



DreamLab application - Terms and conditions

Updated: March 2018

1. Use of the DreamLab application and device specifications

- 1.1. You may use this software on a smartphone or tablet device (**Device**) only if you own the Device or have the permission of the owner of the Device. Your Device must have a mobile internet or Wi-Fi connection and meet the following system requirements to operate this application: Android devices with "KitKat" v4.4 or above, 1.5GHz Dual core, 1GHz Quad core processor with 1GB of RAM and Apple devices with iOS 10 and later. The DreamLab application is not compatible with other device operating systems, such as Windows, Symbian OS, Blackberry and other operating systems.
- 1.2. By downloading, installing or otherwise using the DreamLab application on your Device, you agree to be bound by these terms and conditions (**Terms**). If you do not agree to be bound by these Terms, you should not download, install or otherwise use the DreamLab application.
- 1.3. These Terms apply to your use of the DreamLab application. The Terms are between Vodafone Limited (company number 1471587) whose registered office is at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN (**Vodafone**) and you.
- 1.4. The DreamLab application is owned by Vodafone Foundation, an independent charity registered with the Charity Commission in England and Wales with charity registration no. 1089625, of 1 Kingdom Street, London, England, W2 6BY (**Vodafone Foundation**) and is being promoted by Vodafone.

2. Licence

- 2.1. Vodafone grants to you a personal, non-transferable, non-exclusive, revocable license to install and use the DreamLab application in object code form only for non-commercial purposes on your Device.
- 2.2. You must not:
 - (a) reverse engineer, decompile, disassemble or otherwise attempt to access the source code of the DreamLab application;
 - (b) sell, publish, rent, lease, lend, sublicense, distribute or otherwise make the DreamLab application available to any third party;
 - (c) work around any technical limitations in the DreamLab application or use the DreamLab application in an attempt to, or in conjunction with any device, program or service designed to, circumvent technical measures employed to control access to, or the rights in, a content file or other work;
 - (d) modify or make any derivative works of the DreamLab application, in whole or in part;
 - (e) remove any proprietary notices or labels on the DreamLab application or any copy thereof;
 - (f) use the DreamLab application to infringe the rights of any person; or
 - (g) make any use of the DreamLab application in any manner not authorised by these Terms.
- 2.3. If you download the DreamLab application from Google Play™, in addition to these Terms, your use of the DreamLab application is also subject to Google Play Terms of Service (https://play.google.com/intl/en-us_us/about/play-terms.html). To the extent of any conflict between these Terms and Google Play Terms of Service (as the case may be), these Terms will prevail.
- 2.4. If you download the DreamLab application from the Apple App Store, in addition to these Terms, your use of the DreamLab application is also subject to Apple Store Terms of Service (<https://www.apple.com/legal/internet-services/itunes/us/terms.html>) To the extent of any



conflict between these Terms and Apple Store Terms of Service (as the case may be), these Terms will prevail.

3. Donating computing power

- 3.1. The DreamLab application permits you to donate the computing power of your Device for use by the following partner: Imperial College of Science, Technology & Medicine London an organisation incorporated in England by royal charter with registered number RC00231 whose registered office is at Exhibition Road, London SW7 2AZ (**Research Partner**).
- 3.2. You acknowledge and agree that projects are operated by third parties including without limitation the Research Partner and may be subject to additional terms and conditions provided by that third party or app store operator (**Third Party Terms**).
- 3.3. You must comply with all Third Party Terms and you agree that the third party, not Vodafone or Vodafone Foundation, is solely responsible for the project and any use of your Device by the project and any third party that utilises the DreamLab application on your Device.
- 3.4. The DreamLab application requires your Device battery to be charging (connected to an electrical charging source). The DreamLab application also requires mobile network or Wi-Fi connectivity to function. You are solely responsible for paying all expenses you may incur when you access or use the DreamLab application, along with your mobile telecommunications or internet service provider charges and any excess charges to that provider if you have a limit on the amount of data you can download together with the costs of the Device and any other equipment of software you need to connect to and use the DreamLab application.
- 3.5. The DreamLab application is available on the global Google Play store and Apple Store, which means you can download and use it from anywhere in the world.
- 3.6. Each calendar month you can choose the amount of data you contribute using the DreamLab application. If you are using a mobile network, you can choose to contribute 50MB, 250MB or 500MB of data. If you are using Wi-Fi connectivity you can choose to contribute 500MB, 1GB or unlimited data. Please note, the DreamLab application works on a calendar month basis, which might not be in sync with your billing cycle. You can check your DreamLab application monthly data usage in the DreamLab application settings.
- 3.7. If you are roaming, data can cost significantly more than at home. If you choose to use the DreamLab application while roaming on a mobile network, you will be charged for your data contribution at roaming rates. You can set the DreamLab application to off on mobile or Wi-Fi in the application settings.
- 3.8. For the avoidance of doubt, you are contributing your Device's computing power and data to support a research project of the Research Partner(s). You are not making a tax deductible donation to Research Partner and you will not be issued with a tax receipt by either Vodafone or the Research Partner for any contributions made through the DreamLab application.

