

Vodafone Mobile Broadband End User Licence Agreements

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Vodafone Mobile Broadband End User Licences

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Vodafone Mobile Broadband End User Licences

Introduction

This document contains the Vodafone Mobile Broadband End User Licence Agreements (EULAs) for all countries licenced to use the Vodafone Mobile Broadband software, and the licenced Mobile network Operators within that country.

The EULA may be in one or more languages for a particular country.

Please ensure that you have read and accept the EULA for your country before using the Vodafone Mobile Broadband software or device.

Vodafone Mobile Broadband End User Licences

Albania - Vodafone Albania

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from Vodafone Albania website or supplied to you on a Compact Disc together with the Vodafone Mobile Broadband Card; "Services" means data transmission and other services offered by Vodafone Albania under the contract "General Terms and Conditions for the Provision of the System Services"; "Software" means the Vodafone Mobile Broadband software which is supplied to you on the Compact Disc together with the Mobile Broadband Card or downloaded by you separately from a Vodafone website; "we" "us" means Vodafone Albania Sh.A.

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Vodafone network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it. You may only use the Product with one computer. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the Vodafone SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Vodafone Albania Sh.A. European Trade Center, Bulevardi "Bajram Curri" Kati i 10-te, Tirana, Albania. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the "General Terms and Conditions for the Provision of the System Services" pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Vodafone Albania Sh.A. European Trade Center, Bulevardi "Bajram Curri" Kati i 10-te, Tirana, Albania.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our customer service centre on 144 if you are using the Vodafone network, or +355 69 144 if you are calling from a different network, or write to us at Vodafone.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not

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allow Vodafone Albania to identify any individual users by name. It cannot be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information will be forwarded to Vodafone when you connect to the Vodafone Albania network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop manufacturer product ID
- e) Session information
- f) When roaming, the country code and the mobile network to which you are connected.

This information will be stored on a secure server for the following purposes:

- (i) From time to time Vodafone Albania may need to update service related settings – this may be done without notification.
- (ii) You will be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
- (iii) Compiling anonymous aggregate information about usage to improve the Mobile Connect Service. In no event will Vodafone use any aggregate data compiled in this way to send any marketing information to you or disclose such information to any third party.

If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodafone may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please find details on how to disable the UID function on the Vodafone support portal at www.vodafone.al/mobileconnect.

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate and typical charges are provided at the support portal www.vodafone.al/mobileconnect. Please see the support website for typical costs.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither our licensors or us warrant that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by law or otherwise. This clause does not affect your rights according to the applicable laws.

8. Limitation of Liability

In all circumstances, our licensors and/or us, shall not be liable to you for any compensation, reimbursement or damages arising from loss of present or prospective profits, loss of revenues, sales turnover, loss of reputation, contracts or customers, anticipated savings, loss of or damages to data or programs or any other reasons whatsoever or indirect, incidental or consequential damages whether arising extra-contractually (including negligence) or in contract, even if our licensors or us have been aware of the possibility of such losses or damages.

9. Law and Jurisdiction

The Albanian laws shall govern these terms and conditions and the parties hereby irrevocably submit to the exclusive jurisdiction of the Albanian courts.

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Australia - Vodafone Australia

End-User License Agreement

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1. Definitions

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2. Licence to Use

We grant you a non-exclusive licence to use the Software in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Vodafone network or SIM card. You may not copy, modify, reverse engineer or decompile the Software or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or any part of it.

You may only use the Software with one computer. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Software together with the Vodafone SIM card and your Vodafone Connect/ Broadband Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Software or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Software.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Vodafone Australia Limited Level 11, Tower B Citadel Towers 799 Pacific Highway Chatswood NSW 2067. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you. Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Vodafone Australia Limited Level 11, Tower B Citadel Towers 799 Pacific Highway Chatswood NSW 2067

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Software. The fact that we have supplied you with the Software does not mean that we have transferred any of our or our licensors rights in the Software to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our customer service centre on 1555 if you are using the

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Vodafone network, or 1300 650 410 if you are calling from a different network, or write to us at Vodafone or see www.vodafone.com.au.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow Vodafone to identify any individual users by name. It can not be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information will be forwarded to Vodafone when you connect to the Vodafone network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infra-red and Bluetooth, and; devices used
- c) Web Browser and email software version details
- d) Laptop manufacturer product ID
- e) Session information
- f) When roaming, the country code and the mobile network to which you are connected.

This information will be stored on a secure server for the following purposes:

- (i) From time to time Vodafone may need to update service related settings - this may be done without notification.
- (ii) You will be notified about various software updates and patches, every time you connect, weekly or monthly, depending on you preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
- (iii) Compiling anonymous aggregate information about usage to improve the Connect/ Broadband Service. In no event will Vodafone use any aggregate data compiled in this way to send any marketing information to you or disclose such information to any third party.

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Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Software is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Software from our licensors. Neither we nor our licensors warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances and to the fullest extent permitted by applicable law we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

We do not exclude any Non-excludable Rights but we do exclude and you cannot rely on all other conditions, representations and warranties implied by custom, law or statute other than those expressly contained in this Licence. Our liability in respect of any Non-excludable Right is limited, at our option, to:

- (a) in the case of goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods; the payment of the cost of having the goods repaired.
- (b) in the case of services:
 - (i) the supply of the services again; or

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(ii) the payment of the cost of having the services supplied again.

In this Licence, "Non-excludable Rights" means rights and remedies conferred by the Trade Practices Act and similar legislation which can not be excluded, restricted or modified.

9. Law and Jurisdiction

This Licence shall be governed by the laws of New South Wales, Australia and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

Austria - A1

Nutzungsbedingungen

BITTE LESEN SIE DIE FOLGENDEN BEDINGUNGEN SORGFÄLTIG DURCH, BEVOR SIE AUF DIE SCHALTFLÄCHE "AKZEPTIEREN" KLICKEN. WENN SIE AUF DIE SCHALTFLÄCHE "AKZEPTIEREN" KLICKEN, ERTEILEN SIE IHRE ZUSTIMMUNG ZU DIESEN BEDINGUNGEN UND SIE WILLIGEN EIN, DIESE ALS VERBINDLICH ZU AKZEPTIEREN.

1. Definitionen

- a) "Lizenznehmer" ist die Person, die das Produkt nutzt.
- b) "Produkt" umfasst die Mobilkom austria Mobile Connect/ Broadband Card und die der Mobile Connect/ Broadband Card beiliegende CD-Rom sowie jegliche Software, die auf der CD-Rom und/oder der Mobile Connect/ Broadband Card enthalten ist und dem Lizenznehmer auf der Basis dieser Bedingungen zur Verfügung gestellt wird.
- c) "Dienste" sind die Datenübertragung über das Mobilfunknetz der mobilkom austria (A1) und andere von mobilkom austria angebotene Dienste im Rahmen eines neben der vorliegenden Lizenzvereinbarung abgeschlossenen Vertrags über mobilkom austria -Dienstleistungen in einem A1 Kundenvertrag.

2. Lizenz zur Nutzung

Sofern der Lizenznehmer einen A1 Kundenvertrag abgeschlossen, in diesem Rahmen eine entsprechende A1-SIM-Karte erhalten und zusätzlich eine Mobile Connect/ Broadband Card erworben hat, erteilt mobilkom austria dem Lizenznehmer eine nicht ausschließliche Lizenz zur Nutzung des Produkts in Zusammenhang mit den Diensten. Es ist dem Lizenznehmer außer in den in der vorliegenden Vereinbarung genannten Fällen nicht gestattet, das Produkt oder Teile davon zu kopieren, zu verändern, nachzubauen oder zu dekompileieren. Es ist dem Lizenznehmer außerdem nicht gestattet, das Produkt oder Teile davon an Dritte zu übertragen, abzutreten, unterzulizenzieren oder anderweitig zu verteilen oder einem Dritten die Nutzung zu ermöglichen. Der Lizenznehmer darf das Produkt nicht mit mehreren Computern nutzen. Der Lizenznehmer darf Kopien der Software auf der CD-Rom ausschließlich für Sicherungszwecke erstellen. Der Lizenznehmer wird regelmäßig geeignete Vorsichtsmaßnahmen treffen, um seine Daten zu sichern und gegen Verlust zu schützen. In Verbindung mit der mobilkom austria-SIM-Karte darf das Produkt von dem Lizenznehmer verwendet werden, um auf weltweite Webseiten bzw. Netze zuzugreifen. Mobilkom austria übernimmt keine Verantwortung für den Inhalt oder die Dienste, die über den Zugriff abgerufen oder genutzt werden können. Der Lizenznehmer verpflichtet sich, das Produkt oder Teile dessen nur unter Einhaltung der gesetzlichen Bestimmungen zu verwenden, insbesondere weder zur Verbreitung noch zum Abruf rechts- und sittenwidriger Informationen noch anderweitig missbräuchlich zu nutzen. Der Lizenznehmer verpflichtet sich außerdem, Passwörter oder andere Zugangseinrichtungen, die ihm zur Verfügung gestellt wurden, geheim zu halten und an einem sicheren Ort aufzubewahren, um jegliche unbefugte Nutzung des Produkts zu verhindern.

3. Kündigung

Der Lizenznehmer kann die Lizenz jederzeit kündigen, indem er das Programm von dem von ihm genutzten Computer sowie alle Sicherungskopien löscht und entweder mobilkom austria das Produkt zurückgibt oder das Produkt zerstört. Die Lizenzvereinbarung endet automatisch, wenn der Lizenznehmer Bestimmungen der vorliegenden Vereinbarung verletzt, oder wenn der A1 Kundenvertrag endet, ohne dass es in einem der beiden Fälle einer Kündigung bedarf. Bei Beendigung dieser Lizenzvereinbarung ist der Lizenznehmer verpflichtet, die Nutzung des Produkts einzustellen, das Programm von dem von ihm verwendeten Computer sowie alle Sicherungskopien zu löschen und entweder das Produkt an mobilkom austria zurückzugeben oder es zu zerstören.

4. Geistiges Eigentum

mobilkom austria und/oder ggf. die Lizenzgeber von mobilkom austria sind Inhaber aller Urheberrechte, Gestaltungsrechte, "Look and Feel", Markenzeichen und sonstiger Rechte an dem Produkt. Mobilkom austria überträgt dem Lizenznehmer außer dem in Ziffer 2 umschriebenen Nutzungsrecht keine Rechte am Produkt.

5. Kundendienst

Bei Fragen zu dem Produkt steht eine Hotline unter der Rufnummer 0800 664 664 zur Verfügung. Firmenkunden steht das mobilkom austria-BusinessTeam unter der Rufnummer 0800 664 602 zur Verfügung.

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6. Haftung

mobilkom austria haftet bei Vernichtung, Beschädigung oder Verlust von Daten nur, sofern mobilkom austria die Vernichtung, Beschädigung oder den Verlust zu vertreten hat und nur für die Wiederbeschaffung der Daten. Für fahrlässig verursachte Schäden aus Datenverlust entfällt die Haftung.

Die mobilkom austria haftet für von ihren Organen oder Beauftragten verursachte Schäden - soweit diese nicht Schäden an der Person betreffen - nur bei Vorsatz oder grober Fahrlässigkeit. Bei Unternehmern im Sinne des Konsumentenschutzgesetzes ist weiters die Haftung für entgangenen Gewinn, ausgebliebene Einsparungen, verlorengegangene Daten, mittelbare und Folgeschäden sowie Schäden aus Ansprüchen Dritter - soweit zwingendes Recht dem nicht entgegensteht - ausgeschlossen und ist die Ersatzpflicht der mobilkom austria - soweit zwingendes Recht dem nicht entgegensteht - für jedes schadenverursachende Ereignis gegenüber dem einzelnen Geschädigten mit 7300,- Euro gegenüber der Gesamtheit der Geschädigten mit 730.000,- Euro beschränkt. Übersteigt der Gesamtschaden die Höchstgrenze, so verringern sich die Ersatzansprüche der einzelnen Geschädigten anteilmäßig.

Vom Urheber mitgeteilte Nutzungsbestimmungen oder Lizenzregelungen sind einzuhalten. Die mobilkom austria ist bei jeder Verletzung des Kunden für alle ihr daraus erwachsenden Nachteile schad- und klaglos zu halten.

7. Bestimmungen

Mit Zustimmung zu diesen Lizenzbedingungen akzeptiert der Kunde, dass die von ihm bereits im A1-Kundenvertrag akzeptierten Bestimmungen der AGB mobil auch auf diese Dienste Anwendung finden.

8. Geltendes Recht und Gerichtsstand

Für sämtliche Rechtsbeziehungen zwischen mobilkom austria und dem Lizenznehmer gilt ausschließlich das für die Rechtsbeziehungen inländischer Parteien maßgebliche österreichische Recht.

Azerbaijan - Azerfon

Son İstifadəçi Lisenziya Razılaşması

“ACCEPT” DÜYMƏSİNƏ BASMAMIŞDAN ƏVVƏL AŞAĞIDAKI ŞƏRTLƏRİ DİQQƏTLƏ OXUMANIZI XAHİŞ EDİRİK. “ACCEPT” DÜYMƏSİNƏ BASMAQLA HƏMİN ŞƏRTLƏRİ QƏBUL ETDİYİNİZİ VƏ ONLARLA RAZILAŞDIĞINIZI BƏYAN EDİRSİNİZ.

1. Anlayışlar

Hazırkı şərtlərə əsasən aşağıda göstərilən sözlər aşağıdakı mənanı daşıyacaq: “Siz” Məhsuldan istifadə edən şəxs deməkdir; “Məhsul” tərəfinizdən Azerfon-un İnternet sahifəsindən yüklənən və ya Kompakt Disk şəklində, İnternet saytı və ya birbaşa cihaz və yaxud hər hansı digər vasitə yolu ilə (yalnız vasitə və ya cihazla birlikdə) təchiz olunan Proqram təminatıdır; “Xidmətlər” müqavilənin qüvvədə olduğu müddətə əsasən Azerfon tərəfindən təklif edilən məlumatın ötürülməsi və digər xidmətlər deməkdir; “Proqram təminatı” Sizə Kompakt Disk şəklində, İnternet saytı və ya birbaşa cihazla, Mobile Connect/ Broadband Card ilə birlikdə Sizə təchiz edilən və ya Siz tərəfdən Vodafone-un İnternet saytından ayrıca yüklənən Vodafone şirkətinin proqram təminatıdır; “Azerfon”, “biz”, “bizə” Azerfon MMC deməkdir.

2. İstifadə Lisenziyası

Biz Sizə Xidmətlərlə bağlı Məhsuldan istifadə etmək üçün qeyri-müstəsna lisenziyanı təqdim edirik. Biz Proqram təminatının Vodafone şirkətinə məxsus olmayan şəbəkədə və ya SIM kartda istifadə edilməsinə görə heç bir məsuliyyət və ya cavabdehlik daşımır və heç bir lisenziya təqdim etmirik. Siz Məhsul və ya onun hər hansı bir hissəsinin tərkibində olan Məhsul və/və ya proqram təminatının surətini çıxartmaq, dəyişdirmək, yenidən düzəltmək və ya dekompiyasiya etmək hüququna malik deyilsiniz (qanunla icazə verilən hallar istisna olmaqla). Siz həmçinin Proqram təminatını, Məhsulu və ya onun hər hansı bir hissəsini üçüncü tərəflərin istifadəsi üçün ötürmək, ayırmaq, sublisenziya etmək, yaymaq və ya şərait yaratmaq hüququna da malik deyilsiniz.

Ehtiyat saxlama məqsədləri üçün Proqram təminatının bir nüsxəsini çıxara bilərsiniz.

Məlumatın ehtiyat üçün saxlanması və itirilməməsi məqsədilə görülən ehtiyatkar və müvafiq tədbirlərə görə yalnız Siz cavabdehsiniz.

Məhsul tərəfinizdən bütün dünya üzrə İnternet saytlarına, resurs və/və ya şəbəkələrə qoşulmaq üçün istifadə oluna bilər. Belə bir İnternet saytlarından və şəbəkələrdən istifadə zamanı məzmun, xidmət və ya çekdiyiniz hər hansı zərərlərə görə biz heç bir məsuliyyət daşımırıq. Siz razılışırsınız ki, Məhsulu və ya onun hər hansı bir hissəsini hər hansı müvafiq qanun və ya qaydalara zidd istifadə etməyəcəksiniz. Əlavə olaraq, Məhsulun qeyri-qanuni istifadəsinin qarşısını almaq üçün Siz hər hansı parol və ya giriş icazə verən digər cihazları sirr altında və təhlükəsiz bir yerdə saxlamağa razılışırsınız.

3. Xitam

Bu lisenziya xitam veriləcəyi tarixə qədər etibarlıdır. Siz proqram təminatını, o cümlədən bütün cihazlarınızda olan ehtiyat surətlərini silməklə və Məhsulu bizə, Azərbaycan Respublikası, Bakı şəhəri, Nobel prospekti 1240 bina 20 C geri göndərməklə lisenziyaya xitam verə bilərsiniz. Bu şərtlərə və ya bizim təqdim etdiyimiz və yaxud bizim üçüncü tərəf distribütorların Sizə təqdim etdiyi Məhsullarla bağlı olan hər hansı digər müqavilənin şərtlərinə riayət etmədiyiniz təqdirdə bu Razılışmaya avtomatik olaraq xitam veriləcəkdir.

Hazırkı Razılışmaya xitam verildikdən sonra Siz Məhsulu istifadə etməyəcəksiniz, cihazlarınızda olan ehtiyat surətləri daxil olmaqla Proqram təminatını siləcəksiniz və Məhsulu bizə, Azərbaycan Respublikası, Bakı şəhəri, Nobel prospekti 1240 bina 20 C geri göndərəcəsiniz.

4. Əqli Mülkiyyət Hüquqları

Biz və/və ya bizim lisenziatlar Məhsula aid olan bütün müəllif və dizayn hüquqlarına, növ və funksiyalara, ticarət nişanlarına və digər əqli mülkiyyət hüquqlarına maliklik. Sizi Məhsulla təmin etməyimiz hüquqlarımızın və ya lisenziatlarımızın hüquqlarının Sizə ötürülməsini nəzərdə tutmur, biz sadəcə olaraq bu lisenziyanın şərtlərinə uyğun olaraq Sizə Məhsuldan istifadə etməyə icazə veririk.

5. Müştəri Xidmətləri

Məhsul ilə əlaqədar hər hansı kömək lazım olduğu halda 777 müştəri xidmət mərkəzinə (Vodafone şəbəkəsindən istifadə etdiyiniz halda) və ya +994 77 201 07 77 (digər şəbəkədən istifadə etdiyiniz halda) zəng etməyizi, Vodafone şirkətinə yazmağınızı və ya www.azerfon-vodafone.com daxil olmanızı xahiş edirik. Əlavə məlumat üçün www.support.vodafone.com saytına daxil olun.

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6. Unikal identifikator

Bu Proqram təminatını quraşdırdıqda, sərbəst şəkildə anonim unikal identifikator (UID) yaranır. UID Vodafone şirkəti tərəfindən fərdi istifadəçilərin adlarının müəyyənləşdirilməsinə imkan vermir. Ondan istifadəçilərin daxil olduğu İnternet saytları və ya təmasda olduğu elektron poçt ünvanlarını aydınlaşdırmaq üçün istifadə etmək olmaz. Bu UID-ni tətbiq edərkən, Siz Vodafone şəbəkəsinə qoşulduqda, Vodafone şirkətinə aşağıdakı növdə qeyri-şəxsi məlumat ötürülə bilər:

- a) Proqram təminatının versiyası və konfigurasiyası;
- b) Əlaqə yaratma üsulları, məsələn, infra-qırmızı və Bluetooth, və istifadə olunan cihazlar;
- c) Veb-brauzerin və elektron poçtun proqram təminatının detalları;
- d) Portativ kompüterin və prosessorun istehsalçısının məhsulunun ID (identifikasiyası);
- e) Sessiya haqqında məlumat, əlaqənin müddəti və əlaqənin yaradıldığı məntəqədə keyfiyyəti/əlaqənin alınması;
- f) Rəminq olduqda, qoşulduğunuz ölkənin kodu və mobil şəbəkə;
- g) İstifadə növü, məsələn, İnternetə giriş, faylın ötürülməsi, şəbəkədaxili giriş;
- h) IMEI (kodlaşdırılmış cihazın identifikasiya məlumatı).

Bu məlumat təhlükəsiz serverdə aşağıdakı məqsədlər üçün saxlanılacaq:

- (i) Vaxtaşırı Vodafone şirkəti xidmətə aid parametrləri təkmilləşdirmək ehtiyacını duyur və bu xəbərdarlıq olmadan həyata keçirilə bilər.
- (ii) Siz istəyinizdən asılı olaraq hər həftə və ya ay proqram təminatın müxtəlif yeniləşmələri və dəyişiklikləri haqqında xəbərdarlıq ala bilərsiniz. Bu yenilikləri qəbul etmək və ya etməmək seçimini əldə edirsiniz. Siz daha geniş faylları/fragmentləri sürətli İnternet əlaqə vasitəsilə qoşulduqda (məs., Sizin korporativ LAN) yükləyə bilərsiniz.
- (iii) İstifadə haqqında anonim ümumiləşdirilmiş məlumatın toplanması Səyyar Geniş Zolaq Xidmətinin təkmilləşdirilməsinə kömək edir. Vodafone şirkəti heç bir halda bu cür məlumatı üçüncü şəxsə ötürmür.

UID-dən istifadəni istəmirsinizsə, Siz və ya İT meneceriniz bu funksiyayı deaktiv edə bilərsiniz. Lakin qeyd etmək lazımdır ki, bu funksiya deaktiv olarsa, Vodafone şirkəti bütün Xidmətləri tam həcmdə göstərə bilməyəcək, çünki biz Sizin ehtiyac duyduğunuz yeniləşmələri və ya proqram təminat fragmentləri haqqında xəbərdar olmayacağıq. UID funksiyasının deaktivləşdirilməsi haqqında daha ətraflı məlumatı Vodafone şirkətinin xidmət portalında www.azerfon-vodafone.com tapa bilərsiniz.

Nəzərə alın ki, yuxarıda göstərilən məlumatın göndərilməsi və alınması qoşulma zamanı kiçik həcmdə məlumatın ötürülməsini zəruri edir. Bunun üçün Siz razılaşdırılmış qiymətlər əsasında ödənişi həyata keçirəcəksiniz; ödənişlərin növləri xidmət portalında www.azerfon-vodafone.com göstərilir.

