

Backup+

Backup+ is provided to you by Vodafone Ireland Limited, Mountainview, Leopardstown, Dublin 18 and registered in Ireland: No. 326967 These terms and conditions (the "Terms") apply to your use of the Backup+ app ("Backup+"). This agreement is in addition to and forms part of the general customer terms and conditions of Vodafone Ireland Limited ("Vodafone") under which you enjoy access to Vodafone's mobile telecommunications services. For further details on the general terms and conditions as they apply to you please visit www.vodafone.ie/terms. By using Backup+, you confirm you have read and agree to these terms.

1. Using Backup+

Backup+ allows you to:

- to back up and transfer photos, videos and audio files from your mobile device to the Dropbox cloud service once you have an account with them ("Dropbox"); and
- where the Backup+ app for your mobile device's operating system has been activated for the function, to back up and transfer contacts from your mobile device to and from Dropbox;
- to sign up for additional space for your Dropbox account. Separate and additional terms and conditions will apply to this additional storage in addition to these general terms and conditions.

2. Dropbox

In order to use Backup+ you will need to have an active Dropbox account.

If you have not already got an account you will need to create one during the Backup+ registration process.

Once you have completed the registration process to create a Dropbox account you will become a customer of Dropbox, Inc. Your use of Dropbox is subject to Dropbox's Terms of Service and Privacy Policy, available at <https://help.dropbox.com/accounts-billing/security/terms-service-privacy-policy>. Dropbox, Inc. is responsible for the storage of your content on Dropbox.

Backup+, when used in conjunction with Dropbox, acts only as an interface to allow you to access your Dropbox account and to back up items from your phone to Dropbox. Vodafone is not responsible to you for (1) any service or content provided by Dropbox or (2) any breach by Dropbox of its Terms of Service.

By linking Backup+ to your Dropbox account you allow Backup+ to access to your Dropbox account only for the purposes of providing the Backup+ service (as modified from time to time).

3. Registration and use

To use Backup+, you must be 16 years old or more, or an emancipated minor, or possess legal parental or guardian consent, and be capable of being bound by these Terms. You may not use Backup+ if you are 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, or you are listed on any EU, UK and/or U.S. Government list of prohibited or restricted parties.

You must register to use Backup+. You can register for Backup+ by downloading the Backup+ application, opening it on your device and following the on-screen instructions. Please note that your handset must be a supported handset.

You are responsible for the activity that occurs on your account. You must keep your account password (or PIN) secure, and notify us immediately of any breach of security or unauthorised use of your account.

4. [Back up of Contacts on iPhone and iPad] / [Back up of Contacts outside of Dropbox]

Where your Backup+ app version is not yet enabled for back up of contacts to Dropbox, your contacts will be backed up contacts online.. You must have an active mobile agreement with Vodafone in order to be able to back up and store your contacts in this way. If you cancel your mobile agreement with Vodafone your account and all related data will be deleted 30 days after your agreement is terminated.

When you delete the contact information held on your account it will remain on our system for 30 days. After that time you will not be able to retrieve the contact information you have deleted.

5. Rights

We grant you a non-exclusive and non-transferable right to download, install and use Backup+ in your home country on your mobile device for your own personal non-commercial use only.

We and our licensors own all proprietary rights in Backup+. You will not have any right to Backup+ apart from the right to use Backup+ in line with these Terms. In particular you understand and agree that:

1. You are not permitted to resell copy, or distribute Backup+ for any commercial purposes or use Backup+ in any other manner inconsistent with these Terms
2. you are not permitted to duplicate, transfer, to, copy or distribute any part of Backup+ in any medium without our prior written authorisation
3. you are not permitted to reverse engineer, alter or modify any part of Backup+; and
4. you will otherwise comply with these Terms.

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.

6. Your information

How we collect and use your information generally is explained in our Privacy Policy which can be found at <https://n.vodafone.ie/privacy.html> .

So that we can operate Backup+, troubleshoot it 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 for troubleshooting.
- We collect some information about your device and your use of Backup+ (for example, language, device, usage statistics and crash statistics).
- We may contact you from time to time to advise you on your use of Backup+ and other Vodafone services.

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

We may also share your information with certain third parties. We will only do this where you have indicated you are happy for us to do this (e.g. where you link your Backup+ application and Dropbox account with another third party service).