4. Intellectual Property

- 4.1. You acknowledge that the DreamLab application is licensed to you and that no ownership rights in the DreamLab application pass to you. You must use the DreamLab application only in accordance with these Terms and any Third Party Terms.



- 4.2. As between Vodafone and you, all intellectual property rights, including adaptations, translations and derivative works in the DreamLab application are the exclusive property of Vodafone or the Vodafone Foundation (or its licensors as the case may be), and vest in or are transferred to Vodafone or the Vodafone Foundation immediately upon creation.
- 4.3. All Intellectual Property Rights in the content, software and systems owned by or licensed to Vodafone and Vodafone Foundation in respect of the DreamLab application, including images, text, logos, names, designs, trademarks and copyright are reserved to Vodafone and Vodafone Foundation and or its licensors as the case may be.
- 4.4. "Vodafone", "Vodafone Foundation", "Research Partner" and each of their associated logos are trademarks of Vodafone and the Research Partner respectively and all rights are reserved.

5. Updates

- 5.1. From time to time, Vodafone at its absolute discretion may make available to you updates for the DreamLab application (**Updates**). These Updates may provide, without limitation:
 - (a) minor bug fixes;
 - (b) correction of defects; and
 - (c) enhancements to the functionality of DreamLab.
- 5.2. Vodafone is responsible for maintaining and supporting the DreamLab application only to the extent required by any applicable laws.

6. Privacy

- 6.1. In order to enable you to make use of the DreamLab application features, the DreamLab application collects the below information about you:
 - (a) Universal Unique Identifier (UUID) – a unique device identifier assigned when the DreamLab application has been downloaded; and
 - (b) Country of install (SIM) - so that the DreamLab application can be set to default off / on when roaming (Android Devices only).
- 6.2. Vodafone will use the above information and any other information you provide, in accordance with the privacy statement provided along with the DreamLab application from time to time (**Privacy Statement**).
- 6.3. Vodafone will not use any of your personal data for marketing communications. Vodafone will not share or disclose to third parties any information collected by the DreamLab application, unless explicitly required by law.
- 6.4. The security of your personal information is important to Vodafone. Vodafone takes all reasonable steps to securely store your personal information so it is protected from unauthorised use, access, modification or disclosure. This includes both physical and electronic security measures.
- 6.5. Vodafone sometimes uses service providers to process, manage and store personal information. Where it does so, it requires those service providers to comply with strict requirements about the use and protection of your details. Vodafone also ensures that your personal information is seen and used only by staff who need it to do their jobs. Vodafone staff securely destroy any printed documents containing your details. Vodafone runs checks of its systems, service providers and staff to make sure that your personal information is held and used properly. Vodafone gives its staff special training about privacy and the proper use of your details.



- 6.6. Vodafone takes all reasonable measures to make sure the personal information it holds is accurate, complete and up to date. However, the accuracy of your information is largely dependent on what you provide. To make sure Vodafone has got your most current and accurate details, please let Vodafone know when your information changes.

7. Termination

- 7.1. These Terms are effective until terminated by either Vodafone or you. They may be superseded by Vodafone making available any updates thereto. They will automatically terminate if you fail to comply with any of them. If terminated, you must immediately destroy all copies of the DreamLab application, and the following Sections of these Terms will survive: Sections 9 to 17 and any other sections that are intended to do so.