7. Zəmanətlərin istisna edilməsi

Tətbiq olunan qanun çərçivəsində Məhsul Sizə “olduğu kimi” təqdim olunur, üzərində heç bir zəmanət, şərtlər, təminatlar və ya lisenziatlarımızda Məhsula dair digər şərtlər mövcud deyil. Nə biz, nə lisenziatlarımız Məhsulun Sizin tələblərə cavab verməsinə və ya Məhsulun fasiləsiz və ya qüsursuz istismarına zəmanət vermir. Qanun çərçivəsində biz və lisenziatlarımız aydın və ya məxfi şəkildə, akt, ümumi hüquq və ya digər vasitə ilə ifadə olunan istənilən növ zəmanətlərdən, təminatlardan, şərtlərdən və digər müddəalardan imtina və istisna edirik. Bu bənd Sizin qanuni hüquqlarınıza heç bir təsir göstərmir.

8. Məsuliyyətin məhdudlaşdırılması

EhtiyatSizlişimiz nəticəsində ölüm və ya fiziki xəsarət hallarına görə biz məsuliyyət daşıyıyıq. Bütün digər hallarda biz və ya bizim lisenziatlar mövcud və ya gələcək gəlirlərin itkisi, mədaxilin itirilməsi, satış həcmələrin azalması, şərti vəsaitlərin itirilməsi, nüfuza dəyən xələl və ya onun itirilməsi, müqavilələrin və ya müştərilən itirilməsi, gözlənilən əmanətlərin itkisi, məlumatın və ya proqramların itirilməsi və ya onlara ziyanın vurulması və ya müqavilənin icrası və/və ya hüquqi pozuntu (etinasızlıq daxil olmaqla) nəticəsində dolayı, xüsusi, təsadüfi və ya ardıcıl ziyanlar səbəbindən yaranan istənilən müvazinətləşdirmə, kompensasiya və ya zərərə görə, hətta biz və ya lisenziatlarımız bu ziyanların və ya itkilərin ehtimalı haqqında xəbərdar olunduqda belə, məsuliyyət daşıyıyıq.

9. Hüquq və yurisdiksiya

Bu şərtlər Azərbaycan Respublikasının qanunlarını rəhbər tutur və tərəflər şərtsiz Azərbaycan Respublikasının məhkəmələrin yurisdiksiyasına şamildir.

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Bahrain - Zain BH

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a Zain Bahrain website or supplied to you on a Compact Disc or any other media either by itself or together with the Vodafone Mobile Connect/ Broadband Card; "Services" means data transmission and other services offered by Zain Bahrain under a 3G/EDGE/GPRS airtime contract or otherwise; "Software" means the Vodafone Mobile Broadband software which is supplied to you on the Compact Disc together with the Mobile Connect/ Broadband Card or downloaded by you separately from a Zain Bahrain website: "we" "us" means Zain Bahrain BSC.

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non- Zain Bahrain network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it. You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the Zain Bahrain SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Zain Bahrain , Al-Afou Building, Seef District, Manama, Kingdom of Bahrain. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at MTC Zain Bahrain , Al-Afou Building, Seef District, Manama, Kingdom of Bahrain.

4. Intellectual Property Rights

Vodafone Group Plc, at Vodafone House, the Connection, Newbury RG 14 2FN, England, and its licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of Vodafone's or its licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this license.

5. Customer Services

If you need any help with the Product please call our customer service centre on 107 if you are using the Zain Bahrain network, or +973 36 107 107 if you are calling from a different network, or write to us at Zain Bahrain.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow Zain Bahrain to identify any individual users by name. It cannot be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal

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information will be forwarded to Zain Bahrain when you connect to the Zain Bahrain network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop manufacturer product ID
- e) Session information
- f) When roaming, the country code and the mobile network to which you are connected.

This information will be stored on a secure server for the following purposes:

- (i) From time to time Zain Bahrain may need to update service related settings - this may be done without notification.
 - (ii) You will be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
 - (iii) Compiling anonymous aggregate information about usage to improve the Mobile Broadband Service. In no event will Vodafone use any aggregate data compiled in this way to send any marketing information to you or disclose such information to any third party.
- If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodafone may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please find details on how to disable the UID function on the Vodafone support portal at www.mtc-vodafone.com.bh

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate and typical charges are provided at the support portal www.bh.zain.com. Please see the support website for typical costs.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither Vodafone limited nor its licensors nor us warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances Vodafone Limited, its licensors or us will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in law (including negligence) or contract and even if Vodafone Limited, its licensors or us have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of the Kingdom of Bahrain and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Bahrain.

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Belgium - Proximus

End-User License Agreement / Conditions d'utilisation / Gebruiksrechtovereenkomst

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

VEUILLEZ LIRE ATTENTIVEMENT LES CONDITIONS D'UTILISATION SUIVANTES AVANT D'UTILISER CE PACK LOGICIEL OU DE CLIQUER SUR LE BOUTON " Accepter ". EN CLIQUANT SUR LE BOUTON " Accepter ", VOUS SIGNIFIEZ QUE VOUS ACCEPTEZ LES PRESENTES CONDITIONS D'UTILISATION.

LEES DE VOLGENDE GEBRUIKSVOORWAARDEN AANDACHTIG DOOR ALVORENS HET PAKKET TE GEBRUIKEN OF OP DE KNOP "Accepteren" TE KLIKKEN. DOOR OP DE KNOP "Accepteren" TE KLIKKEN, GEEFT U AAN DEZE VOORWAARDEN TE AANVAARDEN.

1. Definitions

In these terms and conditions the following words shall have the following meanings:

"Product" means the compact disc and the "Vodafone Mobile Broadband" software as well as any software contained in or on the compact disc and the "Vodafone Mobile Broadband" software. The Vodafone company, on basis of the rights it holds on the "Vodafone Mobile Broadband" software as well as on any software contained therein and on the compact disc which supports it, has authorised Belgacom Mobile to grant a right to use to its own customers strictly in accordance with these terms and conditions. "User" means a subscriber to the Proximus service.

"Services" means data transmission and other services offered by Belgacom Mobile.

2. Licence to Use

In the framework of his Proximus subscription, the User has a non-exclusive right to use the Product in connection with the Services.

The User is responsible for checking prior to any use that its equipments (telephone and computer) are listed among compatible equipments and that they have got the required configuration.

The User may not copy, modify, reverse engineer or decompile the Product or any part of it (save to the extent expressly permitted by law).

The User may not transfer, assign, sublicense, or otherwise distribute, market or enable a third party to use the Product or any part of it.

It is the User's sole responsibility to take prudent and appropriate measures to back up data and otherwise protect against loss of data.

The User may only use the Product with one computer. The User is not allowed to reproduce the Product or any part of it with the exception of one back up copy for the User's sole use.

The User shall not use the Product or any part of it in breach of any relevant laws or regulations. Further the User agrees to keep secret and in safe place any passwords or other access devices he may be provided with in order to prevent any unauthorised use of the Product.

3. Specific obligations related to the Internet

The Product and the SIM card can be used to have access to the Internet.

The User using the Internet service via the Product hereby declares to be aware of how the Internet operates and is aware of the regulations for using the Internet and to have accepted them.

By using the Internet service via the Product, the User declares to have noted the conditions included in the code of conduct and any changes to this code of conduct that Belgacom Mobile has published on its website and to have accepted them.

Belgacom Mobile can under no circumstance be held responsible for any legal or illegal act of Users or third parties, whether or not undertaken with the aid of its Internet service via the Product.

Belgacom Mobile shall not record any data not intended for it nor data that the User (e.g. by e-mail, newsgroups or websites with limited access) confides to the Internet via the product or data emanating directly from use of the Internet by the User except in the following cases:

- if recording of the data is indispensable for the proper working of the Internet service via the Product or for the operation of the network (e.g. (i) for the issuing, collection and checking of invoices, (ii) due to the contractual

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relationship with the User or (iii) for the purpose of explaining the proper management of the computer system).
- if Belgacom Mobile has reason to believe that this information is linked to illegal or unauthorized activities or if a third party considers that this information infringes any of his/its rights.

The User is sole responsible for his website and for any information used in newsgroups including the way in which he/she uses the Internet service via the Product. The User indemnifies Belgacom Mobile from any damage, claim or demands by third parties alleging any infringement of their rights by the User's website and information that the User imparts during newsgroups or on his website, resulting from the use made by the User of the Internet service via the Product or from measures taken by Belgacom Mobile to put a stop to such infringement. Belgacom Mobile cannot be held responsible or considered as such for transactions between the User and a third party.

The User hereby declares that he/she has all the authorizations required for the content that he/she disseminates via his website or for content introduced in newsgroups, this all over the world and for the duration of such dissemination or introduction. He/she declares that he/she complies with any applicable statutory provisions.

The User accepts that Belgacom Mobile is not responsible for any deletion, blocking or non-receipt of e-mails or any other information or the inability to safeguard e-mails or information. Belgacom Mobile reserves the right to block any e-mails by servers that are not protected against "open relay", i.e. servers sending unsolicited e-mails and, by the same token, allowing the massive sending of junk mail.

The User is sole responsible for the dispatch of confidential data by the Internet service via the Product. The User shall take any measures required to protect the confidential nature and integrity of his data. Belgacom Mobile is not responsible for the publication of confidential data registered on its computer system. The User shall ensure that his/her data, software, computer installations and telecommunications are protected against any virus that may be circulating on the Internet or any hacking via the Internet and any other type of risk.

Belgacom Mobile reserves the right to take any measures required against Users including barring access of the User to its Internet service via the Product or access for third parties to information disseminated by the User if the integrity of its services and the operation of its network are jeopardized.

If Belgacom Mobile should receive a complaint from a third party claiming that the content of the User's website, his/her contribution to a newsgroup or use made by the User of the Internet service via the Product infringes the rights of the third party, Belgacom Mobile shall send a notice to the User by e-mail or by ordinary mail. In the absence of any reaction by the User within five (5) days, Belgacom Mobile may, at its sole discretion, erase the content of the website or newsgroup which is deemed infringing to the third party's rights or suspend access by the User to the Internet service via the Product without this giving the User any right to claim damages. If the User reacts to the complaints within five (5) days, Belgacom Mobile has the right to provide the third party with the documents given by the User as evidence. If the third party thinks that the documents are not satisfactory, Belgacom Mobile has the right to withdraw the content of the newsgroup or website regarded as an infringement of the third party's rights or bar the User's access to the Internet service via the Product, without this resulting in any right to compensation or damages. This provision is effective regardless of the content on which the complaint is based including hyperlinks.

If the offence is repeated, Belgacom Mobile has the right to immediately suspend, without prior notice, access to its Internet service via the Product and this licence without the User having any right to compensation. The User shall be informed within a reasonable time limit of the measures taken.

Belgacom Mobile may, without prior notice, suspend all or part of access to the Internet in the event of force majeure or events over which Belgacom Mobile has no control, during maintenance work or disruptions.

Disruptions do not give the User any right to claim compensation. Belgacom Mobile will try to inform Users of this disruption within a reasonable time limit by all appropriate means and will do everything possible to keep these disruptions to a minimum.

4. Duration

This licence is concluded for an indefinite duration and is effective as of the date of the acceptance of these terms and conditions prior to the installation of the Product.

The User may terminate it at any time by deleting the Product and all programs attached hereto from all his devices, by returning the Product to Belgacom Mobile and by destroying any copy thereof.

This licence shall automatically terminate on the date of termination of the subscription contract between Belgacom Mobile and the User for any reason whatsoever. Belgacom Mobile is entitled to terminate this licence in case of non-compliance by the User with any of his obligations.

Upon termination of this licence or the User's subscription contract with Belgacom Mobile, the User undertakes to cease to use the Product, to delete the Product from all his devices, to destroy any copies of the Product and to return the Product to Belgacom Mobile.

5. Intellectual Property Rights

Belgacom Mobile holds from the holder of all intellectual property rights in and to the Product the non-exclusive

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right to market the Product. The grant of the right to use the Product does not mean that Belgacom Mobile has transferred any of its licensors rights in the Product to the User. Belgacom Mobile has not transferred any of its licensors rights in the Product to the User. The Product and its documentation remain the property of Vodafone, regardless of the shape, the wording, the support of the programs and the language used. Vodafone owns all trade marks in and to the Product which has been registered. The User shall not infringe directly, indirectly or through a third party any of the intellectual property rights in and to the Product.

6. Customer Services

If the User needs any help with the Product or has any questions related to the Product he/she can contact the Belgacom Mobile customer service centre.

7. Warranty – Liability

Belgacom Mobile shall only be held to an obligation of means. It guarantees the conformity of the Product with its description.

To the maximum extent permitted by applicable law this is Belgacom Mobile's sole warranty with regard to the Product and Belgacom Mobile disclaims all other warranties regarding the Product including fitness for the User's needs, which shall only be the User's sole appreciation. The User acknowledges that he has received all information allowing him to know the Product and to appreciate its fitness for his needs.

Belgacom Mobile cannot be held responsible in the event of improper use of the Product, of the malfunctioning of the terminal and/or of its accessories or the SIM card in a terminal that does not comply with the applicable legal provisions.

Belgacom Mobile cannot be held responsible for any damage resulting from the content of communications and messages. It cannot be held responsible for services or billing offered by third parties and accessible via the Proximus service.

Belgacom Mobile cannot be held responsible for any damage resulting from the action of a third party.

Belgacom Mobile cannot be held responsible for any damage resulting from the activation or deactivation by the User of certain services or options such as deactivation of the PIN code.

Under no circumstance can Belgacom Mobile be held responsible for any indirect or immaterial damage such as additional expenses, loss of income, loss of profit, loss of clientele, loss or deterioration of data or loss of contracts.

8. Non-transferability

This licence is concluded intuitu personae. It is non-transferable and cannot be sublicensed.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of Belgium and the parties hereby irrevocably submit to the exclusive jurisdiction of the Belgian courts.

1. Définitions

Les termes utilisés dans ce document auront les significations suivantes :

- Le " Produit " désigne le disque compact et le logiciel " Vodafone Mobile Broadband " ainsi que tout logiciel contenu dans ou sur le disque compact et/ou le logiciel " Vodafone Mobile Broadband ". La société Vodafone, au regard des droits qu'elle détient sur le logiciel " Vodafone Mobile Broadband " ainsi que sur les logiciels contenus dans ledit logiciel et sur le disque compact qui en constitue le support, a autorisé Belgacom Mobile à sous-concéder auprès de ses propres clients un droit d'utilisation dans la limite des présentes dispositions.
- L' " Utilisateur " désigne un abonné au service Proximus.
- Les " Services " désignent la transmission de données et les autres services proposés par Belgacom Mobile dans le cadre de ses offres.

2. Licence d'utilisation

Dans le cadre de son contrat d'abonnement, l'Utilisateur est autorisé à utiliser, à titre non exclusif, le Produit en relation avec les Services.

Il appartient à l'Utilisateur, préalablement à toute utilisation, de vérifier que ses équipements (téléphone et ordinateur) sont répertoriés dans la liste des équipements compatibles et qu'ils disposent de la configuration requise.

L'Utilisateur s'interdit de copier, modifier, décompiler, désassembler ou appliquer des procédures " rétro-techniques " sur tout ou partie du Produit (exceptés les cas prévus par la loi).

L'Utilisateur s'interdit également de louer, de concéder des sous-licences d'utilisation, de transmettre, de commercialiser ou de permettre à un tiers d'utiliser tout ou partie du Produit.

Il est de la responsabilité de l'utilisateur de prendre les mesures appropriées pour protéger et sauvegarder ses

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données.

L'Utilisateur ne peut utiliser le Produit qu'avec un seul ordinateur. A l'exception d'une copie de sauvegarde à l'usage unique de l'Utilisateur, aucune reproduction de tout ou partie du Produit n'est autorisée.

L'Utilisateur s'engage à ne pas employer tout ou partie du produit en infraction avec les lois ou réglementations en vigueur. En outre il s'engage à garder secret et dans un endroit sécurisé tous les mots de passe ou autres dispositifs d'accès qui pourraient lui être fournis afin d'empêcher toute utilisation non autorisée du Produit.

3. Obligations spécifiques liées à Internet

Le Produit ainsi que la carte SIM peuvent être utilisés pour accéder à des sites Internet.

L'Utilisateur faisant usage du service Internet via le Produit déclare avoir connaissance du fonctionnement d'Internet et des règles d'application pour l'usage d'Internet, et les accepter.

En faisant usage du service Internet via le Produit, l'Utilisateur déclare avoir pris connaissance des conditions reprises dans le code de conduite tout comme des modifications à ce code de conduite que Belgacom Mobile a publiées sur son site web, et les accepter.

Belgacom Mobile ne peut en aucun cas être tenue responsable du comportement, légal ou illégal, d'Utilisateurs ou de tiers qui agissent avec l'aide ou non de son service Internet via le Produit.

Belgacom Mobile ne prend pas connaissance des données qui ne lui sont pas destinées ni des données que l'Utilisateur (par ex. par e-mail, forums de discussion ou sites web à accès limité) confie à Internet via le Produit ou des données qui émanent directement de l'usage d'Internet par l'Utilisateur, excepté dans les cas suivants:

- si la prise de connaissance des données est indispensable au bon fonctionnement du service Internet via le Produit ou pour le bon fonctionnement du réseau (par ex. (i) en portant l'attention sur l'émission, le recouvrement et la vérification des factures, (ii) dans le cadre de la relation contractuelle avec l'Utilisateur ou (iii) en portant l'attention sur la bonne gestion du système informatique).

- Si Belgacom Mobile a des raisons de croire que cette information est liée à des activités illégales ou non autorisées, ou si un tiers estime que cette information porte atteinte à l'un de ses droits.

L'Utilisateur est seul responsable de son site web, des informations qu'ils introduit dans les forums de discussion et de la façon dont il est fait en général usage du service Internet via le Produit. L'Utilisateur garantit Belgacom Mobile de tout dédommagement, prétention, ou exigences de tiers qui invoquent une violation de leurs droits par le site web de l'Utilisateur, de l'information que l'Utilisateur introduit dans des forums de discussion ou sur son site web, suite à l'usage que fait l'Utilisateur du service Internet via le Produit en général, ou suite à des dispositions prises par Belgacom Mobile pour mettre fin à la violation invoquée. Belgacom Mobile n'est pas responsable et ne peut être considérée comme telle dans le cadre de transactions qui ont lieu entre l'Utilisateur et un tiers.

L'Utilisateur déclare posséder toutes les autorisations nécessaires pour le contenu qu'il diffuse via son site web ou qu'il introduit dans ses forums, ceci pour le monde entier et pour toute la durée de la diffusion ou de l'insertion. Il déclare respecter les dispositions légales d'application.

L'Utilisateur accepte que Belgacom Mobile n'est pas responsable de l'effacement, du blocage ou de la non-réception d'e-mails ou de toute autre information ou de l'impossibilité de sauvegarder des e-mails ou toute autre information. Belgacom Mobile se réserve le droit de bloquer la réception d'e-mails par ses serveurs qui ne sont pas protégés par l'"open relay", c'est-à-dire des serveurs envoyant des e-mails à elle non destinés et, par là même, permettant l'envoi massif de messages non demandés. L'Utilisateur est seul responsable de tout envoi de données confidentielles effectué par le service Internet via le Produit. L'Utilisateur prend toutes les mesures nécessaires pour protéger le caractère confidentiel et l'intégrité de ses données. Belgacom Mobile n'est pas responsable de la publication de données confidentielles enregistrées sur son système informatique.

L'Utilisateur veille à la protection de ses données, de ses logiciels et de ses installations informatiques et de télécommunications contre d'éventuels virus circulant sur Internet, et autres formes de risques.

Belgacom Mobile se réserve le droit de prendre toutes les mesures nécessaires contre les Utilisateurs, jusqu'à la suppression de l'accès de l'Utilisateur à son service Internet via le Produit ou de l'accès de tiers à l'information diffusée par l'Utilisateur si l'intégrité de ses services et le bon fonctionnement de son réseau sont mis en danger.

Si Belgacom Mobile reçoit une plainte d'un tiers dans laquelle il est prétendu que le contenu du site web de l'Utilisateur, sa contribution à un forum de discussion ou l'usage que fait l'Utilisateur du service Internet via le Produit porte atteinte aux droits de ce tiers, elle lui enverra une mise en demeure par e-mail ou par courrier. En l'absence de réaction de l'Utilisateur dans les cinq (5) jours, Belgacom Mobile peut, sur sa propre décision, effacer le contenu du site web ou du forum de discussion invoqué par le tiers comme portant atteinte à ses droits ou suspendre l'accès de l'Utilisateur à son service Internet via le Produit sans que cela ne donne le droit à l'Utilisateur de prétendre à des dommages et intérêts. Si l'Utilisateur réagit à la plainte dans les cinq (5) jours, Belgacom Mobile a le droit de communiquer au tiers les documents fournis par l'Utilisateur comme justificatif. Si le tiers estime que les documents ne sont pas satisfaisants, Belgacom Mobile a le droit de retirer le contenu du site web ou du forum de discussion invoqué par le tiers comme portant atteinte à ses droits ou de supprimer l'accès de l'Utilisateur à son service Internet via le Produit, sans que cela ne donne droit à des dommages et

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intérêts. Cette disposition est d'application indépendamment du contenu sur lequel se fonde la plainte, en ce compris les hyperliens.

Dans le cas de récidive, Belgacom Mobile a le droit de suspendre immédiatement et sans mise en demeure préalable l'accès à son service Internet via le Produit et la présente licence, sans que l'Utilisateur ait droit à un dédommagement. L'Utilisateur est averti dans un délai raisonnable des dispositions prises.

Belgacom Mobile peut, sans avertissement préalable, suspendre en tout ou en partie l'accès à Internet dans le cas de force majeure, lors d'événements sur lesquels Belgacom Mobile n'a pas de contrôle, lors de travaux d'entretien et lors de perturbations. L'interruption ne donnera en aucun cas lieu à dédommagement. Belgacom Mobile essaiera d'informer les Utilisateurs de cette interruption dans des délais raisonnables, par tout moyen jugé approprié par elle et fera le nécessaire pour réduire ces interruptions à leur minimum.

4. Durée

La licence est conclue pour une durée indéterminée prenant effet à compter de l'acceptation des présentes conditions d'utilisations précédant l'installation du Produit. L'Utilisateur peut y mettre fin à tout moment en supprimant de tous ses matériels le Produit et tous les programmes qui y sont attachés, en renvoyant à Belgacom Mobile le Produit et en détruisant toute copie dont il pourrait encore disposer.

La présente licence prendra fin de plein droit à la date de résiliation du contrat d'abonnement conclu entre Belgacom Mobile et l'Utilisateur, pour quelque cause que ce soit. Belgacom Mobile sera également autorisée à résilier la présente licence d'utilisation en cas de manquement par l'utilisateur à l'une de ses obligations.

A l'expiration de la présente licence ou de son contrat d'abonnement avec Belgacom Mobile, l'Utilisateur s'engage à cesser toute utilisation du Produit, à supprimer de ses matériels le Produit, à détruire toute copie de ce dernier, et à renvoyer le Produit à Belgacom Mobile.

