

VODAFONE TV SERVICES TERMS & CONDITIONS

YOU MUST READ AND ACCEPT THE FOLLOWING BEFORE USING THIS SERVICE:

Minimum Vodafone Broadband connection fixed speed of 20Mbps required for Vodafone TV, min of 28Mbps required for Wireless Multi-room.

1. GENERAL

1.1. The following terms and conditions cover your use of the Vodafone TV Service ("the Service"). These service specific terms and conditions apply in addition to and form part of the General Terms and Conditions for Vodafone Fixed Telecommunication and Broadband and any additional service conditions you have signed up to; all of which are available on www.vodafone.ie/terms/fixed. For the avoidance of doubt the below terms will form part of and apply in addition to each participating customer's terms and conditions of their Vodafone Service. In the event of any conflict between the terms, the order of precedence shall be as follows: the Vodafone TV service specific terms set out below first, followed by any Vodafone Broadband service specific terms and conditions, followed by the General Terms and Conditions for Vodafone Fixed Telephone and Broadband. We recommend that you download and save a copy of this document for your future records.

1.2. Definitions The General Terms and Conditions of the Vodafone Fixed Telecommunications and Broadband Service and the definitions therein shall apply. In addition the following words shall have the following meanings:

1.2.1. Content – audio-visual and audio media such as TV programmes and films, applications, information and/or other services accessible through the Vodafone TV Service via your [Vodafone TV Box and/or the Vodafone TV App] on your TV or mobile device.

1.2.2. Plan Charges - the minimum monthly amount we charge you for the Vodafone TV Services plan you have chosen.

1.2.3. Service & Maintenance Fees – the fee which you may need to pay for any repair to the Vodafone TV Service which we may vary from time to time as set out in our TV Price Plan.

1.2.4. TV Licensing Authority - The Authority responsible for the administration of TV licenses in Ireland, namely, An Post.

1.2.5. TV Price Plan - our TV Price Plan document setting out further details of the Vodafone TV Services applicable to you and any pricing applicable to such services which is also available on our Website.

1.2.6. Vodafone Additional Paid TV Services – are optional services which are provided by third parties and/or Vodafone which are charged in addition to your Plan Charges and which may be cancelled at any time. Examples of these include but are not limited to add ons, bolt ons and non-inclusive content.

1.2.7. Vodafone Broadband and Home Phone Services – the communications service you receive through our network.

1.2.8. Vodafone TV Box – means the device(s) that we provide to you as part of the Vodafone TV Service.

1.2.9. Vodafone TV App – the Apple iOS and Google Android compatible mobile or tablet application developed and owned by Vodafone which allows you to access and enjoy the Vodafone TV Service.

1.2.10. Vodafone TV Service Equipment – your Vodafone TV Box, the power supply unit, remote control and any other equipment or cables which we may provide to you as part of the Vodafone TV Service and manufactured by third parties.

1.2.11. Vodafone TV Service(s) – the audio-visual multi-media services provided to you by Vodafone which allow you to access and enjoy Content through Vodafone's user interface as further set out in clause (b), which includes the Vodafone Core TV Services, the Vodafone TV App, Vodafone TV Service Equipment and where applicable the Vodafone Additional Paid TV Services. **1.3.** This Agreement sets out the legally binding agreement between: the

customer whose name appears on the Customer Application form ("you") and Vodafone Limited ("us", "we" or "our") in respect of the Vodafone TV Services as defined below.

1.4. Please read through these Vodafone TV Terms carefully and note that capitalised words have special meanings - see the 'Definitions' section at the beginning of these terms. You agree to be bound by the General Fixed Telephone and Broadband Terms and Conditions, any Broadband service specific terms and conditions and these TV service specific terms while you receive the Vodafone TV Services and to read and comply at all times with this Agreement which can also be found on our Website at www.vodafone.ie/tv. You agree that you are responsible for compliance with this agreement by anyone who uses the Vodafone TV Service in your household or who has access to the Vodafone TV Service associated with your account. **1.5.** In entering this Agreement, you also confirm your acceptance of Vodafone's right to share your information with third party service providers for the provision of the Vodafone TV service, in accordance with the "Your Information" clauses below and the Vodafone Privacy Policy.

1.6. Other terms and conditions may apply to your use of the Vodafone TV Service, including:

1.6.1. terms and conditions which cover any new services, competitions, Vodafone Additional Paid TV Services and/or third party Content offered to you through the Vodafone TV Service; and **1.6.2.** the safety guide card (which will be provided by the third party manufacturer of the Vodafone TV Box) and any terms and conditions applicable to your Vodafone TV Box which relate to the hardware and/or software used and/or licensed in connection with your Vodafone TV Box. The safety guide card will be provided with your Vodafone TV Service Equipment.