8. Product Claims

- 8.1. The DreamLab application is provided on an 'as is' basis. Vodafone is responsible for addressing any of your claims or any third party relating to the DreamLab application including, but not limited to:
- (a) product liability claims;
 - (b) any claim that the DreamLab application fails to conform to any applicable legal or regulatory requirement; and
 - (c) claims arising under applicable consumer protection legislation.
- 8.2. Vodafone will not be responsible for any loss or damage that it or you could not reasonably expect at the time you first began to use the DreamLab application or which is out of our control. Vodafone will also not be responsible for:
- (a) any services provided by another person or organisation; or
 - (b) any loss or damage that you could have avoided or reduced by being careful or taking reasonable steps.
- 8.3. All complaints and claims should be directed to Vodafone.

9. Liability

- 9.1. Subject to clause 9.2, any representation, warranty, condition, guarantee or undertaking that would be implied in these Terms by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law.
- 9.2. Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by relevant consumer protection legislation or applicable law that cannot be excluded, restricted or modified by agreement.
- 9.3. Where Vodafone's liability cannot be lawfully excluded, it is limited at the option of Vodafone, to:
- (a) the resupplying of access to and use of the DreamLab application; or
 - (b) the payment of the cost of having access to and use of the DreamLab application supplied again.
- 9.4. Subject to this clause 9 and to the extent permitted by law, the maximum aggregate liability of Vodafone for any and all losses, damages and claims arising out of or in connection with your use of the DreamLab application under these Terms, including liability for breach, in negligence or in tort or for any other action howsoever arising, whether common law, statutory or otherwise, is limited to the sum of £100.
- 9.5. Vodafone or the Vodafone Foundation are not liable (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) for: (i) any loss (whether direct or indirect) of profit,



revenue, anticipated savings or goodwill; (ii) any loss of or corruption to data; or (iii) any indirect or consequential losses, regardless of whether they were contemplated when these Terms were entered into. Neither party excludes any liability which cannot be excluded by applicable law.

10. Indemnity

10.1. You agree that your access to and use of the DreamLab application is at your own risk.

10.2. You will at all times indemnify Vodafone and will continue to indemnify, hold harmless and defend Vodafone and its principals, agents, servants and employees (**the Indemnified Parties**) from and against all liabilities, costs and expenses suffered or incurred by any of those indemnified including, without limitation, all reasonable legal fees incurred by the Indemnified Parties, arising out of or in connection with any of the following, except to the extent that any liability, loss or damage is solely and directly caused by the wilful misconduct or negligence of the Indemnified Parties:

- (a) any unauthorised use or disclosure of the DreamLab application by you;
- (b) any loss or damage arising out of, or in connection with, any personal injury, death or damage to tangible property arising out of the performance of these Terms by you;
- (c) any breach of these Terms by you; and
- (d) any negligence, illegal or unlawful or wilful act or omission by you in connection with these Terms;
- (e) any claim by a third party as a result or arising out of:
 - (i) the use of the DreamLab application by any means and in any form that was not specifically approved or authorised in writing by Vodafone;
 - (ii) the use of the DreamLab application in a manner or for a purpose not reasonably contemplated or not authorised in writing by Vodafone;
 - (iii) the modification, adaptation, merger or alteration of the DreamLab application without Vodafone's prior written consent; or
 - (iv) any wilful, unlawful or negligent act or omission by you.

10.3. Nothing in these Terms authorises you to defend, compromise or settle any claim or proceedings on behalf of Vodafone.

11. No Waiver

If Vodafone elects not to exercise or enforce any right that it has against you at a particular time, this does not prevent Vodafone from later seeking to exercise that right against you.

12. Severability

If, for any reason, a court of competent jurisdiction holds any term, condition or other provision of these Terms to be unenforceable, the remaining terms, conditions and other provisions will remain in full force and effect.

13. Assignment

You may not assign, sublicense or otherwise transfer your rights (if any) under these Terms.

14. Entire Agreement

These Terms and any documents incorporated into the Terms by reference constitute the entire agreement between Vodafone and you in relation to the DreamLab application.



15. Governing law

These Terms will be governed by and construed in accordance with the laws of England and Wales and each Party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to this Agreement.

16. General

Vodafone may allow another person to perform any of its obligations under these Terms on its behalf. You agree that Vodafone may transfer our rights and obligations under these Terms to another Vodafone company.

17. Contact Vodafone

If you have any questions about these Terms or if you need to contact Vodafone about the DreamLab application, please contact DreamLabUK@vodafone.com.