5. Propriété Intellectuelle

Belgacom Mobile détient du titulaire des droits de propriété Intellectuelle sur le Produit, le droit à titre non exclusif de commercialiser le Produit. La concession du droit d'utilisation du Produit n'entraîne aucun transfert de droits au profit de l'Utilisateur. Le produit et sa documentation restent la propriété de Vodafone, quels que soient la forme, le langage, le support des programmes ou la langue utilisée. Vodafone est également titulaire des droits attachés aux marques du Produit (ou à la Marque) qui a fait l'objet d'un dépôt.

L'Utilisateur s'engage en conséquence à ne pas porter atteinte directement, indirectement ou par l'intermédiaire d'un tiers aux droits de propriété intellectuelle attachés au Produit.

6. Service Client

Le Service Client de Belgacom Mobile est à la disposition de l'Utilisateur pour toute demande d'assistance ou question liée au Produit.

7. Identifiant Unique

Un identifiant unique (IDU) sera créé automatiquement lorsque vous installerez le logiciel Mobile Broadband. Cet IDU permettra de transmettre à Vodafone les informations suivantes lors d'une connexion au réseau Vodafone:

- a) version et configuration du logiciel Mobile Broadband
- b) méthodes de connexion (par exemple infra-rouge, Bluetooth et terminaux utilisés)
- c) navigateurs utilisés et détails de la version du logiciel de messagerie
- d) numéro d'identification de produit du fabricant
- e) détails de la session (par exemple durée et volume de données transférées)
- f) code du pays et réseau de l'opérateur étranger utilisé lorsque vous vous connectez depuis l'étranger (en situation de roaming).

Ces données seront conservées sur un serveur protégé dans le but de faciliter les mises à jour futures du logiciel Mobile Broadband. Ces informations pourront également être utilisées à des fins statistiques pour permettre à Vodafone d'améliorer et de développer le Service Mobile Broadband. Ces données ne serviront en aucun cas à dresser une liste des sites visités ou des boîtes de messagerie contactées par l'utilisateur.

8. Garantie - Responsabilité

Belgacom Mobile est soumise de convention expresse à une obligation de moyen. Elle garantit la conformité du Produit à sa description.

Elle ne saurait assumer une quelconque responsabilité, en dehors de cette conformité, et notamment pas l'adéquation du Produit aux besoins de l'Utilisateur, qui relève de la seule appréciation de ce dernier.

L'Utilisateur reconnaît en effet avoir reçu toutes informations lui permettant de bien connaître le Produit et d'apprécier son adéquation à ses besoins.

Par ailleurs, Belgacom Mobile ne peut être tenue responsable en cas de mauvaise utilisation du Produit, en cas de mauvais fonctionnement du terminal et/ou de ses accessoires ou en cas de non-fonctionnement de la carte

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SIM dans un terminal qui ne répond pas aux dispositions du cadre réglementaire applicable.
Belgacom Mobile n'est pas responsable des dommages résultant du contenu des communications et messages.
Elle ne peut être tenue responsable des services, ni de leur facturation, lorsque ceux-ci sont offerts par des tiers et accessibles par le service Proximus.

Belgacom Mobile ne peut être tenue responsable des dommages qui résultent de l'intervention d'un tiers.
Belgacom Mobile ne peut être tenue responsable des dommages résultant de l'activation/la désactivation par l'Utilisateur de certains services/options, comme par exemple la désactivation du code PIN.

En aucun cas Belgacom Mobile ne pourra être tenue responsable des dommages indirects ou immatériels, tels que notamment les dépenses supplémentaires, les manques à gagner, les pertes de bénéfices, les pertes de clientèle, les pertes ou les détériorations de données et les pertes de contrats.

9. Indisponibilité

" La présente licence est conclue intuitu personae. Elle est incessible et ne peut faire l'objet d'une sous licence ".

10. Litiges

Les dispositions de la présente licence sont régies par le droit belge, et toute contestation relative à l'existence, l'interprétation ou l'exécution de la licence qui ne pourra faire l'objet d'un règlement amiable sera de la compétence exclusive des juridictions de l'arrondissement judiciaire de Bruxelles.

1. Definities

In dit document hebben de volgende termen de volgende betekenis:

- "u": de persoon die het Product gebruikt en die een Proximus abonnement heeft.
- "Product": de Compact Disc en de "Vodafone Mobile Broadband" software, alsmede elke software die zich in of op de compact disc en/of de "Vodafone Mobile Broadband" software bevindt. Vodafone geeft Belgacom Mobile de toelating om het gebruiksrecht, waarvan eerstgenoemde houder is, wat betreft de rechten op de "Vodafone Mobile Broadband" software alsook op de software inbegrepen in de eerdergenoemde software en op de compact disc die hiervan de drager is, te verlenen aan zijn eigen klanten binnen de grenzen van onderhavige bepalingen
- "Diensten": de Mobile Broadband datatransmissie en andere diensten aangeboden door Belgacom Mobile in het kader van haar dienstenaanbod.

2. Gebruikslicentie

Wij verlenen u, in het kader van uw abonnementen contract, een niet-exclusieve licentie om het Product te gebruiken in verband met de Diensten. U dient, voor gebruik, na te gaan of uw uitrusting (telefoon en computer) opgenomen zijn in de lijst van compatibele uitrusting en of deze de vereiste configuratie heeft.

U mag het Product niet kopiëren, wijzigen, decompileren, uithalen of voorbijgestreefde technische procedures toepassen op het Product of een deel ervan (tenzij in de gevallen voorzien in de wet).

U mag het Product of een onderdeel ervan niet verhuren, sublicentiëren, overdragen, verhandelen noch derden toelaten gebruik te maken van het Product of een deel ervan.

U bent verantwoordelijk om de nodige maatregelen te nemen ter bescherming en bewaring van uw gegevens.

U mag het Product slechts met één computer gebruiken. U mag van het Product of een onderdeel ervan slechts één kopie maken met het oogmerk van een back-up die enkel voor eigen gebruik bestemd is.

U verbindt zich ertoe om het Product of een onderdeel ervan nooit te gebruiken in overtreding met de geldende wetten of reglementeringen.

Voorts stemt u ermee in wachtwoorden of andere toegangsinstrumenten die u geleverd zijn, geheim te houden en op een veilige plaats te bewaren om ongeautoriseerd gebruik van het Product te voorkomen.

3. Specifieke verplichtingen verbonden aan internet

Het Product en de SIM kaart kunnen gebruikt worden om toegang te krijgen tot Internetsites. Door gebruik te maken van de internetdienst via het Product verklaart u kennis te hebben genomen van en akkoord te zijn met de werking van het Internet en de voor internetgebruik geldende regels. Door gebruik te maken van de internetdienst via het Product verklaart u kennis te hebben genomen van en akkoord te zijn met de voorwaarden opgenomen in de gedragscode alsook de wijzigingen aan deze gedragscode die Belgacom Mobile op zijn website heeft gepubliceerd.

Belgacom Mobile kan in geen geval aansprakelijk gesteld worden voor wettelijke of onwettelijke handelingen van uwentwege of vanwege derden met of zonder hulp van haar internetdienst via het Product.

Belgacom Mobile neemt in geen geval kennis van gegevens die niet voor haar bestemd zijn noch van gegevens die u (bijvoorbeeld per e-mail, forums of websites met beperkte toegang) aan Internet via het Product toevertrouwt of gegevens die direct voortvloeien uit uw internetgebruik, behalve in de volgende gevallen:

- als de kennisname onmisbaar is voor de goede werking van de internetdienst via het Product of de goede

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werking van het netwerk (bijvoorbeeld (i) met het oog op uitgifte, inning en nazicht van facturen, (ii) in het kader van haar contractuele relatie met u of (iii) met het oog op een goed beheer van het informaticasysteem).

- als Belgacom Mobile redenen heeft om te vermoeden dat deze informatie verbonden is met onwettelijke of niet toegelaten activiteiten of als een derde van mening is dat deze informatie zijn rechten schaadt.

U bent volledig zelf verantwoordelijk voor uw website, de informatie die u invoert in discussiefora en in het algemeen de manier waarop u gebruik maakt van de internetdienst via het Product. U vrijwaart Belgacom Mobile van elke schadevergoeding, vordering of eisen van derden die een schending van hun rechten aanvoeren door uw website, informatie die u hebt ingevoerd in discussiefora of op uw website, ten gevolge van het gebruik dat u maakt van de internetdienst via het Product in het algemeen of ten gevolge van maatregelen genomen door Belgacom Mobile om de aangehaalde schending stop te zetten.

Belgacom Mobile is niet aansprakelijk en kan niet als dusdanig beschouwd worden in het kader van transacties die plaatsvinden tussen u en een derde.

U verklaart te beschikken over de vereiste toelatingen voor de inhoud die u via uw website verspreidt of invoert in discussiefora en dit voor de hele wereld en voor de volledige duur van de verspreiding of invoer. U verklaart de geldende wettelijke bepalingen na te leven.

U aanvaardt dat Belgacom Mobile niet aansprakelijk is voor het wissen, blokkeren of niet ontvangen van e-mails of elke andere informatie of de onmogelijkheid om e-mails of elke andere informatie te bewaren.

Belgacom Mobile behoudt zich het recht voor de ontvangst van e-mails door zijn servers te blokkeren wanneer deze niet door "open relay" beschermd zijn, dit wil zeggen servers die mails sturen die niet voor haar bestemd zijn en hierdoor de massale verzending van ongevraagde boodschappen mogelijk maken.

U bent volledig zelf verantwoordelijk voor de verzending van vertrouwelijke gegevens uitgevoerd door de internetdienst via het Product. U neemt de nodige maatregelen om het vertrouwelijk karakter en de integriteit van de gegevens te beschermen. Belgacom Mobile is niet aansprakelijk voor de publicatie van vertrouwelijke gegevens die in haar systeem worden geregistreerd. U waakt over de bescherming van uw gegevens, uw software en informatica- en telecomuitrusting tegen virussen die in omloop zijn op het internet en andere risicovormen.

Belgacom Mobile behoudt zich het recht voor alle nodige maatregelen tegen u te nemen, tot zelfs het stopzetten van uw toegang tot haar internetdienst via het Product of van de toegang van derden tot door u verspreide informatie indien de integriteit van haar diensten en de goede werking van haar netwerk in het gedrang komen.

Als Belgacom Mobile een klacht ontvangt van een derde waarin wordt gesteld dat de inhoud van uw website, uw bijdrage tot een discussieforum of uw gebruik van het internet via het Product de rechten van deze derde schendt, zal zij een ingebrekestelling sturen per e-mail of per post. Indien u niet binnen de vijf (5) dagen reageert kan Belgacom Mobile, op eigen initiatief, de inhoud van de website of van het discussieforum wissen waarvan een derde meent dat deze zijn rechten schendt of uw toegang tot de internetdienst door middel van het Product tijdelijk stopzetten zonder dat dit u recht geeft om een schadevergoeding te eisen. Als u binnen de vijf (5) dagen op de klacht reageert, heeft Belgacom Mobile het recht de door u verstrekte documenten aan derden mede te delen als bewijs. Indien deze derde van oordeel is dat deze documenten niet voldoende zijn, heeft Belgacom Mobile het recht de inhoud van de website of van het discussieforum te wissen waarvan een derde meent dat deze zijn rechten schendt of uw toegang tot de internetdienst via het Product tijdelijk stopzetten zonder dat dit u recht geeft om een schadevergoeding te eisen. Deze bepaling geldt onafhankelijk van de inhoud waarop de klacht gebaseerd is, hyperlinks inbegrepen. In het geval van recidive heeft Belgacom Mobile het recht om onmiddellijk en zonder voorafgaande ingebrekestelling uw toegang tot de internetdienst via het Product tijdelijk stop te zetten zonder dat u recht heeft op een schadevergoeding. U wordt binnen een redelijke termijn op de hoogte gebracht van de genomen maatregelen.

In geval van heerkraft, gebeurtenissen waarover Belgacom Mobile geen controle heeft, onderhoudswerken en storingen kan Belgacom Mobile, zonder voorafgaande verwittiging, uw internettoegang tijdelijk volledig of gedeeltelijk stopzetten. De onderbreking zal in geen geval recht geven op schadevergoeding. Belgacom Mobile zal u proberen te informeren van deze onderbreking binnen een redelijke termijn, op een manier die zij geschikt acht en zal het nodige doen om deze onderbrekingen tot het minimum te beperken.

4. Duur

De licentie wordt gegeven voor onbepaalde duur en gaat in op het ogenblik dat u voorafgaandelijk aan de installatie van het Product onderhavige voorwaarden aanvaardt.

U kunt deze te allen tijde beëindigen door het Product met alle eraan verbonden programma's van al uw apparatuur te verwijderen, het Product terug te bezorgen aan Belgacom Mobile en elke kopie waarover u beschikt te vernietigen.

Onderhavige licentie wordt beëindigd op de datum van opzegging van uw abonnementscontract met Belgacom Mobile, wat ook de reden hiervan is.

Belgacom Mobile kan onderhavige gebruikerslicentie opzeggen indien u één van uw verplichtingen niet meer nakomt.

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Op de vervaldag van onderhavige overeenkomst of van uw abonnementscontract met Belgacom Mobile verbindt u zich ertoe om elk gebruik van het Product stop te zetten, het van al uw materiaal te verwijderen, elke kopie ervan te vernietigen en het Product terug te sturen naar Belgacom Mobile.

5. Intellectuele eigendomsrechten

Belgacom Mobile heeft van de houder van de intellectuele eigendomsrechten op het Product, het niet-exclusieve recht gekregen om het Product te commercialiseren. De concessie van het gebruiksrecht betekent niet dat wij de rechten aan u hebben overgedragen. Het Product en de documentatie ervan blijven eigendom van Vodafone, wat ook de vorm, de drager van de programma's of de taal is die wordt gebruikt. Vodafone is tevens houder van de rechten verbonden aan de merken van het Product (of aan het Merk) dat het voorwerp uitmaakt van een octrooi. U verbindt zich er bijgevolg toe om direct of indirect of via een derde de intellectuele eigendomsrechten verbonden aan het Product niet te schenden.

6. Klantenservice

U kunt een beroep doen op de Klantendienst van Belgacom Mobile voor ondersteuning of vragen in verband met dit Product.

7. Unieke Identificatie

Wanneer u de Mobile Broadband software installeert wordt een Unieke Identificatie (UID) aangemaakt. Via deze UID zullen de volgende soorten gegevens naar Vodafone gestuurd worden:

- a) Versie en configuratie van de Mobile Broadband software
- b) Wijze van verbinding (zoals infrarood en Bluetooth, en gebruikte apparatuur)
- c) Versiedetails van de gebruikte web browser en e-mail software
- d) Productidentificatienummer van de fabrikant
- e) Informatie betreffende de sessie (zoals duur en volume van de verzonden data)
- f) In geval van roaming, de code van het land en van het netwerk van de gebruikte buitenlandse operator waarmee u zich in verbinding stelt vanuit het buitenland.

Deze informatie wordt opgeslagen op een beveiligde server om toekomstige updates van de Mobile Broadband software mogelijk te maken. Deze informatie zal ook gebruikt worden voor statistische doeleinden zodat Vodafone de Mobile Broadband dienst kan verbeteren en verder ontwikkelen. Deze gegevens zullen in geen geval gebruikt worden om lijsten op te stellen van de bezochte sites noch van de mailboxes die u contacteert.

8. Garantie - Aansprakelijkheid

Belgacom Mobile is door een uitdrukkelijk kenbaar gemaakte overeenkomst gebonden aan een middelenverbintenis. Zij garandeert dat het Product conform is aan zijn beschrijving. Belgacom Mobile is op geen enkel vlak aansprakelijk, behalve op het vlak van deze conformiteit, en kan met name niet garanderen of het Product aan uw eisen voldoet daar dit enkel en alleen voortvloeit uit uw persoonlijke beoordeling. U erkent immers alle informatie te hebben ontvangen die het u mogelijk maakt het Product goed te kennen en u toelaat te oordelen of het aan uw eisen voldoet.

Bovendien kan Belgacom Mobile in geen geval aansprakelijk gesteld worden voor verkeerd gebruik van het Product, in geval van slechte werking van de terminal en/of zijn toebehoren of in geval de SIM kaart niet zou werken in een terminal die niet beantwoordt aan de bepalingen van het toepasselijk wettelijk kader.

Belgacom Mobile is niet aansprakelijk voor schade voortvloeiend uit de inhoud van de communicaties en boodschappen. Zij is niet aansprakelijk voor diensten, noch de facturatie ervan wanneer deze worden aangeboden door derden en toegankelijk zijn via de Proximusdiensten.

Belgacom Mobile is niet aansprakelijk voor schade voortvloeiend uit interventies van derden.

Belgacom Mobile is niet aansprakelijk voor schade voortvloeiend uit het feit dat u bepaalde diensten/opties activeert of deactiveert, zoals bijvoorbeeld de deactivering van de PIN code.

Belgacom Mobile is in geen geval aansprakelijk voor indirecte of immateriële schade zoals bijkomende uitgaven, gemiste kansen, winstderving, klantenverlies, verlies of beschadiging van gegevens en verlies van contracten.

9. Onbeschikbaarheid

Onderhavige licentie werd afgesloten intuïtu personae en kan niet gesublicentieerd worden.

10. Geschillen

De bepalingen van onderhavige licentie zijn onderworpen aan het Belgisch Recht. Elke betwisting betreffende het bestaan, de interpretatie of de uitvoering van de licentie, die niet in der minne kan geregeld worden, valt onder de exclusieve bevoegdheid van het gerecht van het arrondissement van Brussel.

Vodafone Mobile Broadband End User Licences

Bulgaria - M-Tel BG

ЛИЦЕНЗИОННО СПОРАЗУМЕНИЕ. ОБЩИ УСЛОВИЯ ЗА ПОЛЗВАНЕ ОТ КРАЕН ПОТРЕБИТЕЛ НА VODAFONE MOBILE CONNECT/ BROADBAND CARD.

МОЛЯ, ПРОЧЕТЕТЕ СЛЕДНИТЕ ОБЩИ УСЛОВИЯ ПРЕДИ ДА ОТВОРИТЕ ПАКЕТА ИЛИ ДА НАТИСНЕТЕ БУТОНА "ПРИЕМАМ". ПРИ ОТВАРЯНЕТО НА ПАКЕТА ИЛИ СЛЕД НАТИСКАНЕ НА БУТОНА "ПРИЕМАМ", ВИЕ ПОСОЧВАТЕ БЕЗУСЛОВНО, ЧЕ ПРИЕМАТЕ НАСТОЯЩИТЕ ОБЩИ УСЛОВИЯ И СЕ СЪГЛАСЯВАТЕ ДА ГИ СПАЗВАТЕ.

1. Определения

В настоящите Общи условия следните думи ще имат следните значения: „Вие“ означава лицето, което използва Продукта; „Продукт“ означава Софтуер, свален лично от вас от уебсайта на Мобилтел или доставен ви на компакт диск или на всякакъв друг носител, самостоятелно или заедно с Vodafone Mobile Connect/ Broadband Card; „Услуги“ означава предаване на данни и други услуги, предлагани от „Мобилтел“ ЕАД (наричано по-долу „Мобилтел“), посредством мрежата на Мобилтел по договор за услуги или по друг начин; „Софтуер“ означава Vodafone Mobile Broadband софтуерът, който сте получили на компакт диск заедно с Vodafone Mobile Connect/ Broadband Card или сте свалили отделно от уебсайта на Мобилтел; „Ние“, „нас“ означава Мобилтел и Vodafone Group Services Limited (наричано по-долу „Лицензодателя“).

2. Лицензионни права

С настоящото, ние ви гарантираме неекслюзивно право да използвате Продукта във връзка с предлаганите Услуги. Ние не приемаме и не носим никаква отговорност, нито гарантираме каквито и да са права за използването на Софтуера извън мрежата на Мобилтел или със SIM карта, която не е на Мобилтел. Вие нямате право да копирате, модифицирате, да реасемблирате или обработвате кода на (reverse engineer) или да декомпилирате Продукта и/или самия Софтуер или самия Продукт или някаква, каквато и да е част от него (освен до степен изрично разрешена от действащото законодателство). Вие нямате право да прехвърляте, предоставяте или сублицензирате, или по какъвто и друг начин да разпространявате или да упълномощавате трета страна да използва Софтуера или Продукта или каквато и да е част от тях. Вие може да използвате Продукта на един пресонален компютър. Вие имате право да направите 1 (едно) копие на Софтуера с цел съхраняване на резервно копие. Вие сте изцяло отговорен за вземате на всички необходими мерки за запазването и архивирането на данните си, както и за всякакви други мерки срещу изгубването на данни. Продуктът заедно със SIM картата на Мобилтел може да бъде използван от вас за достъп до уебсайтове, ресурси и/или компютърни мрежи в целия свят. Ние не приемаме и не носим никаква отговорност за съдържанието, услугите или за каквито да е загуби или щети, понесени от вас по време на достъпа ви до такива уебсайтове и мрежови ресурси. Вие се съгласявате да не ползвате Продукта или която и да е негова част в нарушение на приложимото законодателство. Освен това вие се съгласявате да пазите в тайна и на сигурно място всякакви пароли или други средства за достъп, които могат да ви бъдат предоставени с цел предотвратяване на всякаква неразрешена употреба на Продукта.

3. Прекратяване

Това Лицензионно споразумение е в сила до прекратяването му. Можете да го прекратите по всяко време като изтриете Софтуера, включително всички резервни копия от всички ваши устройства и носители и ни върнете Продукта на адрес: Мобилтел ЕАД, ул. „Кукуш“ № 1, София-1309, България. Това Споразумение се прекратява автоматично ако: (i) не спазвате тези Общи условия и условия, или (ii) условията на някой друг договор, по силата на който сме ви предоставили Продукта, или (iii) с прекратяването на лиценза на Мобилтел за предоставяне на Продукта. При прекратяването на това Споразумение вие следва да прекратите ползването на Продукта и ще изтриете Софтуера, включително всички резервни копия, от всички ваши устройства и носители и да върнете Продукта на адрес: Мобилтел ЕАД, ул. „Кукуш“ № 1, София-1309, България.

4. Интелектуална собственост

Ние и/или нашите лицензодатели, според случая, притежаваме всички авторски права, права на разработка, цялостния вид на софтуера и на продукта, включително и без ограничение и начина на ползването му, търговски марки и други права на интелектуална собственост върху Продукта. Фактът, че сме ви доставили Продукта, не означава че сме прехвърлили каквито и да е права на нашите лицензодатели върху Продукта на вас, а просто сме разрешили да го ползвате, спазвайки стриктно условията на настоящото Лицензионно споразумение.

5. Обслужване на клиенти

Ако имате нужда от някаква помощ по отношение на Продукта или работата с него, моля обадете се на нашия център за обслужване на клиенти, на *88, или на +359 88 8088088, или пишете на <http://www.mtel.bg>.