2. TERM

2.1. The Vodafone TV Service is subject to a twelve (12), eighteen (18) or twenty four (24) month minimum term contract (the "Minimum Term") as outlined on your Customer Application Form. After the expiry of the Minimum Term, this Agreement converts to a rolling one month contract.

2.2. If you request to add the Vodafone TV Service to your existing Vodafone account you will be entered into a new twelve (12), eighteen (18) or twenty four (24) month minimum term contract as specified by Vodafone for all services associated with that account from the date of the change.

3. SUPPLY OF THE VODAFONE TV SERVICE **3.1.** The services which we provide to you under this Agreement are made up of:

3.1.1. the Vodafone TV Service, which is provided by us and gives you access to Content on your television and includes the Vodafone Core TV Service and any Vodafone Additional Paid TV Services;

3.1.2. your Vodafone TV Box and Vodafone TV Service Equipment;

3.1.3. your Content, which you receive through the Vodafone TV Service and is made available by third party content providers; and

3.1.4. the Vodafone TV App.

3.2. Vodafone endeavour to provide a high quality service without interruptions. However, you understand that we cannot promise that the Vodafone TV Service will always be accessible, continuous or free of faults and that there may be times when all of, or certain features, parts or Content displayed may be unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, at our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of any Content, or any features, parts or content of the Vodafone TV Service or failure to transmit any advertised television programme or channels or to do so at the advertised time.

3.3 We will always do what we can to make sure the Vodafone TV Service is accessible by you and our other users and we will endeavour to provide a high quality service without interruptions. Nonetheless, we cannot promise that the Vodafone TV Service will always be accessible, continuous, secure or free of faults or errors. Your Vodafone TV Service may be affected and/or disrupted by

circumstances that are outside of our control. For example, you may suffer disruption due to the availability of digital channels in your area; extreme weather conditions; your internet connection; and the availability and quality of Content.

3.4 The Vodafone TV Service is for private, domestic noncommercial use in your single, private dwelling in the Republic of Ireland only and must not be used to broadcast Content to the public or for any business or commercial purposes or on any business or commercial premises. The Vodafone TV Service is only provided to the Vodafone TV Box located in your residential home and you do not have the right to distribute or otherwise stream the content from this to any mobile device, tablet device or personal computer. You do not have the right to (directly or indirectly) charge viewers a fee for viewing the channels (or any of them) or any supplementary and/bonus services which we may provide from time to time and which you access through your Vodafone TV Service. In the event that you are found to be in breach of this Clause, Vodafone reserves the right to disable, alter, suspend or terminate the provision of the Service with immediate effect. Furthermore Vodafone reserves the right to bring civil action against you where you are in breach of this Clause.

3.5 You agree that the Vodafone TV Service, its channels, and any additional and/or bonus services which we may provide from time to time cannot be subscribed to by you on a "pay per day" basis or any other that permits you to subscribe to any element of the Vodafone TV Service, its channels or any additional and/or bonus services for less than a period of one month, unless otherwise agreed.

3.6 We may change the method of delivery, the format and Content which forms the Vodafone TV Service from time to time. You agree that your use of the Vodafone TV Service is on an 'as is' and 'as available' basis and at your sole risk.

3.7 Please note that the Vodafone TV service 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.

4. YOUR INTERNET CONNECTION AND MINIMUM REQUIREMENTS

4.1. In order for you to avail of, and receive the Vodafone TV service, you must ensure that you have a minimum Vodafone Broadband connection fixed speed of 20Mbps required for Vodafone TV, min of 28Mbps required for Wireless Multi-room.

4.2. In order for you to receive the Vodafone TV Service, you must ensure that the Vodafone TV Service equipment is always connected to your Vodafone broadband service. In order for you to be able to fully enjoy all of the Vodafone TV Service, you understand and acknowledge that the Vodafone TV Service uses your broadband connection for many reasons, including but not limited to, software updates, collecting metadata, evaluating how you use your account and access Content. In order for you to receive the TV Service, you must allow us to access details of your customer account information, including your customer reference number, which you use for receipt of the TV Service and you must allow us to collect information and data through your customer account information and your Equipment in order for us to provide the TV Service to you. Where such information is Personal Data as defined, Vodafone will hold and process such data in accordance with Data Protection Legislation. **4.3.**

4.3. If you do not maintain a Vodafone broadband connection which is at least as fast as our mandatory minimum speed, outlined at above, or if your broadband connection is or becomes unavailable, interrupted or if you have broadband data caps applied, we are not responsible or liable for any loss or damage that you may incur or for any deterioration in the quality of, or your ability to fully access and enjoy the Vodafone TV Service.