7. Cost and additional Dropbox space

Your Vodafone plan may entitle you to some additional space for your Dropbox account at no extra cost and/or you may be eligible to subscribe for additional space and be charged for additional Dropbox space directly by Vodafone. Any such offers or options will be governed by additional terms and conditions which you will be able to review before subscribing to any such offer. You must agree to those additional terms in order to subscribe for that additional Dropbox space.

There may be data charges if you download Backup+ and/or transfer content over the mobile network. The data consumption will form part of your data bundle or, if you are an out of bundle user, you will be charged at the standard network rates. If you access Backup+ outside your home country then you may incur additional data charges at the standard data rates for roaming.

You can choose whether to back up over Wi-Fi or the mobile network. We recommend doing your first back up over Wi-Fi as there may be a high volume of data to transfer to Dropbox if you have a lot of photos, video and/or audio files.

8. Ending or changing Backup+

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

We may without notice suspend or change Backup+ 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 Backup+. We may also modify or change Backup+ to allow you to take up offers with other selected third parties and these will also be subject to additional terms and conditions.

We can withdraw Backup+ at any time, but will provide at least 30 days' notice beforehand.

9. What we are not responsible for

We provide Backup+ on an 'as is' basis for your personal use only. 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 Backup+ or which is out of our control. We will not be responsible to you for any indirect or consequential loss or damage whatsoever whether it is foreseen or unforeseen including but not limited to loss of profits, data, revenue, business, anticipated savings or goodwill.

To the extent permitted by applicable law, we exclude all representations, warranties and other terms not expressly stated in these terms, including any implied warranties or conditions as to non-infringement of third party rights and fitness for a particular purpose in relation to your use of Backup+. We will also not be responsible for:

1. a) any loss or damage arising as a result of any content which you upload, store or share;

2. any loss of income or profits;
3. any loss of use of the Backup+ service;
4. any lost business or missed opportunities;
5. any content or services provided by another person or organisation (including, for example, Dropbox);
6. any loss or damage that you could have avoided or reduced by being careful or taking reasonable steps; or
7. 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.

Unless our negligence causes death or personal injury or we act fraudulently, our liability to you will not be more than €500 for each claim or a series of related claims.

Your content may be subject to a third party's intellectual property rights. You are wholly responsible for any content transferred through Backup+. Please ensure you have the appropriate permissions prior to any transfer.

Backup+ will not transfer or backup any audio files which are subject to digital rights management ("DRM") restrictions.

10. Limitations of service

It is important to note that we do not warrant that your use of Backup+ will be error-free, uninterrupted, available at all times or that we will be able to provide a fault-free service.

You are responsible for ensuring the compatibility of this application with your device, and for the installation of, use of, and results obtained from Backup+. You shall ensure that your device meets the system requirements of Backup+ in order to continue using Backup+ (this includes obtaining

updates or upgrades from time to time). We do not warrant or accept any legal responsibility for operation of the device used to access the features of Backup+ or of your use of any Dropbox services.

In order to use Backup+ you will need a compatible device, a Vodafone ID, a linked Dropbox account and internet access. Only one Dropbox account can be linked to your Vodafone ID.

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11. General terms

This is the entire agreement between you and us for Backup+.

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 part of these Terms cannot be enforced by any court or other authority, the remainder of the Terms will remain in full force and effect, and that part will be deleted and substituted with an enforceable alternative.

We may send you notices by email, text or post.

We may revise these Terms from time to time and will always post the current terms on <http://www.vodafone.ie/terms>. If a revision significantly affects your rights under these Terms we will notify you. However, by continuing to use Backup+ after the revisions have taken effect, you are deemed to have

agreed to the revised terms. Don't forget, you can stop using Backup+ at any time.

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

12. Support

We hope you enjoy using Backup+

If you have any problem you can contact us directly through the Backup+ application or through our online support pages <https://n.vodafone.ie/support.html>.

If you have any problem regarding the Dropbox service itself, please refer to www.dropbox.com/help.