6. Уникален идентификатор

Когато инсталирате този Софтуер, се създава анонимен уникален идентификатор (UID). Идентификаторът не ни позволява да идентифицираме отделните потребители по име. Той не може да се използва за контрол на посетените интернет страници или електронните адреси, с които потребителите се свързват. Ползвайки този идентификатор, следните видове не-лична информация ще ни бъде изпращана, когато вие се свързвате с мрежата

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на Мобилтел: а) Версия и конфигурация на Софтуера; б) Методи на свързване, като инфрачервен (IR) и Bluetooth, и ползваните устройства; в) Уеб-браузър и подробности за софтуерната версия на електронната поща; г) Продуктов идентификатор на производителя на лаптопа; д) Информация за интернет сесиите; е) При роуминг – кода на страната и мобилната мрежа, с която сте се свързали.

Тази информация ще бъде съхранявана на обезопасен сървър за следните цели: (i) Периодично може да ни се наложи да актуализираме настройките, свързани с услугата – това може да се извърши и без уведомяване. (ii) Вие ще бъдете уведомявани за различните софтуерни актуализации (updates) и корекции (patches), всеки път когато се свържете, на седмична или месечна основа, в зависимост от вашите настройки. Ще ви бъде предоставен избор, дали да ги приемете или не. Може да решите да свалите по-големи файлове/patches, когато се свържете чрез по-бърза интернет връзка, като например фирмената ви локална мрежа. (iii) Компилиране на анонимна информация от общ вид за употребата на Продукта, с цел подобряване на Услугата Mobile Broadband. В никакъв случай няма да ползваме каквито и да е компилирани по този начин данни, за да ви изпращаме маркетингова информация или да разкриваме такава информация на която и да е трета страна.

Ако не желаете да бъде използван анонимния идентификатор, тогава е възможно вие или вашият ИТ-мениджър да изключи тази функция. Трябва да бъде взето предвид обаче, че за нас може да се окаже невъзможно да поддържаме изцяло Услугите, ако тази функция е блокирана, тъй като няма да знаем от кои актуализации (updates) или корекции (patches) може да се нуждаете. Подробности за това как да изключите функцията UID може да намерите на порталния уебсайт на Мобилтел на <http://www.mtel.bg>.

Моля имайте предвид, че изпращането и получаването на горепосочената информация ще наложи изпращането на малки количества данни през осъществената с Продукта Интернет връзка. За това ще ви се начислява сума съгласно договорената с вас тарифа, като съответните цени са посочени на порталния уебсайт на Мобилтел на <http://www.mtel.bg>. За тарифи и друга ценова информация, моля вижте порталния уебсайт на Мобилтел.

7. Изключване на гаранции

До пълната степен позволена от действащото законодателство, Продуктът ви се предоставя от нашите лицензодатели във вид "както е", без никакви гаранции, условия или други правила по отношение на Продукта. Нито ние, нито нашите лицензодатели гарантираме, че Продуктът ще отговаря на вашите изисквания или че, работата с Продукта ще бъде непрекъсната или без грешки. Доколкото е позволено от закона, ние и нашите лицензодатели отхвърляме и изключваме всички гаранции, условия и други правила от всякакъв вид, изрични или подразбиращи се, независимо дали са породени от законов акт, обичайно право или нещо друго. Тази клауза не засяга вашите законни права.

8. Ограничение на отговорността

Ние носим отговорност пред вас, ако наша небрежност причини смърт или телесно увреждане. При всички други обстоятелства ние или нашите лицензодатели няма да носим отговорност пред вас за каквото и да е обезщетение, възстановяване на средства или щети поради нереализирана настояща или възможна печалба, загуба на доход, оборот от продажби; загуба на нематериални активи; загуба или вреда върху репутацията; загуба на договори или клиенти; загуба на очаквани спестявания; загуба на или щети, причинени на данни или програми или някакви други причини, или непреки, специални, случайни или последствени щети, независимо дали произтичат от правонарушение (включително небрежност) или договор, и дори ако ние или нашите лицензодатели сме били информирани за възможността от такива загуби или щети.

9. Приложимо право.

Настоящите Общи условия се подчиняват на законите на Англия, и с настоящото страните неотменимо се подчиняват на изключителната юрисдикция на съдилищата в Република България.

Chile - Entel PCS

Acuerdo de licencia de usuario final

POR FAVOR, REVISE LOS SIGUIENTES TÉRMINOS CUIDADOSAMENTE. ABRIENDO ESTE PAQUETE O HACIENDO CLIC EN EL BOTÓN "ACEPTAR" INDICA LA ACEPTACIÓN DE DICHOS TÉRMINOS Y CONDICIONES Y QUE ESTÁ DE ACUERDO CON LAS OBLIGACIONES DESCRITAS.

1. Definiciones

En estos términos y condiciones las palabras siguientes tendrán los siguientes significados: "Producto" significa el Software descargado por el cliente, por sí mismo desde la página web de Entel PCS u ofrecido en un Disco Compacto o cualquier otro medio contenido en sí mismo o junto con la Vodafone Mobile Connect Card; "Servicios" significa transmisión de datos y otros servicios ofrecidos por Entel PCS bajo las condiciones generales del servicio o el contrato de GPRS. "Software" significa el software que le es entregado en el Disco Compacto junto a la Mobile Connect Card o descargado por el cliente separadamente de la página web de Entel PCS:

2. Licencia de Uso

Entel PCS le garantiza una licencia de uso no exclusiva para usar el producto en conexión con los servicios. El cliente asume las responsabilidades derivadas del uso del software con una red o tarjeta SIM que no pertenezca a Entel PCS. El cliente no puede copiarlo, modificarlo o descomprimir el producto y/o el software que contiene el producto o cualquier parte de él (salvo excepciones expresamente permitidas por la ley). No puede transferir, asignar, dar licencia o de otra forma distribuir o permitir a una tercera parte usar el software o el producto o cualquier parte de él.

Sólo puede usar el producto en un ordenador. Puede hacer una copia del software para tener una copia de seguridad.

El cliente es responsable de tomar medidas apropiadas y prudentes para grabar los datos en una copia de seguridad y de esta forma protegerlo contra la pérdida de datos.

El producto, junto con la Tarjeta SIM Entel PCS se puede usar para unirlos a páginas web, recursos y/o redes de países de todo el mundo. Entel PCS no será responsable en cuanto al contenido, los servicios o cualquier pérdida o daño que pudiera sufrir usando páginas web y redes de trabajo. El cliente se compromete a hacer un uso lícito de los servicios y a usar el producto de acuerdo con la legislación vigente.

Asimismo, el cliente acuerda mantener en secreto y en un lugar seguro cualquier clave u otros sistemas de acceso de los que puede ser provisto de acuerdo a prevenir cualquier uso no autorizado del producto.

3. Finalización de la licencia

Esta licencia es efectiva hasta el término de la misma. El cliente podrá darle término en cualquier tiempo, borrando de su dispositivo el software objeto de la presente licencia, incluyendo toda copia de seguridad de todos los dispositivos en los cuales el cliente haya instalado el software.

Adicionalmente, este acuerdo finalizará automáticamente en caso de que el cliente incumpla cualquiera de los términos y condiciones aquí expuestos.

4. Derechos de Propiedad Intelectual

Entel PCS, o en su caso sus licenciantes, ostenta todos los derechos de propiedad industrial e intelectual sobre el producto. La prestación de los servicios no supone la transmisión de los citados derechos. El cliente sólo está autorizado a la utilización de los mismos en la medida en que dicho uso se ajuste estrictamente a los términos y condiciones de la presente licencia.

5. Atención al Cliente

Si necesita ayuda acerca del Producto, por favor, llame al Servicio de Atención al Cliente de Entel PCS al número 103 si está usando la red de Entel PCS o al 6003600103 si llama desde otros operadores o consulte a través de www.entelpcs.cl.

6. Servidor Seguro y protección de datos personales

Una vez se haya instalado el Software se crea aleatoriamente un identificador único anónimo (UID). El UID no

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permite a Entel PCS ni a Vodafone identificar a ningún usuario individual por nombre, ni puede ser utilizado para monitorear los sitios web que han sido visitados o las casillas de mail contactadas por los usuarios.

Por el hecho de utilizar el presente software el usuario consiente expresamente en el tratamiento y almacenamiento de los datos que a continuación se enunciarán.

Al usar este UID y cada vez que se conecte a la red de Entel PCS, se enviará a un servidor seguro de Vodafone la siguiente información:

- a) Versión y parámetros de configuración del Software
- b) Tipos de dispositivos y formas de conexión utilizadas (infrarrojos, Bluetooth...)
- c) Versión de su navegador de Internet y de su correo electrónico
- d) Identificador del fabricante de su ordenador
- e) Información sobre la duración de sus conexiones y el volumen de datos intercambiados
- f) En caso de estar en roaming, también se enviará el código del país y el nombre de la red móvil a la que esté conectado.
- g) Tipo de uso. Por ejemplo, búsqueda en Internet, transferencia de datos, acceso a la intranet.
- h) IMEI (identidad del Terminal codificado)

Esta información se almacenará en un servidor seguro para los siguientes propósitos:

- i) Realizar las actualizaciones del servicio. A ese respecto, cada vez que se conecte a la red de Entel PCS se le notificarán al cliente dichas actualizaciones. Se le permitirá optar si desea o no aceptarlos.
- ii) Para realizar las mejoras necesarias del servicio de Mobile Connect. En ningún caso, Entel PCS la mencionada información con fines de:
 - monitorización de que páginas web se han utilizado o que direcciones han sido contactadas por el cliente.
 - para fines de marketing acciones comerciales.

En ningún caso, dichos datos serán cedidos a ningún tercero.

Lo establecido en este contrato de licencia es sin perjuicio de los derechos y responsabilidades establecidos por la Ley N°19.628, sobre Protección de Datos Personales.

Si no desea que se use su UID, podrá desactivar esta función. Sin embargo, se advierte que Entel PCS no podrá prestar asistencia completa a los Servicios si se desactiva esta función, debido a que Entel PCS desconoce qué actualizaciones o archivos de software podría necesitar. La explicación sobre cómo desactivar la función UID se encuentra en el portal de asistencia de Entel PCS www.entelpcs.cl

Entel PCS le informa que al enviar y recibir la información descrita se enviarán pequeñas cantidades de datos durante su conexión. Entel PCS le informa que serán de aplicación las tarifas de las cuales se le informa en el portal de asistencia www.entelpcs.cl. Por favor, visite la página Web de asistencia para informarse de los gastos normales.

7. Exclusión de garantías

El cliente acepta que el producto se le provea sin ninguna garantía o condición adicional a las derivadas de la legislación vigente. Entel PCS tampoco le garantiza que el Producto se ajuste a sus necesidades o que el funcionamiento del Producto sea ininterrumpido o libre de errores.

8. Limitación de responsabilidades

Sin perjuicio de lo señalado en la cláusula anterior, Entel PCS y Vodafone responderán única y exclusivamente de los servicios que preste por sí mismo y de los contenidos directamente originados por Entel PCS o Vodafone e identificados con su copyright. Dicha responsabilidad quedará excluida en los casos en que concurran causas de caso fortuito o fuerza mayor o en que la configuración de los equipos del Cliente no sea la adecuada para permitir el correcto uso de los Servicios prestados por Entel PCS.

En cualquier caso, la eventual responsabilidad de Entel PCS o Vodafone frente al Cliente por todos los conceptos quedará limitada como máximo al importe de las cantidades percibidas directamente del Cliente por Entel PCS en función de dichos servicios, con exclusión en todo caso de responsabilidad por daños indirectos o por lucro cesante.

Entel PCS y Vodafone no serán en ningún caso responsables por productos o servicios prestados u ofertados por el Cliente o por terceras personas o entidades por medio de los Servicios prestados por Entel PCS.

Asimismo, Entel PCS y Vodafone no serán en ningún caso responsables por ningún contenido, información, comunicación, opinión o manifestación de cualquier tipo que tengan su origen en el Cliente o en terceras

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personas o entidades y que se comuniquen, transmitan, vendan o exhiban a través de los Servicios prestados por Entel PCS o por terceros, los cuáles serán de responsabilidad de quienes los emitan.

9. Legislación y fuero aplicable

Los presentes términos y condiciones se regirán por la legislación chilena, que será la aplicable en relación con su validez, interpretación, ejecución y cumplimiento. Las partes se someterán a la jurisdicción de los tribunales ordinarios de justicia de Chile.

Vodafone Mobile Broadband End User Licences

Congo (DRC) - Vodacom Congo

Licence agreement (VMC / English version)

Conditions of use

Please read the following provisions carefully before installing the software or selecting "Accept". By installing the software or selecting "Accept" you are indicating your acceptance of the conditions of use set out in this agreement

1. Subject

The conditions set out in this agreement govern the transfer of usage rights for the "Unlimited Data Manager" software (referred to as "software" below) by Vodacom Congo DRC (referred to as "Vodacom Congo DRC" or "we" below) to the user.

2. Definitions

In this licence agreement, the following terms are understood to have the following meanings:

"Client" refers to a software module integrated into the Unlimited Data Manager software which sends requests in a client/server relationship. "You" refers to the person using the product.

"Software" refers to the Unlimited Data Manager software which supports the Unlimited PC card, including the integrated authentication client. "Product" means the compact disc and the Vodacom Congo Mobile connect software as well as any software contained in or the compact disc and the Vodacom Congo Mobile connect software. The Vodafone Company, on basis of the rights it holds on the Vodacom Congo mobile connect software as well as on any software contained therein and on the compact disc which supports it has authorised Vodacom to grant a right to use to its own customers strictly in accordance with these terms and conditions "Service" refers to data transmission And others services offer by Vodacom Congo DRC "We" and "us" refer to Vodacom Congo DRC.

User means a subscriber to the Vodacom Congo DRC services

3. Usage rights

When you purchase the product, we grant you a non-exclusive (sub-) licence (referred to as "licence" below) to use the software for the service. This will enable you to install and run the Unlimited PC card. You may only use the software in conjunction with the product and subject to the usage restrictions outlined in the manual. You have sole responsibility for ensuring that appropriate and reasonable measures (e.g. back-up etc.) are taken to protect your data against loss.

Vodacom Congo DRC grants you the right to download the software from the website, on a floppy disk, on a CD-ROM, in the form of a file attached to an e-mail or any other medium, together with the associated installation and operating instructions.

The product can be used in conjunction with the service to connect to Websites, Internet or corporate Intranet. We do not accept any responsibility for content and services of this type or for damage resulting from their use. You may only use the product for purposes in accordance with applicable legal requirements. To prevent unauthorised use of the product, you must keep passwords and other means of access confidential and store them in a safe place.

You are entitled:

- To use the software on one or more computers or electronic devices alternately,
- To copy the software for multiple use or for back-up purposes (max. 1 back-up copy) provided each copy contains all proprietary designations of the original software and these licence provisions

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You are not entitled:

- To use or copy the software in any other way than that set out in this licence
- To lend, rent, lease, give away, sell, pledge, transfer, distribute, assign or sublicense the original copy or back-up copies of the software to other persons or companies on a temporary or permanent basis except as set out above
- To copy, modify, manipulate or decompile the software and/or the client running in or on it - or any part of that client - unless permission to do so is explicit and mandatory under the applicable legal regulations.
- As well, you are not entitled to use another means to retranslate the software into a legible format, integrate it wholly or in part into a different software program or rename or delete files contained in it.
- To duplicate the manual

Vodacom reserves all other rights pertaining to the use or re-use of the software.

4. Replacement, modification, upgrade

Vodacom reserves the right to replace, modify or upgrade the software at any time and without observation of restriction periods. Software modifications and upgrades may lead to the software becoming subject to charge or to older software versions no longer being supported or to amendments to prices, the scope of service and the service provisions. By continuing to use the service, the user confirms acceptance of these changes.

Software updates will be made available on a website. You are responsible for updating the software to the latest version and for any consequences resulting from failure to carry out updates.

5. Termination

The licence is for an indefinite period and remains valid until terminated. You may terminate the licence at any time by deleting the software from all devices and sending it back.

The licence will expire:

- On cancellation of the mobile contract on which it is based or on withdrawal of the mobile number or
- In the event of infringements of the software usage provisions or
- If Vodacom Congo discontinues the service or
- If Vodacom Congo withdraws the licence for compelling reasons
- If the customer deletes the software from all terminals

When the licence is terminated, you must cease to use the software and the product and must delete the software and all back-up copies from all devices. The guarantee and liability restrictions outlined below will continue to apply after expiry of the licence.

6. Intellectual property rights

We and/or our licensors retain all copyrights and design rights (including "look and feel"), trade mark and other intellectual property rights pertaining to the product. In supplying you with the product, we (and/or our licensors) do not transfer to you intellectual property rights of any nature pertaining to the product. We simply grant you the right to use the product solely in accordance with the conditions of use set out in this licence

7. Customer Care

Should you require product assistance, please contact Customer Care using the number provided in the product's Help menu.

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8. Quality of Product and Services

In order to guarantee consistency in the quality of our products and services, login data will be generated with details of the MSISDN, the software version of Unlimited Data Manager and the PC operating system plus details of the hardware/firmware version of the PC Card being used. The data will be recorded/evaluated centrally at Vodacom. The processing of the data is subject to data protection regulations.

9. Guarantee

Vodacom guarantees that the data carriers on which the software is supplied will not exhibit material or manufacturing defects when used under normal conditions. This guarantee is valid for ninety (90) days following acceptance of these licence conditions. The guarantee provided by and liability on the part of Vodacom and its licensors will be limited to Vodacom Congo replacing CD(s)/diskette(s) or terminating the licence.

Vodacom and its licensors do not grant any other explicit, implicit or other guarantees in addition to the restricted guarantees outlined explicitly above. Insofar as permitted by law, and its licensors hereby repudiate any implicit guarantee pertaining to the marketability or suitability of the software for a specific purpose, fitness for use, the guarantee of standard commercial quality, imperfection in title and to right of ownership. Vodacom and the licensors cannot guarantee that the software is fail-safe or error-free. It is your responsibility to ensure that you select a program and hardware suitable to meet your intended requirements. You are also responsible for installation and use, and for the results obtained with the software.

10. Liability

The user will bear all risks with regard to the result of installation and the functionality of the product in this respect. We or our licensors accept no liability whatsoever for forgone profits or losses sustained (e.g. including loss pertaining to goodwill, image or reputation, savings not made, etc.), for loss or damage affecting data or programs, for indirect or consequential damage of any type, regardless of whether such damage was intentional or due to negligence (i.e. even if we or our licensors had been informed of the possibility of such damage). Vodacom will likewise accept no liability for damage claims made by third parties.

11. Jurisdiction and applicable law

These conditions of use are governed by Swiss law. The place of jurisdiction is Berne, Switzerland.

Accord de licence (VMC / French version)

Conditions d'utilisation

Veuillez lire attentivement les dispositions suivantes avant d'installer le logiciel ou de cliquer sur le bouton «J'accepte». En installant le logiciel ou en cliquant sur le bouton «J'accepte», vous reconnaissez les conditions d'utilisation décrites ci-après.

1. Objet

Les présentes conditions régissent la mise à la disposition de l'utilisateur du logiciel «Unlimited Data Manager» (appelé ci-après «logiciel») par Vodacom Congo, (appelée ci-après «Vodacom ou «nous»).

2. Définitions

Dans les présentes dispositions d'utilisation de licence, les termes ci-dessous ont la signification suivante:

«Client» désigne un module logiciel de consultation de données dans une architecture client/serveur, qui est intégré au logiciel Unlimited Data Manager.

«Logiciel» désigne le logiciel Unlimited Data Manager qui supporte la carte PC Unlimited, y compris le client d'authentification intégré.

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«Nous» fait référence à Vodacom.

«Produit» désigne le disque compact et ou le logiciel, Vodacom Congo. La société Vodacom Congo RDC, au regards des droits qu'elle détient sur le logiciel mobile connect, ainsi que sur le logiciel contenu dans ledit logiciel et sur le disque compact qui en constitue le support, a autorisé Vodacom à sous concéder auprès de ses propres clients un droit d'utilisation dans la limite des présentes dispositions.

«Service» désigne la transmission de données et les autres services proposés par Vodacom dans le cadre de ses offres.

«Vous» désigne la personne qui utilise le produit ou un abonné au service ou encore l'Utilisateur.

3. Mise à disposition à des fins d'usage

Nous vous accordons à l'achat du produit une (sous-)licence non exclusive (appelée ci-après «licence») d'utilisation du logiciel pour le service. Elle vous permet d'installer et de piloter la carte PC Unlimited. Vous ne devez utiliser le logiciel qu'avec ce produit et en respectant les restrictions d'utilisation qui sont mentionnées dans le manuel. Vous êtes seul responsable de la prise de mesures adaptées (telles qu'un back-up notamment) pour éviter toute perte de données.

Vodacom Congo vous autorise à télécharger le logiciel avec les instructions d'installation et d'utilisation correspondantes depuis son site internet sur une disquette, sur un CD-ROM, en pièce jointe dans un courrier électronique ou sur un autre support.

Vous pouvez utiliser le produit avec le service pour vous connecter sur internet ou au réseau de votre entreprise. Nous déclinons toute responsabilité en ce qui concerne les contenus et les services de ce type et les dommages qui pourraient résulter de leur utilisation. Vous êtes tenu d'utiliser ce produit en veillant à ne pas violer les dispositions légales applicables. Pour éviter toute utilisation non autorisée du produit, vous devez tenir vos mots de passe et autres moyens d'accès secrets et les conserver dans un endroit sûr.

Vous avez le droit

- d'utiliser le logiciel sur un ou plusieurs ordinateurs ou appareils électroniques en alternance;
- de copier le logiciel afin de l'utiliser sur plusieurs appareils ou à des fins de sauvegarde (une copie de sauvegarde au maximum), à la condition que la copie comprenne l'ensemble des désignations protégées du logiciel original ainsi que les présentes dispositions relatives à la licence.

Vous n'avez pas le droit

- d'utiliser ou de copier le logiciel d'une toute autre manière que celle qui a été autorisée dans la présente licence,
- de prêter l'original ou la copie de sauvegarde du logiciel à d'autres personnes ou sociétés, à titre temporaire ou permanent, ni de les louer, de les proposer en leasing, de les offrir, de les vendre, de les mettre en gage, de les transférer, de les distribuer, de les céder ou d'en donner des sous-licences autrement que dans le cadre décrit ci-dessus,
- de copier, de modifier, de manipuler (« reverse engineering ») ou de décompresser le logiciel et/ou le client qu'il comprend, en tout ou en partie, si cela n'est pas expressément et obligatoirement autorisé par le droit applicable. De même, vous n'avez pas le droit de le rendre lisible de toute autre manière, ni de l'intégrer en tout ou en partie à un autre logiciel, ni de renommer ou de supprimer les fichiers du logiciel.
- de reproduire le manuel

Vodacom Congo se réserve tous les autres droits d'utilisation ou d'exploitation du logiciel.