5. OWNERSHIP OF THE VODAFONE TV BOX

5.1. You understand that we will provide you with the Vodafone TV Service Equipment so that you can receive the Service. You agree that all Equipment supplied by us to you shall at all times be and remain as

between Vodafone and you the exclusive property of Vodafone. The Equipment will always remain the exclusive property of Vodafone such that upon termination of this Agreement with Vodafone, you shall return the Equipment to Vodafone.

5.2. You must take all reasonable care with the Vodafone TV Box we provide to you and keep it in good working condition throughout the Minimum Term. Without prejudice to any other term in this Agreement, we shall be responsible for the replacement or repair of your Vodafone TV Box throughout your Minimum Period provided the damage to the Vodafone TV Box is not caused by you. We reserve the right to replace any damaged or broken Vodafone TV Box with either a new or a re-conditioned Vodafone TV Box.

5.3. In order for you to receive the Service you must ensure your television is connected to Vodafone TV Box. You may connect speakers to the Vodafone TV Box however you shall not connect any other device, mechanism, computer, or electronic link to the Vodafone Equipment (including the Vodafone TV Box) which may damage or cause interference with the Vodafone Equipment. Any such form of interference with the Vodafone Equipment by you shall be a material breach of this Agreement and Vodafone shall be entitled to terminate this Agreement with immediate effect.

5.4. You are responsible for ensuring that the Equipment is at all times kept safely and properly used and in this regard you agree:

5.4.1. If Equipment does not have electricity supplied and is not on or in standby /rest mode recordings will not take place during that time & updates not pushed through.

5.4.2. That you shall not dispose of or deal with any of the Equipment in a way by for example, trying to sell it or hire to anyone else, or by putting it up as security for a loan, mortgage or charge, or allow any of the Equipment to be seized under any legal process.

5.4.3. You shall not move the Equipment to another location without our prior written consent.

5.5. Where you have been provided with a Personal Video Recorder (PVR) Vodafone TV Box and unless you are otherwise notified, you may record certain linear programming for private and domestic use for the sole purpose of enabling the programming on the Service to be viewed at another time by you at your home. Where you cancel or terminate the Service you will no longer be able to access recordings of the Service.

5.6. Vodafone does not warrant that the operation of your Vodafone TV Box will be uninterrupted or error free. Where Vodafone finds that your Vodafone TV Box is found to be faulty we will send you a replacement Vodafone TV Box and you shall return the faulty Vodafone TV Box to Vodafone.

6. YOUR SECURITY

6.1. You agree that you are at all times responsible for ensuring that your Vodafone TV Service account details are fully up to date. **6.2.** You agree that you are responsible for keeping all usernames, PINs and passwords secure and private at all times and understand that you should not in any circumstance give your PIN numbers, passwords to any third party (unless you are happy for them to use your account and to incur additional Charges on your account). **6.3.** Please contact us immediately using the details on our Website if you suspect or become aware of any:

6.3.1. violation of the security on your account;

6.3.2. breach of the security software on the Vodafone TV Service;

6.3.3. unauthorised use of your Vodafone TV Service; or **6.3.4.** other breach or suspicious performance on Vodafone TV Service.

6.4. If we suspect or detect any illegal activity on your Vodafone TV Services account, including for example the avoidance of digital management systems, then we may report the activity to the police and we shall take any other action which we deem to be reasonably necessary in order to ensure the security of the Vodafone TV Services.

6.5. You agree that you are at all times responsible for ensuring that any updates to the Vodafone TV Service are installed as soon as possible following their release by Vodafone or by any third party manufacturer or Content provider.

7. YOUR INFORMATION:

7.1. We may use your information in accordance with these terms below and our Privacy Policy (which can be found on our Website).

7.2. 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, such as your browsing habits and use of our Websites. We may monitor and analyse when or how frequently you access certain Content through the Vodafone TV Service;

7.3. Whenever possible, we will aggregate or anonymise your information when sharing it with third parties so that you are not identifiable in any way. We may also share your information with our Content service providers in order to assist them to analyse and evaluate the services they provide with us, or for any other purposes identified and set out in our Privacy Policy and for the purpose of investigations being carried out by our Content Service providers into breaches of their rights under this Contract and for the purposes of use in enforcement actions being taken by our Content service providers as a consequence of such investigations.