Additional Dropbox Space Offer T&Cs

1. Status of these terms

These terms and conditions relate to a promotional offer by Vodafone for you to obtain, depending on your Vodafone calling plan, additional space for your Dropbox account in connection with the Vodafone service 'Backup+' for a promotional period, and an automatic paid monthly subscription for additional Dropbox space on expiry of that promotional period. Where such promotional offer is not available on your Vodafone calling plan, you may be offered the option to subscribe for a standalone paid monthly subscription. These terms are between you and us (Vodafone) and are applicable from 3rd December 2015 until further notice. These terms and conditions apply in addition to:

1. The general customer terms and conditions of Vodafone Ireland Limited under which you enjoy access to Vodafone's mobile telecommunication services, available on www.vodafone.ie/terms AND
2. The terms and conditions applicable generally to your use of Backup+, a copy of which is available here. Terms not defined here have the meaning in those terms. Your acceptance of these additional terms by agreeing to be bound by them within Backup+ (and your acceptance of any promotional offer detailed within Backup+) and your continued use of Backup+, constitutes your acceptance of these additional terms (together with the general terms referred to above).

2. Eligibility

The service described in these additional terms is for Dropbox end users and consists of additional space for the user's Dropbox account for the applicable period of time as set out in the relevant set up page of Backup+ (which, for some Vodafone calling plans may be unlimited in time). You will only be eligible for any such offer if you:

- have a Vodafone mobile telephone number assigned by

Vodafone with the country code of the territory of the relevant Vodafone company which is providing you with your Vodafone account;

- have the Backup+ application installed and set up on your mobile device;
- have an eligible Vodafone calling plan (at our discretion); and
- have a Dropbox account and have linked Backup+ with your Dropbox account.

3. Promotional Offer and Paid Monthly Storage Subscription – storage and term Promotional Offer

Your Vodafone calling plan may entitle you to a promotional offer for a certain defined period to increase your Dropbox space amount (beyond the Dropbox free plan amount, which is currently named Dropbox Basic), without additional charge for a promotional period, and you will be able to choose, during the set up process for Backup+ (or subsequently), to subscribe to this option (the "Promotional Offer"). The amount of additional storage for your Dropbox account and the term of the promotional period applicable to your calling plan will be shown in Backup+ at the time you are offered the Promotional Offer.

Note to VGCs – please discuss this with your local VAT contact as this wording may need to be amended to accommodate local VAT

interpretation. The term of the promotional period for any such Promotional Offer will begin on the date you subscribe for the Promotional Offer through Backup+ by accepting these terms (and not on the date you complete "Get Started" – see more on this below). Please note if you only complete Get Started towards the end of your Promotional Offer period you will have a shorter period in which to enjoy the full additional amount of Dropbox space.

Where your Vodafone calling plan entitles you to additional Dropbox space for the whole period of your Vodafone calling plan, this will be visible in Backup+. At the end of your Promotional Offer period, you will be automatically billed for a storage subscription for an additional 25GB of Dropbox space over the Dropbox free plan amount (see section 6 below on this automatic billing).

If your Dropbox stored amount is greater than this additional 25GB, you will not be able to upload new content until you come below the new limit but you will still be able to have read-only access to the existing content (or otherwise as stated in the Dropbox Terms of Service). In this instance, you will also have the option to subscribe for the 25GB of additional Dropbox space.

Paid Monthly Storage Subscription
Where your Vodafone calling plan does not entitle you to a Promotional Offer or you have cancelled such offer, you may be given the option to pay Vodafone a monthly fee to increase your amount of Dropbox space by 25GB through Backup+ at the price per month [including VAT] set out beside

such option in Backup+. Such subscription will continue until you cancel it (see "Cancellation" below). We refer to this as the **"Paid Monthly Storage Subscription"**.

4. **Get Started**

In order to fully utilise any additional Dropbox space as part of any Promotional Offer (but not the Paid Monthly Storage Subscription) you will have to complete Dropbox's "Get Started" steps (as outlined in at www.dropbox.com/gs).

Initially on subscription to the Promotional Offer you will have access to an additional 3GB of Dropbox space (over the Dropbox Basic plan amount). Once you have completed "Get Started" then you will have access to the remaining amount of the additional Dropbox space included within your Promotional Offer. For example, if you are entitled to an additional 25GB of space, initially, on subscription, you will receive an additional 3GB and then, on completion of "Get Started", you will receive further 22GB of additional Dropbox space, thus totalling the additional of 25GB of space. If you are a subscriber to the Promotional Offer, you must complete "Get Started" by the end of the time period for that Promotional Offer.