4. Remplacement, modification, mise à niveau

Vodacom Congo se réserve le droit de remplacer, de modifier le logiciel ou de le mettre à niveau à tout moment et sans devoir tenir compte de périodes de restriction. Les adaptations et les mises à niveau du logiciel peuvent

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impliquer que le logiciel devienne payant, que d'anciennes versions du logiciel ne soient plus supportées et que les prix, les prestations et les dispositions relatives à celles-ci soient modifiés. En continuant à utiliser le logiciel, l'utilisateur accepte les modifications.

Les mises à jour du logiciel sont mises à la disposition des utilisateurs sur un site internet. Vous êtes responsable de l'actualisation du logiciel et du téléchargement de la dernière version disponible. C'est vous qui supportez les conséquences d'une absence d'actualisation.

5. Fin de la licence

La licence a en principe une durée illimitée. Elle est valable jusqu'à ce que Vodacom Congo y mette fin. De votre côté, vous pouvez à tout moment mettre fin à la licence en supprimant le logiciel de tous vos appareils et en renvoyant le logiciel.

La licence prend fin

- à l'issue du contrat de téléphonie mobile sur lequel elle se base, ou du retrait du numéro d'appel, ou
- en cas de violation des dispositions d'utilisation du logiciel, ou
- lorsque Vodacom met fin au service, ou
- lorsque Vodacom met fin à la licence pour une raison importante, ou
- lorsque vous supprimez le logiciel de tous vos terminaux.

A la fin de la licence, vous ne pouvez plus utiliser le logiciel ni le produit et devez supprimer le logiciel (*év. le programme*) de tous vos appareils, y compris toutes les copies de sauvegarde. Les restrictions de garantie et de responsabilité mentionnées ci-après restent en vigueur même après la fin de la licence.

6. Droits immatériels

Nous et/ou le donneur de licence possédons tous les droits d'auteur et de protection des designs (également en ce qui concerne l'aspect et la convivialité du logiciel), les droits de propriété des marques et les autres droits immatériels sur le produit. En vous fournissant le produit, nous (ou nos donneurs de licence) ne vous transférons en aucune manière les droits immatériels qui y sont liés, nous vous permettons uniquement d'utiliser le produit conformément aux conditions de la présente licence.

7. Service à la clientèle

Si vous avez besoin d'aide pour le produit, veuillez téléphoner à notre service clientèle au numéro indiqué dans le menu d'aide du produit.

8. Qualité du produit et du service

Pour garantir une qualité constante du produit et du service, les données d'annonce sont générées avec des indications concernant MSISDN, la version logicielle de Unlimited Data Manager, du système d'exploitation PC ainsi qu'avec celles de la version de la carte PC et de son micro logiciel. Ces données sont ensuite enregistrées et évaluées de manière centralisée chez Vodacom où elles sont traitées dans le respect de la loi sur la protection des données.

9. Garantie

Vodacom garantit que les supports de données sur lesquels le logiciel est fourni sont exempts de défauts de matériau et de fabrication dans le cadre d'une utilisation normale. Cette garantie se prolonge pendant nonante (90) jours à partir de l'acceptation des conditions de licence. La garantie et la responsabilité de Vodacom et de ses donneurs de licence se limitent au fait que Vodacom remplace les CD et disquettes ou met fin à la licence selon son appréciation.

Vodacom et ses donneurs de licence ne vous accordent aucune garantie explicite, tacite ou de quelque autre

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nature que ce soit en dehors des garanties expressément mentionnées ci-dessus. Vodacom et ses donneurs de licence rejettent ainsi expressément, dans les limites fixées par la loi, toute garantie tacite quant à la compétitivité ou à l'adéquation du logiciel à un usage précis, à sa compatibilité, à l'assurance de la qualité habituelle, aux lacunes juridiques et au droit de propriété. Vodacom et les donneurs de licence ne garantissent pas que le logiciel est protégé contre les défaillances ni exempt d'erreurs. L'utilisateur est lui-même responsable du choix du programme et du matériel nécessaires pour atteindre les objectifs qu'il s'est fixés, de même que de l'installation et de l'utilisation du logiciel et des résultats obtenus avec celui-ci.

10. Responsabilité

L'utilisateur supporte entièrement les risques liés aux résultats et à la compatibilité en relation avec l'installation du produit. Nous ou nos donneurs de licence déclinons toute responsabilité pour tout manque à gagner ou perte (notamment aussi pertes de goodwill, d'image, de réputation, économies non réalisées, etc.), toute perte ou détérioration de données ou de programmes, tout dommage indirect ou consécutif, indépendamment du fait que ces dommages aient été causés intentionnellement ou par négligence, c'est-à-dire également si nous ou nos donneurs de licence étions informés de l'éventualité de tels dommages. Vodacom ne peut également pas faire l'objet de demandes en dommages-intérêts par des tiers.

11. For et droit applicable

Ces conditions d'utilisation sont soumises au droit suisse. Le for est Berne (CH)

Croatia - Vipnet

Uvjeti korištenja

ODABIROM OPCIJE "PRIHVAĆAM" POTVRĐUJETE DA STE PROČITALI I RAZUMJELI UVJETE KORIŠTENJA, TE PRISTAJETE DA VAS NJIHOV SADRŽAJ OBVEZUJE. AKO NISTE PROČITALI I RAZUMJELI ILI NE PRISTAJETE DA VAS SADRŽAJ OVIH UVJETA OBVEZUJE, NEMOJTE ODABRATI OPCIJU "PRIHVAĆAM". AKO NE ODABERETE OPCIJU "PRIHVAĆAM" NEMATE LICENCU ZA KORIŠTENJE OVOG SOFTVERA I TREBATE GA UKLONITI S RAČUNALA.

1. Definicije

U ovim Uvjetima, sljedeće riječi imat će sljedeće značenje: "Vi" znači osoba koja koristi Proizvod; "Proizvod" znači softver koji ste preuzeli sa web stranice www.vipnet.hr, kao i i svaki softver koji Vam je isporučen na kompaktnom disku, web-stranici www.vipnet.hr i ili izravno sa uređaja ili drugog medija zasebno ili zajedno sa uređajem.; "Usluge" znače prijenos podataka i druge usluge koje VIPnet nudi putem odabira podatkovne tarife ili usluge prilikom potpisivanja Zahtjeva za zasnivanje pretplatničkog odnosa (u daljnjem tekstu: Ugovor); "Softver" znači Vodafone Mobile Broadband softver koji Vam je isporučen na kompaktnom disku (CD-u), web stranici www.vipnet.hr ili izravno sa uređaja zajedno s Vodafone Mobile Connect/ Broadband karticom ili ste ga sami pohranili s web-stranice www.vipnet.hr; "mi" "nas" "nama" znači VIPnet.

2. Licenca za korištenje

Uz uvjet da ste odabrali neku od Vip podatkovnih tarifa prilikom potpisivanja Ugovora i primili Vip Super SIM karticu s aktivnom podatkovnom tarifom, odobravamo Vam neisključivu licencu za korištenje Proizvoda vezano za Usluge. Ne smijete kopirati, izmijeniti, vršiti obrnuti inženjering ili dekompilirati Proizvod i/ili softver kojeg Proizvod sadrži ili bilo koji dio istog (osim u onoj mjeri u kojoj je to izričito dopušteno zakonom). Ne smijete prenijeti, ustupiti, dati licencu ili na drugi način distribuirati ili omogućiti trećoj osobi korištenje softvera ili Proizvoda ili bilo kojeg dijela istog.

Možete napraviti jednu kopiju softvera u svrhu sigurnosnog pohranjivanja podataka.

Snosite punu odgovornost za poduzimanje primjerenih mjera opreza radi sigurnosnog pohranjivanja podataka i inače radi zaštite od gubitka podataka.

Proizvod zajedno s Vip Super SIM karticom možete koristiti za uspostavljanje veze s web stranicama, resursima i/ili mrežama diljem svijeta. Ne prihvaćamo nikakvu odgovornost za sadržaj, usluge ili bilo kakav gubitak ili štete kojima biste mogli biti izloženi korištenjem takvih web stranica i mreža. Suglasni ste da nećete koristiti Proizvod ili bilo koji dio istog protivno bilo kojim relevantnim zakonima ili propisima. Nadalje, suglasni ste čuvati u tajnosti i na sigurnom mjestu sve lozinke ili druge pristupne uređaje koji bi Vam mogli biti dostavljeni kako biste spriječili svako neovlašteno korištenje Proizvoda.

3. Raskid

Ova licenca vrijedi do njezinog otkazivanja. Licencu možete otkazati u svako doba brisanjem softvera i svih kopija softvera sa svih vaših uređaja. Ovaj Ugovor automatski prestaje ukoliko propustite pridržavati se ovih općih uvjeta korištenja ili Ugovora.

Po prestanku ovih općih uvjeta korištenja ili po prestanku Ugovora, prestat ćete koristiti Proizvod i izbrisat ćete program, uključujući sve sigurnosne kopije, sa svih vaših uređaja.

4. Prava intelektualnog vlasništva

VIPnet i davatelj licence, vlasnici su svih autorskih prava, prava na dizajn, «look and feel», zaštitnih znakova i drugih prava intelektualnog vlasništva koji se odnose na Softver. Činjenica da vam je isporučen Softver ne znači da je na vas preneseno bilo koje od gore navedenih prava. Vama je jedino omogućeno korištenje Softvera izričito u skladu sa ovim Uvjetima.

5. Služba za korisnike

Ukoliko vam je potrebna pomoć vezano za Softver, molimo vas da nazovete VIPnet Službu za korisnike na broj 091 7700.

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6. Anonimno izvještavanje preko jedinstvenog anonimnog ID-ja

Kada instalirate ovaj Softver, na Vašem računalu se kreira anonimni jedinstveni ID. Ovaj anonimni jedinstveni ID ne omogućava operateru informaciju o pojedinom korisniku niti njegovim podacima. Preko anonimnog jedinstvenog ID-ja sljedeće informacije preko mreže mogu biti poslane operateru tijekom korištenja ovog Softvera:

- a) Verzija i konfiguracija softvera
- b) Postupak povezivanja, kao što je infracrveno ili Bluetooth vezom; korišteni uređaji
- c) Pojediniosti o web-pregledniku i verziji e-mail softvera
- d) Identifikacija proizvođača prijenosnog računala i procesora
- e) Informacija o vremenu trajanja podatkovne veze, kvaliteti veze na lokaciji gdje je veza uspostavljena
- f) Pri roamingu, kod zemlje i mobilne mreže na koju ste spojeni
- g) vrsta korištenja, na primjer pretraživanje Interneta, prijenos podataka, pristup intranet-u,
- h) IMEI (broj uređaja)

Ove će informacije biti pohranjene na sigurnom poslužitelju za sljedeće svrhe:

- (i) S vremena na vrijeme operater može trebati nadopuniti postavke vezane uz usluge - ovo se može napraviti bez obavještanja.
- (ii) Primat ćete obavijesti kad su dostupne nadogradnje ili korekcije softvera. Uvijek imate mogućnost izbora prihvatiti ili ne svaku izmjenu. Možete izabrati pohranjivanje većih datoteka s Interneta kad ste spojeni preko npr. brže konekcije, kao što je LAN
- (iii) Sakupljanje anonimnih informacija o korištenju u svrhu poboljšanja usluga spajanja. Ni u kojem slučaju VIPnet neće koristiti podatke sakupljene na ovaj način da bi Vam poslao marketinšku informaciju ili razotkrio takvu informaciju trećoj strani.

Ako ne želite koristiti opciju jedinstvenog anonimnog ID-ja, tada je moguće da vaš mrežni administrator isključi tu opciju. Međutim, treba napomenuti da VIPnet možda neće moći kompletno podržati usluge ako je ova opcija isključena, jer VIPnet neće znati koje softverske nadopune ili dijelove programskog koda koji se umeću kako bi se popravila eventualna pogreška možete zatrebati. Molimo pronađite detalje o tome kako isključiti opciju Jedinstvena oznaka funkciju na VIPnetovom portalu podrške za Vodafone Mobile Broadband proizvod na www.vipnet.hr/.

Napominjemo da će slanje i primanje gornjih informacija zahtijevati slanje malih količina podataka preko vaše veze. Ovo će vam biti naplaćeno prema ugovorenoj tarifi.

7. Praćenje prometa preko opcije Korištenje

Softver omogućava praćenje prometa preko opcije Korištenje. Informacija o količini podataka prenesenih preko mobilne mreže i dostupna u Softveru je isključivo informativnog karaktera, i nije konačna ni relevantna za obračun mjesečnog računa. Konačni popis spajanja i količine prenesenih podataka može se naći na mjesečnom računu za korištenje podatkovne tarife ili usluge.

8. Isključenje jamstva

U najvećoj mjeri u kojoj je to dopušteno primjenjivim zakonima, Softver se isporučuje «kakav jest» bez ikakvog jamstva, uvjeta, izjava ili drugih odredbi koje se odnose na Softver naših . VIPnet ne jamči da će Softver zadovoljiti vaše potrebe ili da će Softver funkcionirati bez prekida ili bez greške. U onoj mjeri u kojoj je to dopušteno zakonom, VIPnet se odriče odgovornosti i isključuje sva jamstva, izjave i druge uvjete bilo kakve vrste, izričite ili prešutne ili na osnovi zakona, običaja ili na drugoj osnovi. Ova odredba ne utječe na vaša zakonska prava.

9. Ograničenje odgovornosti

VIPnet ne preuzima odgovornost za bilo kakve štete(izravne, neizravne, slučajne i posljedične) nastale prilikom uporabe Softvera.

10. Rješavanje sporova

Za slučaj nastanka sporova prilikom korištenja Softvera bit će nadležan sud u Zagrebu.

Cyprus - Cytamobile-Vodafone

Άδεια Χρήσης Τελικού Χρήστη

ΠΑΡΑΚΑΛΟΥΜΕ ΔΙΑΒΑΣΤΕ ΠΡΟΣΕΚΤΙΚΑ ΤΟΥΣ ΠΑΡΑΚΑΤΩ ΟΡΟΥΣ ΠΡΙΝ ΑΝΟΙΞΕΤΕ ΑΥΤΗ ΤΗ ΣΥΣΚΕΥΑΣΙΑ Ή ΠΡΙΝ ΚΑΝΕΤΕ ΚΛΙΚ ΣΤΟ ΚΟΥΜΠΙ "ΑΠΟΔΟΧΗ". ΑΝΟΙΓΟΝΤΑΣ ΤΗ ΣΥΣΚΕΥΑΣΙΑ Ή ΚΑΝΟΝΤΑΣ ΚΛΙΚ ΣΤΟ ΚΟΥΜΠΙ "ΑΠΟΔΟΧΗ" ΥΠΟΔΗΛΩΝΕΤΕ ΟΤΙ ΑΠΟΔΕΧΕΣΤΕ ΤΟΥΣ ΟΡΟΥΣ ΚΑΙ ΤΙΣ ΣΥΝΘΗΚΕΣ ΚΑΙ ΟΤΙ ΣΥΜΦΩΝΕΙΤΕ ΟΤΙ ΔΕΣΜΕΥΕΣΤΕ ΑΠΟ ΑΥΤΕΣ.

1. Ορισμοί

Σε αυτούς τους όρους και τις συνθήκες οι παρακάτω λέξεις θα έχουν τις εξής έννοιες: "Εσείς" σημαίνει το άτομο που χρησιμοποιεί το Προϊόν. Το "Προϊόν" υποδηλώνει το Λογισμικό που έχετε ο ίδιος εσείς κατεβάσει από το διαδίκτυο από μία ιστοσελίδα της Cytamobile-Vodafone ή που έχετε προμηθευτεί σε μορφή Compact Disc ή κάποιου άλλου μέσου, είτε μόνο του ή μαζί με την κάρτα Vodafone Mobile Connect/ Broadband Card. Η λέξη "Υπηρεσίες" αφορά την μεταβίβαση δεδομένων και άλλες υπηρεσίες που προσφέρονται από την Cytamobile-Vodafone σύμφωνα με την ενιαία ή κάποια άλλη σύμβαση. Με την λέξη "Λογισμικό" εννοείται το λογισμικό με τον πίνακα οργάνων το οποίο σας έχει παρασχεθεί μέσω του Compact Disc μαζί με την κάρτα Mobile Connect/Broadband Card ή το οποίο εσείς έχετε κατεβάσει χωριστά, από μια ιστοσελίδα της Cytamobile-Vodafone. Με το "Εμείς" εννοείται η Αρχή Τηλεπικοινωνιών Κύπρου, στο εξής καλούμενη στη παρούσα

2. Άδεια Χρήσης

Σας χορηγούμε μία μη-αποκλειστική άδεια χρήσης του Προϊόντος και των Υπηρεσιών. Δεν αποδεχόμαστε οποιαδήποτε ευθύνη ή υποχρέωση ούτε και χορηγούμε την άδεια χρήσης του Λογισμικού σε τρίτα δίκτυα ή με κάρτα SIM άλλης εκτός της Cytamobile-Vodafone. Δεν μπορείτε να αντιγράψετε, να τροποποιήσετε, να ανακατασκευάσετε ή να αποσυναρμολογήσετε το Προϊόν και / ή το Λογισμικό που συμπεριλαμβάνεται μέσα ή επάνω στο Προϊόν ή οποιοδήποτε μέρος αυτού (παρά μόνο στο βαθμό που επιτρέπεται ρητά από τον νόμο). Δεν μπορείτε να μεταβιβάσετε, να παραχωρήσετε, να εκχωρήσετε την άδεια ή με άλλο τρόπο να διανείμετε ή να διευκολύνετε κάποιον τρίτο να χρησιμοποιήσει το Λογισμικό ή το Προϊόν ή το όποιο μέρος αυτού. Μπορείτε να χρησιμοποιήσετε το Προϊόν μόνο με έναν ηλεκτρονικό υπολογιστή. Μπορείτε να παράγετε ένα αντίγραφο του Λογισμικού αποκλειστικά για εφεδρικούς λόγους. Είστε αποκλειστικά υπεύθυνος όσον αφορά την λήψη των σωστών και κατάλληλων μέτρων ώστε να εξασφαλίσετε εφεδρικά δεδομένα και να προστατευτείτε από την απώλεια δεδομένων. Το Προϊόν μαζί με την κάρτα SIM της Cytamobile-Vodafone μπορούν να χρησιμοποιηθούν από εσάς για να συνδεθείτε και να αποκτήσετε πρόσβαση σε ιστοσελίδες, πηγές και / ή δίκτυα σε όλο τον κόσμο. Δεν αποδεχόμαστε καμία ευθύνη για το περιεχόμενο, τις υπηρεσίες ή την όποια απώλεια ή καταστροφή μπορεί να επέλθει μέσω της χρήσης τέτοιων ιστοσελίδων ή δικτύων. Με το παρόν συμφωνείτε ότι δεν θα χρησιμοποιήσετε το Προϊόν ή κάποιο μέρος του παραβαίνοντας τους όποιους σχετικούς νόμους ή κανονισμούς. Περαιτέρω, συμφωνείτε ότι θα κρατήσετε κρυφούς και σε ασφαλές μέρος τους όποιους κωδικούς πρόσβασης (passwords) ή άλλες συσκευές πρόσβασης που ενδέχεται να σας παρασχεθούν, προκειμένου έτσι να αποτραπεί η μη-εξουσιοδοτημένη χρήση του Προϊόντος.

3. Λήξη

Η άδεια αυτή θα είναι σε ισχύ μέχρι να τερματιστεί. Μπορείτε να την τερματίσετε οποιαδήποτε στιγμή διαγράφοντας το Λογισμικό και τα όποια εφεδρικά αντίγραφα από όλες σας τις συσκευές και επιστρέφοντας το Προϊόν σε εμάς στη διεύθυνση Οδός Τηλεπικοινωνιών, Τ.Θ.24929, CY-1396, Λευκωσία. Το Συμφωνητικό αυτό θα διακοπεί αυτόματα αν δεν συμμορφωθείτε με αυτούς τους όρους και τις συνθήκες ή με τους όρους και τις συνθήκες όποιου άλλου συμβολαίου βάσει του οποίου εμείς ή οι διανομείς μας διέθεσαν το Προϊόν σε σας. Με τη λήξη αυτού του Συμφωνητικού θα πάψετε να χρησιμοποιείτε το Προϊόν και θα διαγράψετε το Λογισμικό συμπεριλαμβανομένων των όποιων εφεδρικών αντιγράφων από όλες σας τις συσκευές και θα επιστρέψετε το Προϊόν σε μας στη διεύθυνση Οδός Τηλεπικοινωνιών Τ.Θ.24929, CY-1396, Λευκωσία.

4. Δικαιώματα Πνευματικής Ιδιοκτησίας

Εμείς και / ή οι εξουσιοδοτημένοι μας συνεργάτες, ανάλογα την περίπτωση, κατέχουμε όλα δικαιώματα πνευματικής ιδιοκτησίας (copyright), τα δικαιώματα σχεδιασμού, το λογότυπο, το "Look and Feel", τα εμπορικά σήματα και άλλα δικαιώματα πνευματικής ιδιοκτησίας που αφορούν το Προϊόν. Το γεγονός ότι σας έχουμε παράσχει το Προϊόν δεν σημαίνει ότι σας έχουμε μεταβιβάσει οποιαδήποτε από τα δικαιώματά μας που

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αφορούν το Προϊόν ή τα δικαιώματα των εξουσιοδοτημένων μας συνεργατών. Απλά σας έχουμε επιτρέψει να το χρησιμοποιήσετε αποκλειστικά βάσει των όρων και των συνθηκών αυτής της άδειας.

5. Υπηρεσίες Πελατών

Σε περίπτωση που χρειαστείτε οποιαδήποτε βοήθεια με το Προϊόν παρακαλούμε τηλεφωνείτε στο κέντρο μας εξυπηρέτησης πελατών στο 132 αν χρησιμοποιείτε το δίκτυο Cytamobile-Vodafone, ή στο +35722880100 αν καλείτε από διαφορετικό δίκτυο, ή αποτανθείτε στην Cytamobile-Vodafone.

6. Μοναδικό Αναγνωριστικό Ταυτότητας (UID)

Όταν θα εγκαταστήσετε αυτό το Λογισμικό, θα δημιουργηθεί κατά τυχαίο τρόπο ένα ανώνυμο μοναδικό αναγνωριστικό ταυτότητας. Το UID δεν επιτρέπει την αναγνώριση των όποιων ατομικών χρηστών μέσω ονόματος. Δεν μπορεί να χρησιμοποιηθεί για την παρακολούθηση των ιστοσελίδων τις οποίες κάποιος έχει επισκεφθεί ή τις ηλεκτρονικές διευθύνσεις με τις οποίες έχουν επικοινωνήσει οι χρήστες. Χρησιμοποιώντας αυτό το UID, όταν θα συνδέεστε σε ένα δίκτυο Vodafone θα προωθούνται στην Vodafone οι παρακάτω τύποι μη-προσωπικών πληροφοριών:

- α) Έκδοση και διαμόρφωση του Λογισμικού
- β) Μέθοδοι συνδεσιμότητας, όπως υπέρυθρη και Bluetooth, και χρησιμοποιούμενες συσκευές
- γ) Λεπτομέρειες σχετικά με τον πλοηγό Internet (Web browser) και την έκδοση του λογισμικού του ηλεκτρονικού ταχυδρομείου (email)
- δ) Ταυτότητα προϊόντος του κατασκευαστή του υπολογιστή
- ε) Πληροφορίες συνεδρίας
- στ) Όταν κάνετε χρήση της περιαγωγής (roaming), ο κωδικός της χώρας και το δίκτυο κινητής τηλεφωνίας με το οποίο έχετε συνδεθεί.

