



Vodafone Cloud Services Marketplace

AppHelp Content Terms

1. About these AppHelp Content Terms

1.1 These AppHelp Content Terms will apply to each Order for AppHelp Services. The Order/Commercial Terms, the Content Terms (as defined below), the Vodafone Cloud Services Marketplace General Terms and the AUP together form Vodafone's contract with Customer and apply in decreasing order of precedence (together the "Agreement").

1.2 The AppHelp Terms of Service, the AppHelp Privacy Policy and these AppHelp Content Terms are together "Content Terms" as referred to in clause 1.1 above and in the Vodafone Cloud Services Marketplace General Terms, and apply in decreasing order of precedence.

1.3 In these AppHelp Content Terms, capitalised words are given specific meanings which are set out in clause 9. Capitalised words which are not defined in clause 9 are defined in the Vodafone Cloud Services Marketplace General Terms.

2. Availability of the AppHelp Services

2.1 Vodafone shall use reasonable endeavours to procure the provision of the AppHelp Services to Customer, however Vodafone cannot guarantee that the service will be fault-free.

2.2 Vodafone may suspend access to the AppHelp Services: (i) in order to carry out maintenance or testing; (ii) when it is necessary to safeguard the security and integrity of the AppHelp Services or the Vodafone Cloud Services Marketplace or to reduce the incidence of fraud.

3. Customer's use of the AppHelp Services

3.1 The AppHelp Services are provided for the benefit of the Customer, and not of any other party. Customer shall ensure the compliance of End Users with these AppHelp Content Terms and all applicable laws.

3.2 Customer shall not use any AppHelp Services for any purpose that Vodafone (acting reasonably) believes is abusive, a nuisance, illegal or fraudulent.

3.3 Where a specific End User is in breach of the AppHelp Content Terms or causes Customer to be in breach of its obligations under the Agreement, Vodafone shall be entitled to suspend such End User's use of the AppHelp Services. Vodafone shall notify Customer of its intention to do so where this is reasonably practicable, allowing an opportunity to remedy the alleged breach (where it is capable of remedy), otherwise Vodafone shall notify Customer as soon as reasonably practicable after the suspension. This right of suspension shall only apply during the period of breach, although re-instatement of the AppHelp Services may be subject to the payment of a reconnection Charge by Customer.

3.4 During any period of suspension, Customer shall continue to pay all Charges due in respect of the suspended AppHelp Services.

4. The AppHelp Terms of Service and AppHelp Privacy Policy

4.1 AppHelp Services are supplied to Customer upon and subject to the terms set out or referred to in the AppHelp Terms of Service from time to time. By placing an Order for the AppHelp Services, Customer acknowledges and agrees that it is entering into a direct contractual relationship with AppHelp on the basis of the AppHelp Terms and Services.

4.2 Any personal data supplied to or acquired by AppHelp in the provision of the AppHelp Services shall be collected, processed and stored in accordance with the AppHelp Privacy Policy from time to time.

4.3 If Customer does not accept the terms of the AppHelp Terms of Service and AppHelp Privacy Policy, Customer shall not use, and Vodafone shall not be bound to procure the provision of, the relevant AppHelp Services.

5. Intellectual Property

5.1 The Intellectual Property Rights that exist in AppHelp Services and Deliverables are owned by Vodafone, AppHelp and their respective licensors. By procuring or supplying AppHelp Services or Deliverables to the Customer, neither Vodafone nor AppHelp is transferring or assigning ownership of any Intellectual Property Rights in or relating to them to Customer.

5.2 Where Vodafone or AppHelp create Intellectual Property Rights during or as a result of the supply of AppHelp Services or Deliverables to Customer, Vodafone or AppHelp as applicable shall own all such Intellectual Property Rights.

5.3 Customer must not do anything to jeopardise Vodafone's or AppHelp's Intellectual Property Rights or those of any of their licensors including (i) register or attempt to register any competing Intellectual Property Rights to those of Vodafone, AppHelp or their licensors; (ii) delete or tamper with any proprietary notice on or in Vodafone's or AppHelp's Intellectual Property Rights or those of any of their licensors; (iv) take any action that diminishes the value of any trade marks included in Vodafone's or AppHelp's Intellectual Property Rights or those of any of their licensors; or use any AppHelp Services in violation of applicable law.

6. Consequences of Termination

6.1 Customer shall (if requested by Vodafone), delete or destroy all copies of the user documentation which Vodafone or AppHelp has supplied or which Customer has copied, in whatever form and return, delete or destroy all copies of the Deliverables within 7 calendar days of termination of the Order or of termination of the relevant AppHelp Services, and provide Vodafone and/or AppHelp with written confirmation that all such copies have been returned, deleted or destroyed.

7. Liability

7.1 Customer acknowledges that by using the AppHelp Services, Customer's data will be collected, processed and stored by AppHelp (in accordance with the AppHelp Privacy Policy) and not by Vodafone. As such, Vodafone shall have no liability to Customer for any loss or corruption of such data while it is collected, processed and/or stored by AppHelp.

7.2 The AppHelp Services are made available by AppHelp and neither Vodafone nor its Platform Subcontractor shall be responsible to Customer for the AppHelp Services. Vodafone (for itself and on behalf of the any Platform Subcontractor) makes no warranties, express or implied, regarding the AppHelp Services, including their availability, satisfactory quality, fitness for a particular purpose, reliability, timeliness, accuracy, completeness, security or that they are performed free from error.

