

Terms and Conditions for Vodafone Content Services

1. These terms and conditions are On Demand Terms and Conditions. You are advised to check the most up to date prices and terms and conditions associated with these services before using such services. Vodafone reserves the right to alter any terms of the On Demand Terms and Conditions for legal, technical, operational or commercial reasons without further notice to the Customer.
2. The following terms and conditions of the Vodafone content services are in addition to and form part of the General Terms and Conditions of the Vodafone Mobile Telecommunications Service. In the event of any conflict, these terms and conditions shall prevail.
3. The Services enable Customers to access Content (including images, sounds, video and other applications) made available to them by Vodafone (e.g. via Vodafone live! and similar portals) either by way of Downloading or by Streaming to a mobile phone, personal computer, personal digital assistant or other access device (an "Access Device").
4. Downloading is where a copy of the Content is installed onto the Customer's Access Device for future use by the Customer in accordance with the applicable terms and conditions.
5. Streaming is a live feed of data from an external source (for example from the Vodafone server) to the Customer's Access Device where no copy of the content/application is installed onto

the Customer's Access Device (other than a temporary one as part of the delivery and display of that content).

6. Where content is delivered by way of Downloading:
 - Customers may save the Content on their Access Device but (unless expressly permitted) are strictly prohibited from saving such Content elsewhere; and
 - each request by the Customer to download that Content (i.e. each copy sent to them) will constitute a separate event to be paid for by the Customer at the applicable rate in accordance with the Customer's tariff plan.
7. Where content is delivered by way of Streaming:
 - Customers are strictly prohibited from saving the Content on any device (including the Access Device); and
 - each request by the Customer for that Content (i.e. each viewing) will constitute a separate event to be paid for by the Customer at the applicable rate in accordance with the Customer's tariff plan.
8. Customers acknowledge and accept that the Content is protected by copyright, trade mark and other intellectual property rights of Vodafone or its licensors. Customers are strictly prohibited from editing or modifying the Content, copying,

distributing or forwarding the Content to one or more third parties or allowing third parties to access it.

9. Prior to requesting the Services, Customers should ensure that:

- their Access Device is compatible and appropriately enabled to receive the selected Content. If Customers are unsure whether this is the case they should check the information on www.vodafone.ie, consult their handbook or contact Vodafone customer care;
- (where the Content is to be Downloaded) they have sufficient memory capacity available to receive and save the Content once Downloaded;
- their Access Device remains switched on and connected to the Vodafone network (i.e. does not move out of range) for the duration of the Download/Streaming.