Αυτές οι πληροφορίες θα αποθηκευτούν σε έναν ασφαλή κεντρικό υπολογιστή για τους ακόλουθους σκοπούς:

- i) Από καιρό σε καιρό η ΑΤΗΚ μπορεί να χρειαστεί να αναβαθμίσει ρυθμίσεις σχετικά με τις υπηρεσίες - αυτό μπορεί να συμβεί χωρίς ειδοποίηση.
- ii) Κάθε φορά που θα συνδέεστε θα ενημερώνεστε σχετικά με διάφορες αναβαθμίσεις και τροποποιήσεις του λογισμικού, εβδομαδιαίως ή μηνιαίως, ανάλογα την προτίμησή σας. Θα σας δοθεί η δυνατότητα να επιλέξετε αν θέλετε ή όχι να τις αποδεχτείτε. Μπορείτε αν το επιθυμείτε να κατεβάσετε μεγαλύτερους φακέλους / τροποποιήσεις όταν είστε συνδεδεμένοι μέσω μιας ταχύτερης σύνδεσης Ίντερνετ όπως το εταιρικό σας δίκτυο LAN (Local Area Network – Τοπικό Δίκτυο).
- iii) Προκειμένου να βελτιώσει την Υπηρεσία Mobile Broadband, η ΑΤΗΚ συλλέγει και συνθέτει ανώνυμες πληροφορίες της χρήσης (όγκου) δεδομένων. Η ΑΤΗΚ δεν θα χρησιμοποιήσει σε καμία περίπτωση τα όποια συνολικά δεδομένα για την αποστολή διαφημιστικών πληροφοριών σε εσάς ούτε και θα αποκαλύψει τέτοιες πληροφορίες σε οποιονδήποτε τρίτο. Αν δεν επιθυμείτε να χρησιμοποιείται από την ΑΤΗΚ το UID τότε είναι δυνατό εσείς ή ο Διευθυντής του τμήματος Πληροφορικής της εταιρείας σας (IT) να απενεργοποιήσει αυτή τη λειτουργία. Ωστόσο, θα πρέπει να σημειωθεί ότι αν αυτή η λειτουργία απενεργοποιηθεί η ΑΤΗΚ ενδέχεται να μην μπορεί να υποστηρίξει ολοκληρωμένα τις Υπηρεσίες, καθώς δεν θα γνωρίζουμε ποιες αναβαθμίσεις ή τροποποιήσεις λογισμικού μπορεί να χρειάζεστε. Παρακαλούμε διαβάστε τις λεπτομέρειες σχετικά με το πώς μπορεί να απενεργοποιηθεί η λειτουργία του στην ιστοσελίδα υποστήριξης της ΑΤΗΚ στο www.cytamobile-vodafone.com.

Παρακαλούμε σημειώστε ότι η αποστολή και λήψη των παραπάνω πληροφοριών θα απαιτήσει την αποστολή μικρών ποσοτήτων δεδομένων μέσω της σύνδεσής σας. Για αυτή τη λειτουργία θα χρεωθείτε βάσει της συμφωνηθείσας μοναδιαίας τιμής και οι συνήθεις χρεώσεις παρέχονται στην ιστοσελίδα υποστήριξης www.cytamobile-vodafone.com. Παρακαλούμε επισκεφτείτε την ιστοσελίδα υποστήριξης για τις τυπικές χρεώσεις.

7. Παραγραφή των εγγυήσεων

Σε όλο το εύρος που επιτρέπεται από την ισχύουσα νομοθεσία, το Προϊόν δίνεται σε σας από τους εξουσιοδοτημένους μας συνεργάτες "ως έχει" χωρίς την οποιαδήποτε εγγύηση, συνθήκες, περιγραφές ή άλλους όρους σχετικά με το Προϊόν. Ούτε εμείς ούτε οι εξουσιοδοτημένοι μας συνεργάτες εγγυώνται ότι το Προϊόν θα καλύψει τις απαιτήσεις σας ή ότι η λειτουργία του Προϊόντος θα είναι αδιάκοπη ή άνευ ελαττωμάτων. Στο εύρος που επιτρέπεται από τον νόμο, εμείς και οι εξουσιοδοτημένοι μας συνεργάτες αποποιούμαστε και αποκλείουμε όλες τις εγγυήσεις, περιγραφές, συνθήκες και άλλους όρους οποιουδήποτε είδους, ρητούς ή έμμεσους είτε αν προκύπτουν από τη νομοθεσία ή αλλιώς. Αυτή η ρήτρα δεν επηρεάζει τα θεσπισμένα δικαιώματά σας.

8. Περιορισμός Ευθύνης

Ευθυνόμαστε μόνο για την περίπτωση που η αμέλειά μας προκαλέσει θάνατο ή προσωπικό τραυματισμό. Σε όλες τις άλλες περιπτώσεις εμείς ή οι εξουσιοδοτημένοι μας συνεργάτες δεν θα ευθυνόμαστε σε σας για την

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όποια αποζημίωση, επιστροφή χρημάτων ή για ζημιές λόγω της απώλειας των παρόντων ή μελλοντικών κερδών - την απώλεια εσόδων, κύκλου εργασιών - την απώλεια φήμης και πελατείας - την απώλεια συμβολαίων ή πελατών - την απώλεια προσδοκώμενης αποταμίευσης - την απώλεια ή τις ζημιές σε δεδομένα ή προγράμματα ή για οποιονδήποτε άλλο λόγο ή για έμμεσες, ειδικές, τυχαίες ή συνακόλουθες ζημιές είτε αυτές προκύπτουν από σφάλμα (συμπεριλαμβανομένης της αμέλειας) ή από το συμβόλαιο και ακόμη και αν εμείς ή οι εξουσιοδοτημένοι μας συνεργάτες έχουμε ενημερωθεί για την πιθανότητα τέτοιων απωλειών ή ζημιών.

9. Νομοθεσία και Δικαιοδοσία

Αυτοί οι όροι και οι συνθήκες θα διέπονται από το Κυπριακό δίκαιο και τα μέρη που αναφέρονται στο παρόν υπόκεινται αμετάκλητα στην αποκλειστική δικαιοδοσία των δικαστηρίων της Κύπρου.

Czech Republic - Vodafone Czech Republic

Licenční smlouva s koncovým uživatelem

PROČTĚTE, PROSÍM, PEČLIVĚ NÁSLEDUJÍCÍ PODMÍNKY DŘÍVE, NEŽ OTEVŘETE TENTO BALÍČEK NEBO NEŽ KLIKNETE NA TLAČÍTKO „AKCEPTOVAT“. OTEVŘENÍM TOHOTO BALÍČKU NEBO POTVRZENÍM POMOCÍ TLAČÍTKA „AKCEPTOVAT“ POTVRZUJETE, ŽE SOUHLASÍTE S TĚMITO PODMÍNKAMI A JSTE TĚMITO PODMÍNKAMI VÁZÁNÍ.

1. Definice

Termíny používané v těchto podmínkách mají následující význam: „Vy“ označuje osobu užívající Produkt; „Produkt“ označuje Software, který si sami stahujete z internetových stránek Vodafoneu nebo je Vám dodán na kompaktním disku, prostřednictvím internetových stránek nebo přímo se zařízením nebo na jiném médiu buď samostatně nebo společně se zařízením; „Služby“ označují přenos dat a jiné služby nabízené společností Vodafone na základě smlouvy o poskytování služeb elektronických komunikací nebo jinak; „Software“ označuje software Vodafoneu, který je Vám dodán na kompaktním disku, prostřednictvím internetových stránek nebo přímo se zařízením společně s kartou pro mobilní připojení nebo speciálně stažený z internetových stránek Vodafoneu; „my“ ve všech pádech označuje Vodafone Czech Republic a.s.

2. Licence pro použití

Poskytujeme Vám nevýhradní licenci k užívání Produktu v souvislosti se Službami. Nejsme odpovědni, neručíme ani neudělujeme licenci k užívání Software v síti nebo se SIM kartou, které nejsou sítí nebo SIM kartou Vodafoneu. Nejste oprávněn kopírovat, modifikovat, provádět zpětné dešifrování nebo převádění počítačového programu Produktu a/nebo Software obsaženého v Produktu nebo na něm, a to ani jakoukoliv jeho část (s výjimkou případů výslovně stanovených zákonem). Software nebo Produkt ani jakoukoliv jejich část nesmíte převést, postoupit, udělit k nim sublicenci nebo je jinak distribuovat či umožnit třetím osobám tyto používat.

Můžete zhotovit pouze jednu kopii Softwaru výhradně pro účely zálohování. Jste výhradně zodpovědný za přijetí příslušných opatření k zálohování dat a ochrany proti jejich ztrátě.

Produkt společně se SIM kartou Vodafoneu smíte užívat pro propojení na internetové stránky, zdroje a/nebo sítě po celém světě. Neneseme odpovědnost za obsah, služby a jakékoliv škody, které Vám mohou vzniknout v souvislosti s užíváním takových internetových stránek a sítí. Tímto vyjadřujete svůj souhlas s tím, že nebudete užívat Produkt nebo jakoukoliv jeho část v rozporu s právními předpisy. Dále vyjadřujete souhlas s tím, že budete uchovávat hesla a jiné přístupové nástroje, které Vám budou v souvislosti s užíváním Produktu poskytnuty, v tajnosti a na bezpečném místě, aby byly chráněny před zneužitím a Produkt nemohl být neoprávněně užíván.

3. Ukončení

Tato licence je platná do doby, dokud nebude ukončena. Můžete ji kdykoliv ukončit, když vymažete Software včetně veškerých zálohových kopií ze všech svých zařízení a vrátíte nám Produkt v některé z Vodafoneu prodejen, jejichž seznam najdete na www.vodafone.cz. Tato smlouva bude automaticky ukončena, pokud nedodržíte tyto podmínky nebo podmínky jakékoliv jiné smlouvy, na základě které vám Produkt poskytujeme my nebo náš distributor. Po ukončení této smlouvy přestanete Produkt používat a vymažete Software včetně veškerých zálohových kopií ze všech svých zařízení a vrátíte nám Produkt v některé z Vodafoneu prodejen, jejichž seznam najdete na www.vodafone.cz.

4. Práva duševního vlastnictví

Veškerá autorská práva a jiná práva duševního vlastnictví spojená s tímto Produktem vlastníme my a/nebo naši poskytovatelé licence. Skutečnost, že jsme Vám Produkt dodali, neznamená, že jsme na Vás přenesli kterákoliv z těchto práv; pouze jsme Vám poskytli právo Produkt užívat, a to přesně v souladu s podmínkami této licence.

5. Zákaznický servis

Budete-li potřebovat jakoukoliv pomoc v souvislosti s Produktem, kontaktujte prosím náš zákaznický servis na čísle [*077], používáte-li síť Vodafone, nebo [800 770 077], voláte-li z jiné sítě, nebo nám napište do Vodafoneu či se podívejte na internetové stránky [www.vodafone.cz].

6. Specifický identifikátor

Po instalaci tohoto Software se namátkově vytvoří anonymní specifický identifikátor (UID). Tento specifický identifikátor nedovoluje Vodafoneu identifikovat jakékoliv uživatele podle jejich jména. Není možné ho použít pro

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monitorování toho, které internetové stránky byly navštíveny nebo jaké e-mailové adresy uživatel kontaktoval. Použitím tohoto identifikátoru, poté, co se připojíte k síti Vodafone, mohou být společnosti Vodafone sdělovány následující neosobní informace:

- a) verze a konfigurace Softwaru,
- b) metody spojení, např. infračervené a bluetooth, a použité nástroje,
- c) detaily týkající se internetového prohlížeče a verze emailového Softwaru,
- d) identifikace výrobce laptopu a procesoru,
- e) informace o práci s počítačem včetně trvání a kvality nebo úspěchu spojení v místě, kde je iniciováno spojení,
- f) pokud je zapojen roaming, kód země a mobilní síť, k níž jste připojen,
- g) typ užití, například internetového prohlížení, přenosu souborů, přístupu k intranetu,
- h) IMEI.

Tyto informace budou uloženy na bezpečném serveru pro následující účely:

- (i) Vodafone občas potřebuje aktualizovat příslušná nastavení, což může být provedeno bez ohlášení.
- (ii) Můžete být informováni o provádění různých aktualizací Software a jednotlivých polí vždy, když se přihlásíte, a to týdně nebo měsíčně podle toho, čemu dáváte přednost. Budete si moci zvolit, zda tuto možnost akceptovat či nikoliv. Je možné, že se rozhodnete stáhnout si větší soubory/části, když budete připojeni pomocí rychlého internetového spojení jako například Vašeho firemního LAN.
- (iii) Shromažďování anonymních souhrnných informací o užívání Produktu za účelem zlepšení mobilních operátorských služeb. V žádném případě Vodafone neposkytne tyto informace třetí osobě.

Nechcete-li používat UID, můžete vy nebo váš IT manažer funkci zrušit. Musíme však zdůraznit, že je možné, že Vodafone nebude schopný plně poskytovat Služby, bude-li tato funkce zrušena, a to vzhledem k tomu, že nebudeme schopni identifikovat, jakou aktualizaci nebo Softwarové propojení potřebujete. Detaily ohledně zrušení funkce UID naleznete na portále podpory Vodafone na adrese

www.vodafone.cz/consumer/services/data.

Vezměte prosím na vědomí, že zasílání a získávání výše uvedených informací bude vyžadovat zasílání malého množství dat přes Vaše připojení. Náklady spojené s takovým zasíláním dat Vám budou účtovány v dohodnuté výši. Pro zjištění typických nákladů navštivte prosím internetové stránky

www.vodafone.cz/consumer/services/data/prices.

7. Vyloučení záruky

V plném rozsahu povoleném příslušnými právními předpisy je Vám Produkt dodán "tak jak je" bez jakékoliv záruky a prohlášení od našich poskytovatelů licence. Ani my ani naši poskytovatelé licence nezaručujeme, že Produkt bude splňovat Vaše požadavky nebo že fungování Produktu bude nepřerušované a bezporuchové. V rozsahu povoleném právními předpisy my a naši poskytovatelé licence odmítáme a vylučujeme záruky a prohlášení jakéhokoliv druhu, ať výslovné či konkludentní a ať vyplývají z jakéhokoliv nařízení, zvykového práva nebo podobně. Tímto ustanovením nejsou dotčena vaše zákonná práva.

8. Omezení odpovědnosti

Poneseme vůči Vám odpovědnost pouze pokud dojde k úmrtí nebo zranění z důvodu naší nedbalosti. Ve všech ostatních případech však ani my ani naši poskytovatelé licence Vám nebudeme odpovědni za žádné kompenzace, náhradu nákladů nebo odškodnění z důvodu ušlého zisku, ať současného nebo případného, ztrát tržeb, obratu prodeje; ztráty "goodwillu"; ztráty nebo poškození dobré pověsti; ztráty smluv nebo zákazníků; ztráty očekávaných úspor; ztráty nebo poškození dat nebo programů či jiných nepřímých, zvláštních, náhodných nebo následných škod, ať vznikají z důvodu porušení povinnosti (včetně nedbalosti) nebo smlouvy a to i tehdy, když jsme my nebo naši poskytovatelé licence byli informováni o možnosti takových ztrát nebo škod.

9. Zákon a soudní pravomoc

Tyto podmínky se řídí právním řádem Anglie a strany se tímto neodvolatelně podrobují výhradní soudní pravomoci anglických soudů.

Denmark - TDC Denmark

Licensaftale for slutbruger

DU BEDES GENNEMLÆSE FØLGENDE VILKÅR, INDEN DU ÅBNER DENNE PAKKE, ELLER KLIKKER PÅ KNAPPEN "ACCEPTÉR". VED AT ÅBNE PAKKEN ELLER KLIKKER PÅ KNAPPEN "ACCEPTÉR" ACCEPTERER DU DE HERI ANGIVNE VILKÅR OG BETINGELSER OG ER INDFORSTÅET MED AT VÆRE BUNDET AF DISSE.

1. Definitioner

I disse vilkår og betingelser har følgende ord følgende betydning: "du" betyder den person, som anvender Produktet; "Produkt" betyder den Software, som du har downloadet fra et Vodafone/TDC-websted, eller som du har modtaget på en cd eller et andet medie, enten særskilt eller sammen med Vodafone Mobile Connect/ Broadband Card; "Tjenester" betyder datatransmission eller andre tjenester, som TDC tilbyder i henhold til en GPRS-forbindelsesaftale eller andet; "Software" betyder den Vodafone Mobile Broadband -software, som du har modtaget på cd'en sammen med Mobile Connect/ Broadband Card, eller som du har hentet særskilt på et Vodafone/TDC-websted; "vi" og "os" betyder TDC A/S.

2. Brugertilicens

Vi tildeler dig hermed en ikke-eksklusiv licens til at anvende Produktet i forbindelse med Tjenesterne. Vi påtager os intet ansvar for brugen af og tildeler ingen licens til at anvende Softwaren sammen med andre netværk eller SIM-kort end Vodafone/TDC-netværk eller -SIM-kort. Du må ikke kopiere, ændre, udføre reverse engineering eller dekompile Produktet og/eller den i eller på Produktet indeholdte software eller nogen del heraf (undtagen i det omfang, der udtrykkeligt er tilladt ifølge den gældende lovgivning). Du må ikke overføre, tildele, udstede underlicens til eller på anden vis distribuere eller sætte tredjemand i stand til at benytte Softwaren eller Produktet eller en hvilken som helst del heraf. Du må kun anvende Produktet på én computer. Du må kun oprette én sikkerhedskopi af Produktet. Du er alene ansvarlig for at tage de fornødne forholdsregler for at sikkerhedskopiere data eller på anden vis sikre, at data ikke går tabt. Produktet kan sammen med Vodafone/TDC-SIM-kortet anvendes af dig til at etablere forbindelse til websteder, ressourcer og/eller netværk over hele verden. Vi påtager os intet ansvar for indhold, tjenester på disse websteder eller netværk eller for tab eller skade, som du måtte lide ved at anvende sådanne websteder og netværk. Du accepterer endvidere, at du ikke vil benytte Produktet eller nogen del heraf på en måde, som er i strid med de til enhver tid gældende love eller bestemmelser. Du accepterer endvidere, at du vil hemmeligholde og sikre forsvarlig opbevaring af adgangskoder eller andet adgangsudstyr, som du har modtaget, med henblik på at forhindre uautoriseret brug af Produktet.

3. Ophør

Denne licens er gældende, indtil den bringes til ophør. Du kan bringe licensen til ophør når som helst ved at slette Softwaren og en eventuel sikkerhedskopi fra alt dit udstyr og returnere Produktet til TDC A/S, Lautruphøj 2-6, 2750 Ballerup. Denne Aftale ophører automatisk, hvis du misligholder ovenstående vilkår og betingelser eller vilkårene og betingelserne i en hvilken som helst anden aftale, i henhold til hvilken Vodafone Limited eller vores tredjepartsdistributører har gjort Produktet tilgængeligt for dig. Efter denne Aftales ophør påhviler det dig at indstille din brug af Produktet og slette Softwaren og en eventuel sikkerhedskopi fra alt dit udstyr og returnere Produktet til TDC A/S, Lautruphøj 2-6, 2750 Ballerup.

4. Immaterielle rettigheder

Vi og/eller vores licensgivere, alt efter hvad der måtte være tilfældet, ejer alle ophavsrettigheder, udførelsesrettigheder, "Look and Feel", varemærker og andre immaterielle rettigheder i og til Produktet. Det faktum, at vi har leveret Produktet til dig, betyder ikke, at vi har overført vores, eller vores licensgivers rettigheder til Produktet til dig, men blot at vi har givet dig tilladelse til at benytte det udelukkende på de i denne licens angivne vilkår og betingelser.

5. Kundeservice

Hvis du har brug for hjælp med Produktet, kan du ringe til vores kundeservicecenter på +45 80808022, eller du kan skrive til TDC A/S, Lautruphøj 2-6, 2750 Ballerup.

Vodafone Mobile Broadband End User Licences

6. Unik identifikator

Når du installerer denne Software, oprettes der en vilkårlig unik identifikator (UID). Denne UID gør det umuligt for Vodafone/TDC at identificere navnet på en enkeltbruger. Den kan ikke anvendes til at overvåge, hvilke websteder brugeren har besøgt eller e-mail-adresser, som brugeren har kontaktet. Ved at anvende denne UID videregives følgende ikke-personlige oplysninger til Vodafone/TDC, når du etablerer forbindelse til Vodafone/TDC-netværket:

- a) Softwareversion og -konfiguration
- b) Tilslutningsmetoder, såsom infrarød tilslutning og Bluetooth, og anvendt udstyr
- c) Oplysninger om webbrowser og e-mail-softwareversion
- d) Produkt-id for producent af den bærbare computer
- e) Sessionoplysninger
- f) Ved roaming, den landekode og det mobilnetværk, du er forbundet med.

Disse oplysninger lagres på en sikker server med henblik på følgende:

- (i) Fra tid til anden er det nødvendigt for Vodafone/TDC at opdatere tjenesterrelaterede indstillinger – dette kan gøres, uden at der udsendes en forudgående meddelelse herom.
- (ii) Du bliver underrettet om forskellige softwareopdateringer og patches, hver gang du etablerer forbindelse, ugentligt eller månedligt, afhængig af hvad du foretrækker. Du bliver spurgt, om du vil acceptere disse. Du kan vælge at downloade store filer/patches, når du er forbundet via en hurtig internetforbindelse såsom dit firmas LAN-netværk.
- (iii) Kompilering af anonyme fuldstændige oplysninger om brug med henblik på forbedring af Mobile Connect/Broadband Service-tjenesten. Vodafone/TDC vil under ingen omstændigheder anvende samlede data, som er kompileret på denne måde, til at sende markedsføringsoplysninger til dig eller videregive sådanne oplysninger til tredjemand. Hvis du ikke ønsker, at UID skal anvendes, kan du eller den it-ansvarlige deaktivere denne funktion. Det skal dog bemærkes, at Vodafone/TDC ikke med sikkerhed vil kunne understøtte Tjenesterne, hvis denne funktion deaktiveres, da Vodafone/TDC i så fald ikke vil være bekendt med, hvilke opdateringer eller software-patches du har brug for. På Vodafones supportportal på www.business.vodafone.com finder du oplysninger om, hvordan du deaktiverer UID-funktionen.

