## **Vodafone Maps - Terms and Conditions**

- These shall be considered On Demand Services. You are advised to check the most up to date prices and terms and conditions associated with these services before using such services.
- 2. Details about the service: Vodafone Maps (referred to here as the "Services") enable you to navigate between locations and locate types of products and services within a specific area. The Services are provided by Vodafone Ireland Limited, a company incorporated in Ireland, with registered office at MountainView, Leopardstown, Dublin 18. If you have any queries please get in touch via our online forum.

  These terms set out how you can use the Services (the "Terms") and apply to you from the
  - These terms set out how you can use the Services (the "Terms") and apply to you from the date you first start to use the Services to the date that we terminate the Services and you agree that any applicable cancellation rights under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 in relation to any individual Service will cease as soon as Vodafone starts to provide the Service to you. You can see the latest version of the Terms at http://www.vodafone.ie/terms/index.jsp and we recommend that you print and keep a copy. If we make any changes to these Terms, we'll make sure that we publish the changes on our website in accordance with applicable law.
- 3. Your account and your information: When you use these services, your mobile phone number will be passed at a network level through to the location servers for the following purposes: to verify that you are entitled to use the relevant Service, to send you the information that you have requested from the relevant Service, to locate you in order to provide the information that you have requested, and to bill you via your network operator for the use of the relevant Service. Once the transaction that you have requested has been completed, the Service will remove your telephone number so that a history of your searches cannot be compiled over time. If we transfer our rights and obligations under these Terms to another Vodafone company (in accordance with paragraph 11), we will ensure that the other Vodafone company is subject to the same Terms regarding the use of your account and your information as set out in this paragraph. We will also ensure that your account and your information will be transferred to the other Vodafone company in a safe and secure manner and that the other Vodafone company will not be permitted to use your account or your information for any purpose not covered by these Terms.
  - o the operation of aircraft or vessel navigation systems
  - the transport of any hazardous material
  - o the provision of time critical logistics or fleet management
  - the operation of emergency vehicles
  - use within the military
  - o use as part of air traffic control
  - any use that involves the bulk processing of data included as part of the Services for your or any third party's benefit, or

 modification or the creation of derivative works of the content included as part of the Services.

Use of service: You can only use the Services for your own personal use. Since Vodafone cannot ensure that the information included within the Services is complete, correct, up-to-date or available, you should not use the Services in connection with high risk or commercial activities, such as:

Any guidance provided by the Services is a recommendation only and should not be considered an instruction. If the guidance deviates from local law, regulation or custom, you must always act in accordance, and take into consideration, such local law, regulation and custom and ensure that the safety of you and any third party is not put at risk.

- 4. Third party terms and content: Some of Vodafone's third party content providers require you to comply with additional terms relating to their content that is included within the Services. Please review these terms carefully and make sure that you comply with them. Vodafone is not responsible for, and does not endorse, any third party content.
- 5. Proprietary rights: Vodafone and its licensors own any and all proprietary rights in the Services and you shall not acquire any right in the Services with the exception of the right to use the Services in accordance with these Terms.
- 6. Ending the service: You can stop using the Services at any time. If you use the Services in any way which breaches these terms or which may have an adverse impact on the service, other users or Vodafone, we may terminate your access to the Services. Vodafone may suspend or vary the Services immediately and without prior notice for any reason, including where repair or maintenance work is needed. We may add new features from time to time and have no obligation to offer any particular features made available via the Services. We can withdraw the Services, but will provide at least 30 days notice if we do so.
- 7. What Vodafone is not responsible for: the Services are made available on an "as is" basis. You should check that your mobile device is compatible with the Services prior to registering. Vodafone shall not be responsible for any loss or damage that was not reasonably foreseeable by both you and Vodafone at the time you first registered to use the Services or which is out of Vodafone's control. In addition, Vodafone shall not be responsible for (a) any third party content or services; (b) any loss of, or corruption to data to the extent that such loss or corruption is not caused by Vodafone; or (c) any loss or damage that you could have avoided or mitigated by being careful.
- 8. Data charges: When accessing or using the Services, you will be responsible for all of your access and data charges in accordance with your price plan. Roaming charges apply for data usage when accessing the Services from abroad and will be charged in accordance with your price plan.
- 9. Subscription charges: Where a subscription charge is payable for you to use certain features of the Services ("Chargeable Features") the price shall be the price advertised at the time of purchase and shall include Value Added Tax and any other applicable tax at prevailing rates from time to time. There is no minimum subscription period applicable to

the Services (unless otherwise advertised). Vodafone or its nominated agent will collect any amounts due monthly in advance by adding the amount to your account if you are a bill pay customer or deducting it from your balance if you are a Pay as you Talk customer. If you have missed any payments you owe, we can suspend provision of the Chargeable Features to you without giving you notice.

If you don't have enough credit to pay your subscription your subscription will lapse and you will no longer be able to access the Chargeable Features. You can cancel your subscription at anytime by calling 1907 for Bill Pay, or 1747 (from a mobile) or 1850 20 40 20 (from a landline) for Ready To Go, through the My Account pages on your handset or by visiting a Vodafone store. Once you notify us that you wish to cancel, you will no longer be charged and your subscription will lapse on the next renewal date. You will not be charged or (if you have paid in advance) you will be refunded for any period in which the Chargeable Features are unavailable to you other than as a consequence of your breach of these Terms.

- 10. Legal rights: Nothing in the Terms shall affect any legal rights which you are always entitled to as a consumer and that you can not contractually agree to alter or waive. For more information about your legal rights contact your local consumer advisory body.
- 11. General terms: We may allow another person to perform any of Vodafone's obligations under these Terms on our behalf. You agree that we may transfer our rights and obligations under these Terms to another Vodafone company without giving you further notice. If we transfer our rights and obligations to any other third party, we will inform you. We reserve the right at any time to disclose any information we consider necessary to satisfy any applicable law, regulation, legal process or governmental request. If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deleted from these Terms and the remainder of these Terms shall not be affected. Vodafone may provide you with notices by email, text, regular mail or website postings. These Terms and the use of the Services shall be governed and interpreted in accordance with the law of Ireland and you consent to the non-exclusive jurisdiction of the Irish courts, subject to any applicable law which provides otherwise in the event that you are a consumer.