

1. Your acceptance to use the Apps:

The Apps are provided to you by Vodafone Sales and Services Ltd, registered in England and Wales at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN, under registered number 06844137 and registered VAT number GB 569 95 32 77.

BY USING THE APPS YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE. If you choose not to agree with any of these terms, you may not use the Apps.

PLEASE NOTE THAT FOR ANDROID PHONES ONLY A TWO STEP PROCESS MIGHT BE NEEDED TO ACCESS TO EMERGENCY SERVICES: (1) you dial the emergency services number and press the call button which will then direct you to your native keypad where (2) you must press the call button again. There is also an option to press “Emergency Call” in the Call+ dialler which will take you directly into your native keypad where you will then need to dial the emergency services number as usual.

You may use third party applications within the App (“Third Party App”) which will allow you to further enrich the features of the Apps. Because any Third Party App is developed by a party other than Vodafone, please make sure you have read through the Third Party App terms and conditions to ensure you are familiar with how any Third Party App that you may use works and how your data may be used by the Third Party App. You understand and agree that Vodafone is not responsible or liable for the behaviour, features or content of any Third Party App.

2. Using the Apps

The Apps are an enriched calling and integrated messaging service that will allow you to:

- a) add rich features to your calling experience provided by Vodafone, such as to send and receive files (for example, pictures, video, audio, vCards and your location data (the “Content”)) during a call, or share certain Content such as location before or after the call; and
- b) send and receive messages with your content (“Instant Messaging”), (the “Service”).

To be able to use the enriched features of the Apps, you and your contacts need to have a Rich Communication Services (“RCS”) compatible client supporting enriched calling features, and both have data enabled

If you and your contacts have a Rich Communication Services (RCS) compatible client and both have data enabled, your messages and files will be sent and received over the internet (Instant Messaging), otherwise messages and files will be sent via SMS and MMS in accordance with your carrier’s plan (save for iOS devices where the message will not be delivered unless both you and your recipient have RCS and have an active data connection).

Depending on your device, Message+ could:

- a) show when you and your contacts are active or when they have been last active,
- b) show who is currently typing and when a message has been sent, delivered and read.
- c) enable you to share your location with your recipients by selecting the ‘share location’ feature.

Group chat only works with RCS enabled contacts who are currently active on Message+ (Online-Group Chat).

You are responsible for your messages and any Content that you share, so make sure that they comply with all laws which may apply. In particular, you must make sure that your messages and Content are not harmful or offensive and that you own all rights to the Content you send to your contacts. You should not share music or video files unless you own all rights in these. Sharing music or video without the permission of the copyright owner is unlawful.

To be able to use either of the Apps you will need to have both Call+ and Message+ installed.

Please be aware that any attachment to the message shared through Message+ (such as pictures, audio or video messages) will be automatically stored in your handset (even if the related message has been deleted) until you manually delete it from your handset.

To use the Apps, you must be 16 years old or more, or an emancipated minor, or possess legal parental or guardian consent, and be able to enter into these terms. You may not be located in a country that is subject to any EU, UK and/or U.S. Government embargo, or that has been designated by the EU, UK and/or U.S. Government as a "terrorist-supporting" country, and that you are not listed on any EU, UK and/or U.S. Government list of prohibited or restricted parties.

3. Rights

Vodafone grants you a non-exclusive right to download, install and use the Apps in your territory on your mobile device for your own personal non-commercial use only.

We and our licensors own all proprietary rights in the Apps. You will not have any right to the Apps apart from the right to use the Apps in line with these terms. In particular you understand and agree that: i) You are not permitted to resell copy, or distribute the Apps for any commercial purposes or use the Apps or in any other manner inconsistent with these Terms of Service ii) you are not permitted to duplicate, transfer, to, copy or distribute any part of the Apps in any medium without our prior written authorisation (iii) you are not permitted to reverse engineer, alter or modify any part of the Apps; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service.

Nothing in these terms affects any legal rights you have as a consumer. For more information about your legal rights contact your local consumer advisory body.

4. Your information

So that we can operate the Apps, troubleshoot them if you have a problem, and optimise and improve its performance, we use your information in the following ways:

- We collect your mobile phone number, email address and, only with your explicit consent, we collect names, phone numbers and email addresses from your address book for the sole purpose of providing the Service (eg. To ensure notifications for messages you receive are shown with the name of the sender as it is shown in your address book).
- We collect some information about your phone and your use of the Apps (for example, language, device and usage statistics).

- The Apps are designed to work with the services offered by your local operator, part of Vodafone's global network. We share some information with your Vodafone operator so that we can operate and promote the service.
- We will share some information with your Vodafone carrier and get some information back from them: your mobile number and other information about your tariff and the services available to you.
- The Apps shows your current status to other users on the messaging service: you will appear 'online' or, depending on the device, when you have last used Message+ as the date and time of your last access will be displayed. You can disable the last active functionality at all times by going to 'Settings' and unchecking the 'Last active' option.

You must notify us immediately of any breach of security or unauthorized use of your mobile phone. Although we will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses caused to us or others due to such unauthorized use.

5. Cost

The Apps are provided to you free of charge. You will not be charged for installing the Apps. Unless you are using a Wifi connection, you will be charged according to your carrier plan for the use of data to download the Apps, and for the messages and Content that are sent and received over the internet. Where an internet connection is not available your messages will be charged as SMS. The voice calls made through Call+ will be charged per minute according to your carrier plan. We would recommend that you purchase an integrated price plan.

6. Ending or changing the Apps

You can stop using the Apps at any time. Depending on the device type, you might also be able to uninstall or deactivate the Apps from your device.

We may suspend, end or change the Apps immediately 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 via the Apps. We can withdraw the Apps, but will provide at least 30 days' notice if we do so.

7. What we are not responsible for

We provide the Apps on an 'as is' basis for your personal use only. Not all of the Apps' services will work with all mobile equipment – you will need to check that your mobile equipment is compatible with the Apps before you register. We will not be responsible for any loss or damage that we or you could not reasonably expect at the time you first began to use the Apps or which is out of our control. We will also not be responsible for:

1. any loss or damage arising as a result of any content which you upload, store or share;
2. any content or services provided by another person or organisation;
3. any loss or damage that you could have avoided or reduced by being careful or taking reasonable steps; or

4. any loss of, or corruption to your content or other data if that loss or corruption is not caused by us or is out of our reasonable control

8. General terms

We may allow another person to perform any of our obligations under these terms on our behalf. You agree that we may transfer our rights and obligations under these terms to another Vodafone company. If we transfer our rights and obligations to any other third party, we will let you know. If any of these terms cannot be enforced by any court or other authority we will delete it from these terms and it will not affect the rest of the terms. We may send you notices by email, text, post or on our website. We can change these terms at any time by posting the amended terms on <http://www.vodafone.ie/terms>.

These terms and the provision of the Apps will be governed by the laws of England and Wales. Any disputes will be dealt with by courts of England and Wales subject to any applicable law which provides a different jurisdiction for you as a consumer.

9. Support

We hope you enjoy using the Apps.

If you have any problem you can contact us directly through the Apps by clicking on the button 'send a feedback' and then 'Report an issue.' Alternatively, if you cannot access the Apps, you can contact us through the website at <https://www.vodafone.ie/help/contact-us/>.