Bemærk, at afsendelse og modtagelse af ovennævnte oplysninger vil gøre det nødvendigt at sende små datamængder via din forbindelse. Du bliver opkrævet for dette til den aftalte takst. De normale takster finder du på supportportalen på www.tdc.dk.

7. Garantifraskrivelse

I det omfang, at det er i overensstemmelse med gældende lovgivning, leveres Produktet til dig "som det er og forefindes" uden garanti, betingelser, erklæringer eller andre vilkår, hvad angår produktet fra vores licensgivere. Hverken vi eller vores licensgivere garanterer, at Produktet opfylder dine krav, eller at Produktet vil fungere uden forstyrrelser eller fejl. I det omfang, at det er i overensstemmelse med gældende lovgivning, fraskriver vi og vores licensgivere sig alle garantier, erklæringer, betingelser eller andre vilkår af enhver art, udtrykkelige eller stiltiende, uanset om disse udspringer af gældende lov eller opstår på anden måde. Denne bestemmelse påvirker ikke dine lovbestemte rettigheder.

8. Ansvarsbegrænsning

Vi hæfter over for dig, såfremt vores forsømmelighed medfører død eller personskade. I alle øvrige forhold hæfter hverken vi eller vores licensgivere over for brugeren for compensation, godtgørelser eller erstatningsansvar som følge af mistet nuværende eller fremtidig indtjening, mistede indtægter, mistet omsætning, goodwill, tab eller skade på omdømme, mistede kontrakter eller kunder, tab af forventede besparelser, tab af eller beskadigelse af data eller programmer eller andre tænkelige årsager, erstatningsansvar for indirekte eller afledte tab, uanset om et sådant erstatningskrav er baseret på erstatningsret (herunder forsømmelighed) eller kontrakt, eller selv om vi eller vores licensgivere er blevet informeret om muligheden for sådanne tab eller erstatningsansvar.

9. Lovvalg og værneting

Disse vilkår og betingelser finder anvendelse i henhold til dansk ret, og parterne accepterer hermed, at eventuelle tvister udelukkende afgøres ved danske domstole.

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Dubai - du EITC

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a du website or supplied to you on a Compact Disc, website or directly from device or any other media either by itself or together with the device; "Services" means data transmission and other services offered by du under an airtime contract or otherwise; "Software" means the Vodafone software which is supplied to you on the Compact Disc, website or directly from device together with the Mobile Connect/ Broadband Card or downloaded by you separately from a Vodafone website." du" "we" "us" means Emirates Integrated Telecommunications Company PJSC.

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Vodafone network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at du, Dubai Media City, Al Salam Tower, PO Box 502666, Dubai, UAE. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at du, Dubai Media City, Al Salam Tower, PO Box 502666, Dubai, UAE.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our customer service centre on 155 if you are using the du network, or +971 55 5678 155 if you are calling from a different network, or write to us at customer.care@du.ae. Additional information may be found at www.du.ae

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow Vodafone to identify any individual users by name. It cannot be used to monitor which web sites have

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been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information may be forwarded to Vodafone when you connect to the Vodafone network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop and processor manufacturer product ID
- e) Session information including duration and quality/success of connection at location where connection is initiated;
- f) When roaming, the country code and the mobile network to which you are connected;
- g) Type of usage, for example internet browsing, file transfer, intranet access.
- h) IMEI (coded device identity)

This information will be stored on a secure server for the following purposes:

- (i) From time to time Vodafone may need to update service related settings and this may be done without notification.
- (ii) You may be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these updates. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
- (iii) Compiling anonymous aggregate information about usage to improve the Mobile Broadband Service. In no event will Vodafone disclose such information to any third party.

If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodafone may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please find details on how to disable the UID function on the Vodafone support portal at www.du.ae.

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate and typical charges are provided at the support portal www.du.ae.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the Federal laws of the United Arab Emirates and the laws of the Emirate of Dubai and the parties hereby irrevocably submit to the exclusive jurisdiction of the Dubai courts.

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Egypt - Vodafone Egypt

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY. By clicking the "Accept" button, you agree that you have read and understood, and agree to be bound by, the terms of this EULA. If you have not read and understood, or do not agree to be bound by, the terms of this EULA, do not click the "Accept" button. If you do not click the "Accept" button, you are not licensed to use the software, and should remove it from your computer.

1. Definitions

In this EULA, the following words shall have the following meanings:

- 1.1 "Software" means the Vodafone software downloaded by you from a website / Internet location, supplied on a CD, USB device, memory card or other medium, or stored in the memory of a hardware device;
 - 1.2 Vodafone-Egypt, "we" "us" means Vodafone Egypt Telecommunication S.A.E; and
 - 1.3 "you" means the person installing or using the Software.
- (Together "the Parties" and individually "a Party").

2. Licence to Use

- 2.1 In consideration of your acceptance of this EULA, we grant you a royalty-free and non-exclusive licence to use the Software, subject to the terms of this EULA.
- 2.2 You are only licensed to use the Software if you have an active airtime contract with Vodafone-Egypt, and we do not accept any liability, or grant any licence to use the Software, without an active airtime contract with Vodafone-Egypt.
- 2.3 You may not copy, modify, reverse engineer or decompile the Software or any part of the Software (save to the extent expressly permitted by the law of your jurisdiction). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or any part of it.
- 2.4 You may make one backup copy of the Software for back up purposes.
- 2.5 You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data. We do not accept any responsibility or liability for any data loss (or any loss consequent to, or otherwise related to, such data loss) you might suffer through use of the Software.
- 2.6 The Software may be used by you to link to websites, resources and /or networks worldwide. We do not accept any responsibility or liability for the content, services (including availability thereof) or any loss or damage you may suffer by using such websites and networks.
- 2.7 You agree that you will not use the Software or any part of it in breach of any relevant laws or regulations.
- 2.8 You agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Software. We do not accept any responsibility or liability for any unauthorised use of the Software, howsoever caused.

3. Termination

- 3.1 This EULA is effective from when you click the "Accept" button until it is terminated.
- 3.2 Either Party may terminate this EULA at any time. You may terminate this EULA by deleting the Software (including any back up copies) from all the computers on which you have installed the Software. Vodafone-Egypt may terminate this EULA by providing notice of such termination to you via the update notification mechanism.
- 3.3 This EULA shall automatically terminate if you fail to comply with its terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Software available to you.
- 3.4 Upon termination of this EULA, you will cease to use the Software and will delete the Software (including any back-up copies) from all the computers on which you have installed the Software.

4. Intellectual Property Rights

We and/or our licensors (as the case may be) own all the copyright, design rights, "Look and Feel", trade marks, patents and other intellectual property rights in and to the Software. The fact that we have supplied you with the Software does not mean that we have transferred any of our or our licensors', rights in the Software to you; we have simply permitted you to use the Software strictly in accordance with the terms of this EULA.

5. Customer Services

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If you need any help with the Software, please call our customer service centre on 888 if you are using the Vodafone Egypt network, or (+202) 25292888 if you are calling from a different network, or consult the information at www.vodafone.com.eg, or write to us at Plot C2, Smart Village, KM 28-32 Cairo Alex Desert Road, Giza, Egypt.

6. Unique Identifier

6.1 When you install this Software, anonymous unique identifiers (UID) are created on your PC. The UID does not allow Vodafone-Egypt to identify any individual users by name. Using this UID, the following types of non-personal information may be forwarded to Vodafone-Egypt when you use the Software:

6.1.1 Anonymous identifiers (including anonymous user and phone identifiers which are created when the PC client is first used, and when a phone is first used with a particular instance of the PC client)

6.1.2 Location information (including your area code and country)

6.1.3 Information about your PC (including operating system, default language, default Internet browser and the name of your modem, manufacturer product ID)

6.1.4 Your connection method (whether you are connecting via infrared, Bluetooth or USB)

6.1.5 The date on which the phone / PC connection was first registered

6.1.6 Your connection details (including initialisation time, direction, number of bytes sent and received, speed, duration and quality/success of connection at location where connection is initiated; name of your network operator, when roaming mobile network and country code)

6.1.7 Information about your phone (including IMEI (device identity, manufacturer, model and software version)

6.1.8 Type of usage, for example internet browsing, file transfer, intranet access.

6.2 The information listed in clause 6.1 will be stored on a secure server for the following purposes:

6.2.1 From time to time Vodafone-Egypt may need to update service related settings. This may be done without notification;

6.2.2 You may be notified when updates and patches are available. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster Internet connection such as your corporate LAN; and

6.2.3 Compiling anonymous aggregate information about usage to improve the Software. Vodafone-Egypt will not disclose such information to any third party unless such disclosure is required by law or other binding decision.

6.3 If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. You may disable this function through the "Settings" menu – more details are provided on the web site from which you downloaded the application or on www.vodafone.com.eg

6.4 Please note that transmitting the above information will necessitate sending and receiving small amounts of data over your phone's data connection. You will be charged for this at your normal data tariff.

7. Exclusion of warranties

To the fullest extent permitted by the applicable law, the Software is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Software. Neither we nor our licensors warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free. To the fullest extent permitted by the applicable law, we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes you death or personal injury. To the fullest extent permitted by the applicable law, in all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence), strict liability, contract or otherwise and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Entire agreement

This EULA constitutes the entire agreement and understanding between the Parties with respect to its subject matter and replaces all previous agreements or understandings, written or otherwise between the Parties with respect to such subject matter.

10. Waiver

The failure to exercise or delay in exercising a right or remedy provided by this EULA or by law does not impair

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or constitute a waiver of the right or remedy or impairment or a waiver of other rights or remedies.

11. Assignment

You may not assign, transfer, sub-license and/or novate this EULA or any of your rights or obligations hereunder. Vodafone-Egypt may assign, transfer, sub-license and/or novate this EULA and any rights and obligations hereunder, and you hereby give your consent to such assignment, transfer, sub-licence and/or novation.

12. Law and Jurisdiction

These terms and conditions shall be governed by the laws of The Arab Republic of Egypt and the parties hereby irrevocably submit to the exclusive jurisdiction of the Competent Egyptian courts.

Estonia - Elisa Estonia

Lõppkasutaja litsentsilepingu tingimused

ENNE KÄESOLEVA PAKETI AVAMIST VÕI NUPULE "NÕUSTUN" VAJUTAMIST TUTVUGE HOOLIKALT ALLJÄRGNEVATE TINGIMUSTEGA. KÄESOLEVA PAKETI AVAMINE VÕI NUPULE "NÕUSTUN" VAJUTAMINE TÄHENDAB KÕNEALUSTE TINGIMUSTEGA NÕUSTUMIST.

1. Mõisted

Käesolevates tingimustes kasutatakse spetsiaalseid mõisteid, mis määratletakse järgmiselt: „lõppkasutaja” ehk „Teie” – isik, kes kasutab toodet; „toode” – Teie poolt Elisa veebisaidilt alla laaditud või Teile laserplaadil või muul andmekandjal eraldi või koos Vodafone Mobile Connect/ Broadband Cardiga üle antud tarkvara; „teenused” – andmeedastus- ja muud Elisa poolt GPRS- või muu mobiilsidelepingu raames pakutavad teenused; „tarkvara” – Vodafone Mobile Broadband tarkvara, mis on Teile üle antud laserplaadil koos Mobile Connect/ Broadband Cardiga või mille Te olete Elisa veebisaidilt alla laadinud; „Elisa” ehk „meie” – Elisa Mobiilsideteenused AS.

2. Kasutusluba

Elisa annab lõppkasutajale ainuõiguse loa kasutada toodet seoses teenustega. Elisa ei võta endale vastutust ega anna lube seoses tarkvara kasutamise ja väljaspool Elisa või Vodafone'i võrku või Elisa või Vodafone'i võrku mittekuuluva SIM-kaardiga. Lõppkasutaja ei tohi toodet ja tootele salvestatud tarkvara ega selle mis tahes osa kopeerida, muuta, pöördprojekteerida ega pöördkompileerida (välja arvatud seaduses lubatud ulatuses). Lõppkasutaja ei tohi toodet või selle mis tahes osa võõrandada, loovutada, väljastada all-litsentse või muul moel levitada kolmandatele osapooltele või anda neile muid õigusi neid kasutada. Lõppkasutajal on õigus kasutada toodet vaid ühes arvutis. Lõppkasutaja võib teha tarkvarast üksnes ühe varukoopia. Lõppkasutaja vastutab ainuiskuliselt asjakohaste meetmete rakendamise eest andmete varundamiseks ja toote kaitsmiseks andmekao eest. Lõppkasutaja saab kasutada toodet ja Elisa või Vodafone'i SIM-kaarti pöördumiseks veebisaitide, ressursside ja võrkude poole kogu maailmas. Elisa ei võta endale vastutust veebisaitide ja võrkude sisu, teenuste või nende kasutamisest tulenevate kahjude eest. Te kohustute vältima toote ja selle mis tahes osa kasutamist, kui see tegevus on vastuolus kehtivate õigusaktidega. Lisaks sellele kohustute tagama Teile antud paroolide konfidentsiaalsuse ja kaitse, et vältida toote loata kasutamist.

3. Loa ja lepingu kehtivus

Käesolev kasutusluba kehtib kuni selle tühistamiseni. Lõppkasutaja võib selle igal ajal tühistada – selleks peate kustutama tarkvara, sh kõik varukoopiad kõigilt oma seadmetelt, ja tagastama toote Elisale aadressil Elisa Mobiilsideteenused AS, Vilmsi 47, 10126 Tallinn. Käesolev leping lõpeb automaatselt, kui Te rikute käesolevaid tingimusi või muude selliste lepingute tingimusi, mille kohaselt on Elisa või kolmas osapool toote lõppkasutajale kättesaadavaks teinud. Käesoleva lepingu lõppemisel olete kohustatud toote kasutamise lõpetama ja kustutama oma seadmetest tarkvara, sh kõik varukoopiad, ning tagastama toote Elisale aadressil Elisa Mobiilsideteenused AS, Vilmsi 47, 10126 Tallinn.

4. Intellektuaalomandi õigused

Kõik tootega seotud autoriõigused, tööstusdisainilahenduse õigused, toote välimusega seotud õigused, kaubamärgiõigused ja muud intellektuaalomandi õigused kuuluvad Elisale või Elisa litsentsiandjatele. Asjaolu, et me oleme tarninud Teile toote, ei tähenda seda, et oleme Teile loovutanud Elisa või Elisa litsentsiandjatele kuuluvat tootega seotud õigused. Me lihtsalt oleme andnud Teile loa kasutada toodet üksnes käesolevas kasutusloas sätestatud tingimustel.

5. Klienditugi

Kui Te vajate seoses tootega abi, helistage Elisa klienditoe telefonil (+372) 6 600 600.

6. Ainulaadne identifikaator

Selle tarkvara installeerimisel luuakse juhuslikkuse põhimõttel ainulaadne identifikaator (UID), mis ei sisalda isikuandmeid. See ei võimalda Elisal kasutajaid nimeliselt identifitseerida. Seda ei saa kasutada ka selleks, et jälgida, mis veebisaitidele on kasutajad külastanud või mis e-posti aadressidega nad on ühendust võtnud. Kui Te ühendate ennast Elisa või Vodafone'i võrku, siis edastatakse ainulaadse identifikaatori abil Elisale või Vodafone'ile alljärgnev informatsioon:

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- a) tarkvara versioon ja konfiguratsioon;
- b) ühendusmeetod (nt infrapunaliides või Bluetooth) ja kasutatavad seadmed;
- c) veebibrauseri ja e-posti tarkvaraversioon;
- d) sülearvuti tootja toote identifitseerimisnumber;
- e) seanssi puudutav informatsioon;
- f) roamingu korral riigi kood ja mobiilsidevõrk, millega olete ühenduses.

See teave salvestatakse turvalisse serverisse alljärgnevatel põhjustel:

- (i) Aeg-ajalt tuleb Elisal uuendada serveritega seotud seadeid – seda võib teha ilma ette teatamata.
- (ii) Vastavalt Teie eelistustele teavitatakse Teid erinevatest tarkvarauuendustest ja turvapaikadest iga kord, kui Te ennast võrku ühendate, iga nädal või kuu. Teil on võimalus valida, kas aktsepteerite neid muudatusi või mitte. Te võite soovi korral laadida alla suuremaid faile siis, kui olete ühendatud kiirema Interneti-ühenduse, nt ettevõtte kohtvõrgu kaudu.
- (iii) Elisa kogub anonüümset kasutusinformatsiooni eesmärgiga parendada Mobile Connecti/ Broadband teenust. Elisa ei kasuta kogutud koondandmeid selleks, et saata lõppkasutajale turundusteavet, ega avalda seda informatsiooni kolmandatele isikutele. Kui Te ei soovi ainulaadset identifikaatorit kasutada, siis saate Te ise või oma IT-juhi abil selle funktsiooni keelata. Samas tuleb lisada, et selle funktsiooni keelamise korral ei ole Elisal võimalik täielikult teenuseid toetada, sest me ei saa teada, mis uuendusi või tarkvara turvapaikasisid Te võite vajada. Täpsemat teavet ainulaadse identifikaatori funktsiooni keelamise kohta saate Elisa klienditoe portaalist aadressil www.elisa.ee/mobileconnect.

Ülalnimetatud teabe saatmine ja vastuvõtmine toob kaasa vajaduse saata väikeseid andmekoguseid üle Teie ühenduse. Selle eest tuleb Teil tasuda liitumislepingus sätestatud tasu. Tüüptasud on toodud Elisa klienditoe portaalis aadressil www.elisa.ee/mobileconnect.

7. Garantii

Toode tarnitakse lõppkasutajale kõige laiemas seadusega lubatud tähenduses olemasoleval kujul, samuti ei anna Elisa või Elisa litsentsiandjad sellele mingit garantiid ega esita mingeid seda puudutavaid tagatisi. Elisa ega Elisa litsentsiandjad ei garanteeri, et toode vastab lõppkasutaja nõuetele või et toode töötab katkestuste ja vigadeta. Nii Elisa kui ka Elisa litsentsiandjad välistavad seadusega lubatud määral kõik otsesed ja kaudsed ning seadusest, tavaõigusest või muust tulenevad garantiid, kinnitused, tingimused ja muud lubadused. Käesolev säte ei piira lõppkasutaja seaduslikke õigusi.

8. Vastutus

Elisa vastutab juhul, kui Elisa hooletus põhjustab kellegi surma või tervisekahjustuse. Muudel juhtudel pole Elisa ega Elisa litsentsiandjad kohustatud maksma Teile hüvitist olemasolevast või võimalikust kasumist ilmajäämise, saamata jäänud tulu, tekkimata käibe, firmaväärtuse languse, maine languse või kahjustamise, lepingute või klientide kaotuse, oodatavate säästude kaotuse, andmete või programmide kaotuse või kahjustamise eest ega muudel põhjustel ega ka mitte lepinguväliste või lepinguliste otseste, juhuslike või tagajärjeliste kahjude eest (sh hooletusest põhjustatud kahjude eest) isegi juhul, kui Elisat või Elisa litsentsiandjaid on teavitatud sellise kahju võimalikkusest.

9. Kohaldatav õigus ja kohtumõistmiskoht

Käesolevate tingimuste suhtes kohaldatakse Eesti Vabariigi seadusi ja lepinguosalised kohustuvad vaidlusteta järgima Eesti Vabariigi kohtute otsuseid.

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Faroe Islands - Vodafone Faroe Islands

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1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a Vodafone website or supplied to you on a Compact Disc or any other media either by itself or together with the Vodafone Mobile Connect Card; "Services" means data transmission and other services offered by Vodafone under a GPRS airtime contract or otherwise; "Software" means the Vodafone Mobile Connect software which is supplied to you on the Compact Disc together with the Mobile Connect Card or downloaded by you separately from a Vodafone website: "we" "us" means Vodafone.

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Vodafone network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it. You may only use the Product with one computer. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the Vodafone SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Vodafone, Odinshaedd 2, P.O. Box 3299, FO110 Torshavn, Faroe Islands. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Vodafone, Odinshaedd 2, P.O. Box 3299, FO110 Torshavn, Faroe Islands

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our customer service centre on 20 20 20, or write to us at Vodafone.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow Vodafone to identify any individual users by name. It cannot be used to monitor which web sites have been

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visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information will be forwarded to Vodafone when you connect to the Vodafone network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop manufacturer product ID
- e) Session information
- f) When roaming, the country code and the mobile network to which you are connected.

This information will be stored on a secure server for the following purposes:

- (i) From time to time Vodafone may need to update service related settings – this may be done without notification.
 - (ii) You will be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
 - (iii) Compiling anonymous aggregate information about usage to improve the Mobile Connect Service. In no event will Vodafone use any aggregate data compiled in this way to send any marketing information to you or disclose such information to any third party.
- If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodafone may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need.

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate and typical charges are provided at www.vodafone.fo. Please see the website for typical costs.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of Faroe Islands and the parties hereby irrevocably submit to the exclusive jurisdiction of the Faroese courts.

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Fiji – KIDANET

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2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non- KIDANET network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it. You may only use the Product with one computer. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the KIDANET SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations including copyright laws. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at KIDANET, 158 Victoria Parade, Suva, Fiji. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at KIDANET, 158 Victoria Parade, Suva, Fiji.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our customer service centre on 0800 3315749 or 3315511, or write to us at KIDANET Box 51, Suva.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow KIDANET to identify any individual users by name. It cannot be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal

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information will be forwarded to KIDANET when you connect to the KIDANET network:

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- b) Connectivity methods, such as infrared and Bluetooth, and devices used
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8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury provided there is sufficient proof of this. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of Fiji and the parties hereby irrevocably submit to the exclusive jurisdiction of the Fiji courts.

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5. Customer Services

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- (i) From time to time Vodafone may need to update service related settings – this may be done without notification.
 - (ii) You will be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
 - (iii) Compiling anonymous aggregate information about usage to improve the Mobile Connect/ Broadband Service. In no event will Vodafone use any aggregate data compiled in this way to send any marketing information to you or disclose such information to any third party.
- If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodafone may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please find details on how to disable the UID function on the Vodafone support portal at www.business.vodafone.com

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate and typical charges can be obtained by calling our customer care on 123.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of Fiji and the parties hereby irrevocably submit to the exclusive jurisdiction of the Fiji courts.

Finland - Elisa

Loppukäyttäjäehdot

LUE SEURAAVAT EHDOT HUOLELLISESTI ENNEN PAKKAUKSEN AVAAMISTA TAI "HYVÄKSYN"-NAPIN PAINAMISTA. AVAAMALLA TÄMÄN PAKKAUKSEN TAI PAINAMALLA "HYVÄKSYN"-NAPPIA, ILMOITAT HYVÄKSYVÄSI NÄMÄ EHDOT JA SITOUUDUT NOUDATTAMAAN NIITÄ.