5. **Status of subscription**

You will be able to check the status of

your Promotional Offer subscription or the Paid Monthly Storage Subscription via the "My Offer" page within Backup+ (or equivalent page). This will always show the amount of GB of Dropbox space you have subscribed for, the duration of your free Promotional Offer duration (if applicable), and the price following the end of your Promotional Offer or of the Paid Monthly Storage Subscription (as applicable).

6. **Charges and automatic billing after expiry of Promotional Offer**

Paid Monthly Storage Subscription If you have subscribed to the Paid Monthly Storage Subscription described above, you will receive an additional 25GB of Dropbox space through Backup+ at the price per month [including VAT/excluding VAT] set out beside such option in Backup+.

Such amount, if chosen by you, will be added to your usual monthly bill or deducted from your pre-paid credit balance and you agree to be billed or charged for that amount. Pay as you go customers will need to have credit on their account each month in order for the monthly standalone subscription payment to be made. Promotional Offer – automatic billing of Paid Monthly Storage Subscription after promotional period No charge will be made by us or Dropbox for the term of the promotional period of any Promotional Offer in addition to the amount already charged for your Vodafone calling plan. However (unless the promotion

applicable to your Vodafone call plan states otherwise), at the end of such offer period, you agree to be automatically billed on a monthly basis for a fixed amount of 25GB of additional Dropbox space through Backup+ at the price per month [including VAT/excluding VAT] set out beside such option in Backup+, until or unless you cancel such subscription (as set out directly below).

This 25GB is over and above the Dropbox Basic plan amount – not the amount you previously had during any Promotional Offer.

We will notify you by SMS prior to the commencement of this automatic billing and you will have a chance to choose not to take the Paid Monthly Storage Subscription. Cancellation is described below.

The Paid Monthly Storage Subscription, if you do not cancel it, will be added from your usual monthly bill or deducted from your pre-paid credit balance and you agree to be billed or charged for that amount. Pay as you go customers will need to have sufficient credit on their account each month in order for the monthly standalone subscription payment to be made.

We will notify you if the price for the Paid Monthly Storage Subscription changes during the term of this agreement

7. Relationship with Dropbox services and acceptance of Dropbox terms

If you purchase access to additional Dropbox space as described in these terms, you are and remain a customer of Vodafone (except for the period of

any time-limited Promotional Offer where you will be a customer of Dropbox). In order to take up the Promotional Offer or the Paid Monthly Storage Subscription, you must create a Dropbox account (if you do not have one already). Once you have completed the registration process to create a Dropbox account, certain services in connection with Backup+ (for example, Dropbox space) are provided by Dropbox. Your use of Dropbox is subject to Dropbox's Terms of Service and Privacy Policy, available at <http://www.dropbox.com/terms> and <https://help.dropbox.com/accounts-billing/security/terms-service-privacy-policy>, respectively. Vodafone is not legally responsible to you for the storage of your content on Dropbox.

8. Cancellation

You may cancel your automatic rolling over onto the Paid Monthly Storage Subscription at any stage. You may decide to cancel your additional Dropbox space (including the Paid Monthly Storage Subscription) at any time, via the "My Offer" page in your Backup+. Cancelling such additional Dropbox space will not cancel your Dropbox account, if you would like to cancel your Dropbox account please contact Dropbox as per the Dropbox Terms of Service. While you may cancel the Promotional Offer at any stage, if you do so you will not be able to re-subscribe for the Promotional Offer again (except where your Promotional Offer period lasts for the whole of your

Vodafone calling plan) and may be offered an alternative paid option to increase your Dropbox space (for example, the Paid Monthly Storage Subscription). In addition, if you cancel during your Promotional Offer period, your additional Dropbox space will not be available at the end of the next renewal period (for example, monthly cycle) and not at the end of the stated Promotional Period. The cancellation will take effect from the next monthly anniversary of the date you subscribed except where you cancel less than 24 hours before your next monthly anniversary date in which case cancellation will take effect from the following monthly anniversary. You will not be refunded for any partial months.

9. Cooling off period - right to cancel within 14 days

You can cancel your Paid Monthly Storage Subscription during the first 14 days following the date you first registered for the monthly subscription ("Cancellation Period"). We'll reimburse you for any monthly subscription payments you have already made. After the Cancellation Period you can terminate your Paid Monthly Storage Subscription as outlined above.