republic of Ireland (the "Territory") and allows you (and any Additional Users) to watch certain Live, Restart and Catch-Up TV Content on your Device(s) at home or in another EU Member State if you are temporarily present outside the territory. Due to rights restrictions Content cannot be accessed outside of EU Member States
2. The App is continuously evolving and therefore features, functionality, device restrictions and channels may change, and/or be removed, from time to time without notice.
3. To access and use the App you must:
  1. Be a Vodafone TV customer and have registered a "My Vodafone" account. (To create one please visit <https://broadband.vodafone.ie/myaccount/session/register> if you do not have such an account.)
  2. While we have certified certain devices as compatible with the App, we believe that the majority of Android and IOS Smartphone and Tablets are compatible. However, some non-certified devices may not function correctly or even at all.
  3. Download, and install the Vodafone TV Anywhere App onto your device
  4. Have a correctly registered device. Registering your device connects it to the network, and allows you to retrieve the content. Registering is important because some broadcasters only allow up to 2 registered devices to access content. If your device isn't registered, it won't be able to access the content, and therefore the app. Your device(s) will automatically be registered after the first log in to the Vodafone TV Anywhere App. You can change a device you have registered once per calendar month every month. To remove a registered device, you must make that change on your My Vodafone at Home online account.
  5. Have a maximum of two concurrently active registered devices. If you try to log on with a 3rd device and access content, you will receive an error message saying you've reached the maximum limit.
  6. Devices should not be jail broken. Jail broken devices are those where all restrictions imposed on a device have been removed. To restore an Apple IOS device visit <https://support.apple.com/en-us/HT201252>
4. The Vodafone TV Anywhere App does not automatically apply watershed rules. You acknowledge and accept that Vodafone holds no responsibility for ensuring that where a minimum age recommendation is provided for Content, that Content is not viewed by persons under the minimum age. You acknowledge and accept that parents should exercise their own parental control to ensure that any Content watched by their children is suitable.
5. You must ensure that specific user names and passwords for access to the App are under your full control.
6. You and any of your authorised additional users must not access or use the App for any improper or unlawful purpose and you will not allow anyone else to do the same.
7. Due to content rights restrictions imposed by broadcasters, from time to time certain programming and channels may not be available. We may be required to block out specific programming from time to time, e.g. if a third party channel provider does not have the legal right to broadcast the programme over the internet (i) inside or (ii) outside of your residential address
8. The App requires an active Internet connection to access any content. Vodafone cannot guarantee the quality or stability of your Internet connection, and a poor or inconsistent Internet connection may impact on the quality of the content being viewed through the App.
9. As a Vodafone customer until February 28th 2019, usage of the App will not use any of your mobile data allowance. For Non Vodafone mobile customers you'll be responsible for all data costs charged by your mobile network. Remember that streaming audio-visual content can use up a lot of data.
10. APP USAGE POLICY: For Vodafone mobile customers Vodafone operates a fair usage policy in respect of streaming on the App, based on average customer profiles and estimated customer usage of the App (the "Threshold"). If at the reasonable discretion of Vodafone, Vodafone is of the opinion, that your usage of the App materially exceeds the Threshold in any month, Vodafone may contact you to advise you that your usage exceeds its Fair Usage Policy. If the excessive usage continues to exceed the Threshold after receipt of a request from us to desist from or alter the nature of such usage, Vodafone reserves the right to charge you for the excessive element of your usage at your price plan's standard rate or to modify or suspend your use of the App or to withdraw your access to the App entirely.
11. We may use your information for the following purposes, including but not limited to: manage your account, provide you with the Vodafone TV Service which you have requested, carry out customer-care activities and train our staff, including monitoring calls, emails or text messages that you send us; monitor the quality and security of the Vodafone TV Service, the Vodafone TV Box and Vodafone TV App, our network and test and maintain our IT systems; review how you use the Vodafone TV Service, the Vodafone TV App and the Set Top Box for marketing purposes or for any other purposes such as carrying out research for statistical

analysis. In doing so, we may review how you use the Vodafone TV Service: The Vodafone TV Box and Vodafone TV App, and use of our Websites. We may monitor and analyse when or how frequently you access certain Content through the Vodafone TV Service and Vodafone TV App.