8. General Terms

8.1 If Customer supplies Vodafone or AppHelp with personal data (for example relating to End Users) Customer shall ensure that it is accurate and up to date when disclosed. Customer shall ensure that Customer has obtained from the individuals concerned all necessary consents under the Data Protection Legislation to both the supply of the data to Vodafone and AppHelp, and the processing of it by Vodafone and AppHelp, for the purposes of performance of any Order for the supply of AppHelp Services, for any other services and for direct marketing about Vodafone's similar products and services. Customer shall also ensure that any individual to whom personal data relates has given consent for Vodafone and AppHelp to pass such data back to Customer. Customer shall process all personal data fairly and lawfully, as required by the Data Protection Legislation and shall in particular, if processing personal data on behalf of Vodafone or AppHelp, comply with the Seventh Principle of the Data Protection Act 1998.

8.2 Each Party shall comply with its obligations under the Data Protection Legislation. Customer acknowledges that Vodafone retains the role of Data Controller as defined in the Data Protection Act 1998 except in the limited circumstances where Vodafone processes any personal data for and on behalf of Customer.

8.3 AppHelp and Customer shall be directly responsible to each other for the performance of their respective obligations under the AppHelp Terms of Service and AppHelp Privacy Policy.

8.4 Neither Party shall lose any right under any Order if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be written and will not give rise to an ongoing waiver of that right unless it is expressly stated to do so.

8.5 Termination of any Order or the supply of AppHelp Services, or any part thereof, shall be without prejudice to any other rights or remedies a Party may be entitled to at law or under the relevant Order(s) and shall not affect any accrued rights or liabilities of either Party nor the coming into force or the continuance in force of any provision of these AppHelp Content Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

8.6 Only provisions set out or referred to in this Agreement shall apply to the supply of AppHelp Services to Customer. All other provisions are expressly excluded to the maximum extent permitted by law. The Parties acknowledge that, in entering into an Order, neither Party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly set out in this Agreement. However, this shall not be taken to exclude either Party's liability for fraud.

8.7 If a misrepresentation or untrue statement has been made, the only remedy available to the Parties shall be a claim for damages, unless such misrepresentation or untrue statement was made fraudulently, or an Order or a provision of an Order was induced by fraud, in which case all remedies under English Law shall be available.

8.8 All headings in these AppHelp Content Terms are for convenience, and do not have any legal effect. Use of the singular includes the plural and vice versa.

8.9 Every provision in these AppHelp Content Terms is independent from the others to the extent that, if a provision, or any part of it, is ruled to be illegal or unenforceable by the English Courts, that provision or the relevant part of it shall be treated as having been deleted from these AppHelp Content Terms, without affecting the remainder of that provision or the other provisions of these AppHelp Content Terms, which shall still have full effect.

8.10 If there is a dispute under any Order, and Customer's account manager has been unable to resolve the issue to Customer's satisfaction, Customer may escalate the issue to a more senior representative within Vodafone. The Parties shall use the escalation process to its full before taking legal action against the other Party.



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Escalation routes within Vodafone shall be as follows, Customer shall provide escalation contacts at equivalent levels:

- (a) First: Head of Channel, Enterprise Sales (or if you are managed by a Vodafone partner, your Vodafone partner),
- (b) Second: Sales Director, Enterprise Sales (or if you are managed by a Vodafone partner, your Vodafone partner Manager the Head of Indirect Sales, Vodafone Limited),
- (c) Third: Director of Enterprise, Vodafone Limited (or if you are managed by a Vodafone partner, the Head of Indirect Sales, Vodafone Limited).

9. Definitions

AppHelp – AppDirect, Inc., 650 California Street, Floor 25, San Francisco CA 94108.

AppHelp Privacy Policy – AppHelp's privacy policy (as updated from time to time), which governs the collection, processing and storage of personal data that AppHelp obtains from time to time in its performance of the AppHelp Services, as available at <https://www.apphelp.com/apphelp-privacy-policy> and via <http://www.vodafone.co.uk/cloudservices> (these links may need to be copied into a web browser).

AppHelp Services - The services to be provided by AppHelp to Customer (in accordance with these Content Terms) as a result of Customer placing an Order for such services.

AppHelp Terms of Service – AppHelp's terms of service (as updated from time to time) for the provision of AppHelp Services to Customer, as available at <https://www.apphelp.com/apphelp-terms-of-service> and via <http://www.vodafone.co.uk/cloudservices> (these links may need to be copied into a web browser).

Charge - Services Fees, connection fees, all other fees or charges payable by Customer for use of the AppHelp Services.

Data Protection Legislation - The Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, any amendments or replacements to them (including the EU General Data Protection Regulation and any EU E-Privacy Regulation), and any other legislation implementing Directives 95/46/EC and 2002/58/EC.

Deliverables – Any deliverables, software or tools (whether owned by AppHelp or a third party) provided or licensed to Customer by AppHelp in the provision of the AppHelp Services.

End User - An employee or contractor of Customer using AppHelp Services.

Intellectual Property Rights - Patents, design rights, trademarks, copyrights (including any such rights in typographical arrangements, websites or software), rights subsisting in trading, business or domain names and e-mail addresses, rights in inventions, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world.

Order - An order placed by Customer in a format prescribed by Vodafone, and accepted by Vodafone, for the supply of AppHelp Services.

Party - the Customer or Vodafone, as applicable.

Services Fee - The monthly or other periodic fee payable by Customer for the AppHelp Services, as agreed in the Order.

Vodafone Cloud Services Marketplace General Terms - Vodafone's current terms and conditions for the provision of the Vodafone Cloud Services Marketplace to Customer.