8. THIRD PARTY CONTENT PROVIDERS AND MANUFACTURERS OF THE VODAFONE TV BOX

8.1. In relation to Content providers, you understand and agree that:

8.1.1. Vodafone is not the Content provider's agent (except in relation to billing and payment) and Vodafone shall not be responsible for dealing with any issues in connection with the sale and/or ongoing support of such Content;

8.1.2. we do not manage or control our Content providers so cannot schedule or dictate the inclusion or timing of any Content provided as part of the Vodafone TV Service nor be responsible for any failure to display any such Content on the Vodafone TV Service, including via a third party application, where the failure is outside of Vodafone's control;

8.1.3. some Content not included in your basic package (including within the Vodafone Additional Paid TV Service) will incur Charges which are set by third party Content providers (subject to changes from time to time) and if you elect to purchase this Content directly with the third party Content provider, these additional third party Content Charges will be payable by you to such third party Content provider and;

8.1.4. we cannot guarantee that any information provided by Content providers, or any other third party, is correct.

8.2. Except in respect of any products or Vodafone TV Service Equipment which we provide to our customers, you accept that we have no responsibility over any Content providers or manufacturing third party companies so cannot be liable for any form of loss or damage incurred as a consequence of you dealing with Content providers, manufacturers or third parties while using the Vodafone TV Service.

8.3. In the unlikely event that the Content on your Vodafone TV Service changes, we will try to provide similar and suitable replacement Content of the same or similar quality and value as quickly as possible and update you as and when necessary. You acknowledge that we may not be able to give you notice of such a change.

9. CHARGES AND PAYMENT:

9.1. You agree that you are liable for any Charges applicable to use of the Vodafone TV Service at your home whether you or anybody else (with or without your permission) incur those Charges. If you become aware of any unauthorised and/or fraudulent use of the Vodafone TV

Service by someone else, you must notify us as quickly as you can. Please note, if you fail to notify us of any unauthorised use of the Vodafone TV Service once you become aware, we will not be liable for any losses which you may incur and you may be liable for such Charges.

10. MAINTENANCE OF THE VODAFONE TV SERVICE

We may make changes to the Vodafone TV Service at any time for various reasons, including but not limited to maintenance, upgrades, fixing errors, improving security and/or as a result of legal or regulatory requirements. These changes will usually take place without affecting your ability to access the Vodafone TV Service and we will try to ensure that we do so out of peak viewing hours, with downtime kept to a minimum. However, as a result of these changes, you may lose access to some or all of your Vodafone TV Service but we will always try to fix this as quickly as possible. We will not be liable for any loss of access to the Vodafone TV Service you may suffer from the temporary loss of access.

11. INTELLECTUAL PROPERTY RIGHTS

You must not use any Content, branding or Intellectual Property Rights of Vodafone, Content providers or third party suppliers without obtaining written provision in advance.

12. ENDING THIS AGREEMENT & SUSPENSION OF THE SERVICE

12.1. Suspension: Sometimes but only when it is necessary, your Vodafone TV Service may be suspended or limited. The reasons for this may be technical, mechanical, operational, security, legal or regulatory and we will restore your access as quickly as we can. We will not be liable for any losses you suffer from any such suspension or limited access.

12.2. In addition to our rights to suspend and/or terminate the Service for technical, mechanical, operational, security, legal or regulatory reasons, we can suspend or restrict your use of any part of the Vodafone TV Service we or our Content providers suspect or detect that your Vodafone TV Box is avoiding or likely to avoid any digital rights management systems that protect the copyright of the Content provided to you through the Vodafone TV Service.

12.3. We will try to tell you in advance when we suspend or restrict your use of the Vodafone TV Services, but we do not have to. **12.4. Ending:** Without prejudice to any other Term, we may end this Agreement, in part or in full, at any time by writing to you if: **12.4.1.** you do anything (or allow anything to be done) which we think may damage or affect the operation of our network; **12.4.2.** a Content provider or third party manufacturing company informs us that you are not complying with their terms and conditions; **12.4.3.** within 7 days of us asking you in writing, you do not do something fundamental that you have to do under this Agreement (for example, pay the Charges when they are due); or **12.4.4.** we are permanently unable to provide the Vodafone TV Service or any material part of the Vodafone TV Service to you.

12.5. When this Agreement comes to an end:

12.5.1. we will disconnect your equipment and any Vodafone TV Box from our network and the Vodafone TV Service. Following this, you will only be able to access direct terrestrial television and Freeview channels;

12.5.2. subject to payment of the third party Charges set out in this Agreement which may appear on your bills following the end of this Agreement, you will have to pay all Charges you owe on the date we disconnect your equipment and/or the Vodafone TV Box from our network and the Vodafone TV Services (including any charges for third party services) following receipt of a bill

12.6. We will cancel your Vodafone TV Service immediately if you do not hold a valid television licence from the TV License Authority.

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