12. Vodafone adheres to Regulation (EU) 2017/1128 on cross-border portability of online content services in the internal market (the "Portability Regulation"). As of 1st April 2018 for new subscribers, and by no later than 2nd June 2018 for existing subscribers, if you are temporarily present outside the Territory and in another EU Member State, other than your Member State of residence, as reasonably determined by Vodafone you are permitted to access and use the TV Anywhere App in that Member State.
13. The quality of the service delivery may be reduced when accessed the TV Anywhere App from another Member State. Vodafone cannot guarantee the quality or stability of your Internet connection, and a poor or inconsistent Internet connection may impact on the quality of the content while accessing the TV Anywhere App in another Member State.
14. In accordance with the Portability Regulation, you may access the TV Anywhere App on a cross-border basis when temporarily present in another Member State. Vodafone reserves the right to suspend cross-border access if (i) we consider, acting reasonably, that you are not present in another Member State on a temporary basis and/or (ii) we are unable to verify that you are a permanent resident of Ireland.
15. Vodafone acknowledge that nothing in these terms and conditions shall restrict or limit you from facilitating access to the TV Anywhere App on a cross-border portable basis in accordance with, and to the extent permitted or required by, such Portability Regulation for so long as such Portability Regulation (or the terms thereof) is effective in the Territory.
16. In case any provision in of these terms and conditions are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Vodafone TV Anywhere application - Terms for customers before April 1, 2018**

1. The App is available for download, from Google Play Store and Apple App Store, in the Territory and allows you (and any Additional Users) to watch certain Live, Restart and Catch-Up TV Content on your Device(s).
2. The App is continuously being improved and therefore features and functionality may change, and/or be removed, from time to time without notice.
3. To access and use the App you must:
  - 3.1 Be a Vodafone TV customer and have registered a "My Vodafone" account. (To create one please visit [www.vodafone.ie](http://www.vodafone.ie) if you do not have such an account.)
  - 3.2. While we have certified certain devices as compatible with the App, we believe that the majority of Android and IOS Smartphone and Tablets are compatible.

However, some non-certified devices may not function correctly or even at all.

- 3.3. Download, and fully correctly install, the Vodafone TV Anywhere App onto your device
  - 3.4. Have a correctly registered device. Your device will automatically be registered after the first log in to the Vodafone TV Anywhere App. You can change a device you have registered once per calendar month. To change a registered device you must make that change on your My Vodafone at Home online account.
  - 3.5. Have a maximum of two concurrently active registered devices.
4. The Vodafone TV Anywhere App does not automatically apply watershed rules. You acknowledge and accept that Vodafone holds no responsibility for ensuring that where a minimum age recommendation is provided for Content, that Content is not viewed by persons under the minimum age. You acknowledge and accept that parents should exercise their own parental control to ensure that any Content watched by their children is suitable.
  5. You must ensure that specific user names and passwords for access to the App are under your full control. Service will be unavailable to you should more than 2 Vodafone TV Anywhere App content streams be used simultaneously.
  6. You and any of your authorised additional users must not access or use the App for any improper or unlawful purpose and you will not allow anyone else to do the same.
  7. The content rights we have secured from our content partners allow you to stream the same channel simultaneously on up to two (2) devices only. While a wider selection of content is available to view in your, due to third party content and licence restrictions not all Content is available to view outside of your home. We may be required to block out specific programming from time to time, e.g. if a third party channel provider does not have the legal right to broadcast the programme over the internet or outside of your Home.
  8. The App requires an active Internet connection to access any content. However, content delivered through the App is delivered over the Internet connection of the device you are using. Vodafone cannot guarantee the quality or stability of your Internet connection, and a poor or inconsistent Internet connection may impact on the quality of the content being presented through the App.
  9. APP USAGE POLICY: Vodafone will monitor your App usage and will implement a fair usage policy in respect of streaming on the App, based on average customer profiles and estimated customer usage of the App (the "Threshold"). If at the reasonable discretion of Vodafone, Vodafone is of the opinion, that your usage of the App materially exceeds the Threshold in any month, Vodafone may contact you to advise you that your usage exceeds its Fair Usage Policy. If the excessive usage continues to exceed the Threshold

after receipt of a request from us to desist from or alter the nature of such usage, Vodafone reserves the right to charge you for the excessive element of your usage at your price plan's standard rate or to modify or suspend your use of the App or to withdraw your access to the App entirely.