1. Määritelmät

Näissä ehdoissa käytetään seuraavia määritelmiä: "Loppukäyttäjä" tarkoittaa Tuotetta käyttävää henkilöä; "Tuote" tarkoittaa ohjelmistoa, jonka loppukäyttäjä on ladannut Vodafonen tai Elisan verkkosivuilta tai joka on toimitettu loppukäyttäjälle CD-levyllä tai muulla tallennusvälineellä sellaisenaan tai Vodafone Mobile Broadband -kortin mukana; "Palvelut" tarkoittavat Elisan Nopea Mobiilidata -palvelun perusteella tai muutoin tarjoamia tiedonsiirtopalveluja ja muita palveluja; "Ohjelmisto" tarkoittaa Vodafone Mobile Broadband -ohjelmistoa, joka on toimitettu Loppukäyttäjälle CD-levyllä Vodafone Mobile Connect/ Broadband -kortin mukana tai jonka Loppukäyttäjä on ladannut erikseen Vodafonen verkkosivuilta; "Elisa" tarkoittaa Elisa Oyj:tä.

2. Käyttölisenssi

Elisa myöntää Loppukäyttäjälle yksinoikeudettoman lisenssin käyttää Tuotetta Palvelujen yhteydessä. Elisa ei vastaa millään tavalla Ohjelmiston käytöstä muiden kuin Elisan verkkojen tai SIM-korttien yhteydessä eikä myönnä lisenssiä tällaiseen käyttöön. Loppukäyttäjä ei saa kopioida, muokata tai kääntää uudelleen Tuotetta ja/tai siihen sisältyvää ohjelmistoa tai niiden osia (paitsi lainsäädännössä nimenomaisesti sallitussa laajuudessa). Loppukäyttäjä ei saa siirtää, luovuttaa, alilisenssoida tai muutoin jakaa Tuotetta tai sen osia kolmansille osapuolille tai antaa heille muulla tavalla oikeutta käyttää niitä.

Loppukäyttäjällä on oikeus käyttää Tuotetta ainoastaan yhdessä tietokoneessa.

Loppukäyttäjä saa tehdä Ohjelmistosta yhden varmuuskopion.

Loppukäyttäjä on itse täysin vastuussa siitä, että ryhtyy tarvittaviin toimenpiteisiin tietojen varmuuskopioimiseksi tai niiden menettämisen estämiseksi.

Loppukäyttäjä pääsee käyttämään Tuotteen ja Elisan SIM-kortin avulla maailmanlaajuisia verkkosivuja, resursseja ja/tai verkkoja. Elisa ei vastaa millään tavalla verkkosivujen ja verkkojen sisällöstä ja palveluista eikä niiden käytön aiheuttamista tappioista tai vahingoista. Loppukäyttäjä sitoutuu olemaan käyttämättä Tuotetta tai sen osia lainsäädännön tai määräysten vastaisesti. Lisäksi loppukäyttäjä sitoutuu säilyttämään hänelle toimitetut salasanat tai muut yhteysvälineet turvallisessa paikassa Tuotteen luvattoman käytön estämiseksi.

3. Voimassaolo

Tämä käyttölisenssi on voimassa toistaiseksi. Loppukäyttäjä voi purkaa käyttölisenssin milloin tahansa poistamalla Ohjelmiston ja sen varmuuskopiot kaikilta laitteiltaan ja palauttamalla Tuotteen Elisalle osoitteeseen Elisa Oyj, PL 1, 00061 ELISA. Tämän Sopimuksen voimassaolo päättyy ilman eri toimenpiteitä, mikäli loppukäyttäjä ei noudata sen ehtoja tai muiden sellaisten sopimusten ehtoja, joiden perusteella Elisa tai kolmas osapuoli on toimittanut Tuotteen loppukäyttäjälle. Sopimuksen voimassaolon päättyessä loppukäyttäjän pitää lopettaa Tuotteen käyttö ja poistaa Ohjelmisto ja kaikki sen varmuuskopiot kaikilta laitteiltaan ja palauttaa Tuote Elisalle osoitteeseen Elisa Oyj, PL 1, 00061 ELISA.

4. Teollisoikeudet

Elisa ja/tai Elisalle lisenssejä myöntäneet tahot omistavat kaikki Tuotetta koskevat tekijänoikeudet, mallioikeudet, käyttöliittymän ulkoasua ja toimintaa koskevat oikeudet, tavaramerkit ja muut teollisoikeudet. Tuotteen toimittaminen loppukäyttäjälle ei tarkoita, että Elisa olisi luovuttanut loppukäyttäjälle mitään tuotetta koskevia oikeuksia tai Elisalle lisenssin myöntäneiden tahojen oikeuksia. Elisa on ainoastaan myöntänyt loppukäyttäjälle oikeuden käyttää Tuotetta yksinomaan näiden lisenssiehtojen mukaisesti.

5. Asiakaspalvelu

Jos loppukäyttäjä tarvitse Tuotteeseen liittyvää neuvontaa, pyydetään loppukäyttäjää soittamaan Elisan asiakaspalvelunumeroon +358 800 95 050.

6. Yksikäsitteinen tunnistus

Kun asennat Ohjelmiston, sille luodaan satunnainen yksikäsitteinen tunnistus (UID), joka ei sisällä henkilötietoja. Elisa ei pysty määrittämään yksittäisen käyttäjän nimeä UID:n perusteella. Sitä ei myöskään voi käyttää

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verkkosivujen tai sähköpostiosoitteiden käytön valvontaan. Elisalle lähetetään seuraavia tietoja UID:n avulla, kun muodostat yhteyden Elisan verkkoon:

- a) Ohjelmiston versio ja asetukset
 - b) Yhteystavat, kuten infrapunatiedonsiirto ja Bluetooth, ja käytettävät laitteet
 - c) WWW-selaimen ja sähköpostiohjelman versio
 - d) Kannettavan tietokoneen valmistajan tuotetunnus
 - e) Yhteyskertaa koskevat tiedot
 - f) Roamingin yhteydessä maatunnus ja matkapuhelinverkko, johon loppukäyttäjä on muodostanut yhteyden.
- Nämä tiedot tallennetaan suojatulle palvelimelle seuraavista syistä:
- (i) Elisan pitää ajoittain päivittää palveluun liittyviä asetuksia – tämä voidaan tehdä ilman eri ilmoitusta.
 - (ii) Loppukäyttäjälle ilmoitetaan ohjelmiston päivityksistä ja korjauksista loppukäyttäjän valinnan mukaan aina, kun loppukäyttäjä muodostaa yhteyden, viikoittain tai kuukausittain. Loppukäyttäjä voi hyväksyä tai hylätä päivitykset ja korjaukset. Loppukäyttäjä voi halutessaan ladata suurempia tiedostoja/korjauksia, kun on muodostanut nopean Internet-yhteyden esim. yrityksen lähiverkon kautta.
 - (iii) Elisa kerää palvelujen käytöstä koostetietoja yksilöimättä käyttäjien henkilöllisyyttä, jotta Elisa voi parantaa Mobile Broadband -palvelua. Elisa ei missään tapauksessa käytä tällä tavalla kerättyjä koostetietoja mainosten lähettämiseksi loppukäyttäjälle eikä luovuta niitä kolmansille osapuolille.

Jos loppukäyttäjä haluaa estää UID:n lähettämisen, voi hän ottaa tämän ominaisuuden pois käytöstä itse tai teknisen tuen avulla. Huomautamme kuitenkin, että Elisa ei välttämättä pysty tukemaan Palveluja täysimittaisesti, jos tämä ominaisuus on otettu pois käytöstä, koska Elisa ei silloin tiedä, mitä päivityksiä tai korjauksia loppukäyttäjä tarvitsee. Lisätietoja UID-ominaisuuden ottamisesta pois käytöstä löytyy Vodafonen teknisen tuen verkkosivuilta www.business.vodafone.com.

Huomautamme, että edellä mainittujen tietojen lähettäminen ja vastaanottaminen edellyttävät pienten datamäärien siirtämistä Loppukäyttäjän liittymän kautta. Loppukäyttäjää laskutetaan tästä liittymäsopimuksen mukaisesti. Tutustu hinnoitteluun Elisan verkkosivuilla www.elisa.fi.

7. Ei takuuta

Tuote toimitetaan Loppukäyttäjälle lainsäädännön sallimassa laajimmassa merkityksessä "sellaisenaan", eikä Elisa tai Elisalle lisenssejä myöntäneet tahot myönnä sille minkäänlaista takuuta tai esitä mitään sitä koskevia vakuutuksia. Elisa tai Elisalle lisenssejä myöntäneet tahot eivät myöskään takaa, että Tuote on Loppukäyttäjän vaatimusten mukainen tai toimii keskeytyksettä tai virheettömästi. Elisa ja Elisalle lisenssejä myöntäneet tahot nimenomaisesti kiistävät lain sallimassa laajuudessa kaikki suorat ja välilliset sekä määräyksistä, yleisestä käytännöstä tai muutoin aiheutuvat takuut, vakuutukset ja ehdot. Tämä ehto ei vaikuta Loppukäyttäjän lakisääteisiin oikeuksiin.

8. Vastuunrajoitus

Elisa on korvausvelvollinen, jos Elisan laiminlyönti aiheuttaa kuoleman tai henkilövahingon. Kaikissa muissa olosuhteissa Elisa tai Elisalle lisenssejä myöntäneet tahot eivät vastaa minkäänlaisista korvauksista, hyvityksistä tai vahingoista, jotka perustuvat todellisten tai mahdollisten voittojen, liikevaihdon, tuoton tai myynnin menetykseen, liikearvon menetykseen, maineen vahingoittumiseen, sopimusten tai asiakkaiden menetykseen, odotettujen säästöjen menetykseen tai tietojen tai ohjelmien menetykseen tai vahingoittumiseen tai mihin tahansa muuhun suoraan, välilliseen, erityiseen tai satunnaiseen vahinkoon, vaikka tämä johtuisi lain tai sopimuksen vastaisesta toiminnasta (tai laiminlyönnistä) tai vaikka Elisan tai Elisalle lisenssejä myöntäneiden tahojen tietoon olisi tullut tällaisten menetysten tai vahinkojen mahdollisuus.

9. Sovellettava laki ja oikeuspaikka

Näihin ehtoihin sovelletaan Suomen lakia ja sopimuspuolet sitoutuvat noudattamaan peruuttamattomasti Suomen tuomioistuimien päätöksiä.

France - SFR

Conditions d'utilisation

VEUILLEZ LIRE ATTENTIVEMENT LES CONDITIONS D'UTILISATION SUIVANTES AVANT D'UTILISER CE PACK LOGICIEL OU DE CLIQUER SUR LE BOUTON "Accepter". EN CLIQUANT SUR LE BOUTON "Accepter", VOUS SIGNIFIEZ QUE VOUS ACCEPTEZ LES PRESENTES CONDITIONS D'UTILISATION.

1. Définitions

Les termes utilisés dans ce document auront les significations suivantes :

- Le " Produit " désigne le disque compact et le logiciel ainsi que n'importe quel logiciel contenu dans ou sur le disque compact et le logiciel " Vodafone Mobile Broadband ". Le Produit est un logiciel de connexion reliant un ordinateur et un téléphone mobile. La société Vodafone, au regard des droits qu'elle détient sur le logiciel " Vodafone Mobile Broadband " ainsi que sur les logiciels contenus dans ledit logiciel et sur le disque compact qui en constitue le support, a autorisé SFR à sous concéder auprès de ses propres clients un droit d'utilisation dans la limite des présentes dispositions.
- L'Utilisateur désigne un abonné SFR ayant souscrit un contrat d'abonnement.
- Les " Services " désignent la transmission de données et les autres services proposés par SFR dans le cadre de ses offres.

2. Licence d'utilisation

Dans le cadre de son contrat d'abonnement, l'Utilisateur est autorisé à utiliser, à titre gracieux et non exclusif, le Produit en relation avec les Services. Cette autorisation n'est consentie que pour une utilisation associée à une carte SIM SFR.

Il appartient à l'Utilisateur, préalablement à toute utilisation, de vérifier que ses équipements (téléphone et ordinateur) sont répertoriés dans la liste des équipements compatibles et qu'ils disposent de la configuration requise. L'Utilisateur s'interdit de copier, modifier, décompiler, désassembler ou appliquer des procédures " rétro-techniques " sur tout ou partie du Produit (exceptés les cas prévus par la loi).

L'Utilisateur s'interdit également de louer, de concéder des sous-licences d'utilisation, de transmettre, de commercialiser ou de permettre à un tiers d'utiliser tout ou partie du Produit.

Il est de la responsabilité de l'utilisateur de prendre les mesures appropriées pour protéger et sauvegarder ses données.

A l'exception d'une copie de sauvegarde à l'usage unique de l'Utilisateur aucune reproduction de tout ou partie du Produit n'est autorisée.

L'Utilisateur s'engage à ne pas employer tout ou partie du produit en infraction avec les lois ou réglementations en vigueur. En outre il s'engage à garder secret et dans un endroit sécurisé tous les mots de passe ou autres dispositifs d'accès qui pourraient lui être fourni afin d'empêcher toute utilisation non autorisée du Produit.

3. Obligations spécifiques liées à Internet

Le Produit ainsi que la carte SIM peuvent être utilisés pour accéder à des sites Internet.

S'agissant de l'utilisation d'Internet, l'Utilisateur est informé que l'Internet est un réseau véhiculant des données susceptibles d'être protégées par des droits de propriété intellectuelle ou d'enfreindre les dispositions légales en vigueur.

L'Utilisateur s'interdit donc de transmettre sur l'Internet toute donnée prohibée, illicite, contraire aux bonnes mœurs ou à l'ordre public et portant atteinte ou susceptibles de porter atteinte aux droits de tiers et notamment aux droits de propriété intellectuelle.

Il est expressément rappelé qu'Internet n'est pas un réseau sécurisé. Dans ces conditions, il appartient à l'Utilisateur de prendre toutes les mesures appropriées de façon à protéger ses propres données et/ou logiciels notamment de la contamination par d'éventuels virus circulant sur le réseau Internet ou de l'intrusion d'un tiers dans le système de son terminal (ordinateur portable, assistant personnel ou mobile) à quelque fin que ce soit, et de procéder sur son ordinateur portable et sur son assistant personnel, à des sauvegardes préalablement et postérieurement à la mise en place des services.

L'Utilisateur reconnaît également être pleinement informé du défaut de fiabilité du réseau Internet, tout particulièrement en terme d'absence de sécurité relative à la transmission de données et de non garantie des performances relatives au volume et à la rapidité de transmission des données. L'Utilisateur reconnaît être informé que l'intégralité, l'authentification et la confidentialité des informations, fichiers et données de toute nature qu'il souhaite échanger sur le réseau Internet ne peuvent être garanties sur ce réseau.

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L'Utilisateur ne doit donc pas transmettre via le réseau Internet des messages dont il souhaiterait voir la confidentialité garantie de manière infaillible.

S'agissant des produits ou des services sur le réseau Internet, l'Utilisateur adresse directement aux fournisseurs de contenus toute réclamation relative à l'exécution des services rendus par ceux-ci ou à la vente des produits par ceux-ci.

SFR met par ailleurs en garde l'Utilisateur sur la nature et la diversité des contenus disponibles sur le réseau Internet, lesquels peuvent être susceptibles de porter préjudice aux mineurs.

4. Durée

La licence est conclue pour une durée indéterminée prenant effet à compter de l'acceptation des présentes conditions d'utilisations précédant l'installation du produit.

L'Utilisateur peut y mettre fin à tout moment en supprimant de tous les matériels le Produit et tous les programmes qui y sont attachés, et en détruisant toute copie dont il pourrait encore disposer.

La présente licence prendra fin de plein droit à la date de résiliation du contrat d'abonnement conclu entre SFR et l'Utilisateur, pour quelque cause que ce soit.

SFR sera également autorisée à résilier la présente licence d'utilisation en cas de manquement par l'utilisateur à l'une de ses obligations.

A l'expiration de la présente licence ou de son contrat d'abonnement SFR, l'Utilisateur s'engage à cesser toute utilisation du Produit et à supprimer de ses matériels le produit, à détruire toute copie de ce dernier.

5. Propriété Intellectuelle

SFR détient du titulaire des droits de propriété Intellectuelle sur le Produit, le droit à titre non exclusif de commercialiser le produit. La concession du droit d'utilisation du Produit n'entraîne aucun transfert de droits au profit de l'Utilisateur. Le produit et sa documentation restent la propriété de Vodafone, quels que soient la forme, le langage, le support des programmes ou la langue utilisée. Vodafone est également titulaire des droits attachés aux marques du Produit (ou à la Marque) qui a fait l'objet d'un dépôt.

L'Utilisateur s'engage en conséquence à ne pas porter atteinte directement, indirectement ou par l'intermédiaire d'un tiers aux droits de propriété intellectuelle attachés au Produit.

6. Service Client

Le Service Client de SFR est à la disposition de l'Utilisateur pour toute demande d'assistance ou question liée au Produit au 900, ou au 0610001900 si vous appelez d'un réseau différent. Vous pouvez aussi nous écrire à SFR ou vous rendre sur www.sfr.fr.

7. Identifiant Unique

Un identifiant unique (IDU) anonyme sera créé automatiquement lorsque vous installerez le logiciel Vodafone Mobile Broadband. Cet IDU ne permet pas d'identifier l'abonné nominativement ni de vérifier les sites web visités ou les adresses mails contactées. Les informations non nominatives suivantes peuvent être transmises à Vodafone lors d'une connexion au réseau Vodafone:

- a) version et configuration du logiciel Vodafone Mobile Broadband
- b) méthodes de connexion (par exemple infra-rouge, Bluetooth et terminaux utilisés)
- c) navigateurs utilisés et détails de la version du logiciel de messagerie
- d) numéro d'identification de produit du portable et du processeur.
- e) détails de la session incluant durée et qualité/succès de la connexion au lieu où la connexion a été initialisée
- f) code du pays et réseau de l'opérateur étranger utilisé lorsque vous vous connectez depuis l'étranger (en situation de roaming)
- g) Type d'utilisation, par exemple navigation internet, transfert de fichier, accès à l'intranet.
- h) IMEI (identité codée du dispositif)

Ces données seront conservées sur un serveur protégé afin de :

- (i) permettre des mises à jour de certaines installations liées au service, qui pourront se faire sans notification préalable
- (ii) informer l'Utilisateur de mises à jour ou de corrections du Logiciel. L'Utilisateur sera en droit de les accepter ou non.
- (iii) Compiler des informations anonymes sur l'utilisation du Service afin de l'améliorer. Ces données ne pourront en aucun cas être utilisées dans le but d'adresser des courriers à vocation commerciale ; SFR s'engageant par ailleurs à ne pas les diffuser auprès de tiers.

S'il le souhaite l'Utilisateur peut désactiver la fonction UID selon le processus décrit sur le site support client SFR (voir www.sfr.fr). Toutefois, SFR l'informe que, dans ce cas, SFR n'aura plus l'information des mises à jour et corrections de logiciel éventuellement nécessaires et que la qualité des Services pourrait s'en trouver

Vodafone Mobile Broadband End User Licences

amoindrie.

Les échanges d'informations détaillés au présent paragraphe seront facturés à l'Utilisateur aux conditions contractuelles. Des exemples de coûts sont donnés sur le site SFR, www.sfr.fr.

8. Garantie - Responsabilité

SFR est soumis de convention expresse à une obligation de moyens. Il garantit la conformité du Produit à sa description.

Il ne saurait assumer une quelconque responsabilité, en dehors de cette conformité, et notamment pas l'adéquation du Produit aux besoins de l'Utilisateur, qui relève de la seule appréciation de ce dernier.

L'Utilisateur reconnaît en effet avoir reçu toutes informations lui permettant de bien connaître le Produit et d'apprécier son adéquation à ses besoins.

Par ailleurs, SFR garantit l'Utilisateur contre tout trouble de jouissance provoqué par une réclamation relative à un droit de propriété intellectuelle sous réserve, d'une part, que cette réclamation ne soit pas fondée sur une modification ou une utilisation du Produit réalisée par l'Utilisateur en violation des présentes conditions et d'autre part, que SFR en soit immédiatement informée par l'utilisateur par courrier recommandé avec accusé de réception.

Dans le cadre de la présente licence, SFR ne saurait être responsable des dommages indirects (tels que notamment perte de chiffre d'affaire, pertes d'informations) pouvant survenir dans le cadre de l'utilisation du Produit.

SFR est responsable des dommages directs subis par l'Utilisateur à l'occasion de l'utilisation du Produit dans la limite de 1000,00 € et sous réserve du respect par l'Utilisateur des termes des présentes conditions.

9. Indisponibilité

" La présente licence est conclue intuitu personae. Elle est incessible et ne peut faire l'objet d'une sous licence ".

10. Litiges

Lorsque l'Utilisateur est un commerçant ou une entreprise, toutes les contestations qui pourraient s'élever entre les parties à l'occasion de l'interprétation et/ou de l'exécution de la présente licence seront soumises, à défaut d'accord amiable, aux Tribunaux de Paris. Cette disposition ne s'applique pas en cas de litige avec un consommateur pour lequel les règles légales de compétence s'appliquent.

Vodafone Mobile Broadband End User Licences

Germany - Vodafone Germany

Nutzungsbedingungen für Software und Software-Updates der Vodafone D2 GmbH

Nutzungsberechtigung

Zur Nutzung von Software sind ausschließlich Kunden der Vodafone D2 GmbH (nachfolgend Vodafone) berechtigt, die einen Vertrag über die Nutzung von Dienstleistungen und -produkten von Vodafone geschlossen haben und welche für die Nutzung von Software von Vodafone (nachfolgend „Software“) die nachfolgenden Bedingungen anerkennen.

Nutzungslizenz

Im Zusammenhang mit der Nutzung von Software räumt Ihnen Vodafone eine nicht ausschließliche Lizenz zur Nutzung der Software im Zusammenhang mit dem Gebrauch der jeweiligen Dienstleistung und/oder des jeweiligen Produkts von Vodafone ein. Es ist nicht gestattet, die Software zu kopieren, zu verändern, anhand des Originals nachzuahmen oder zu dekompile (außer im gesetzlich zulässigen Umfang). Sie dürfen die Software nicht übertragen, abtreten, im Rahmen einer Unterlizenz weitergeben oder auf eine andere Art und Weise verteilen. Außerdem ist es Ihnen untersagt, es einer dritten Partei zu ermöglichen die Software zu nutzen, es sei denn, Sie überlassen im Rahmen einer vertragsgemäßen Nutzung die jeweilige Dienstleistung und/oder das jeweilige Produkt von Vodafone einer dritten Partei zur vorübergehenden Nutzung.

Geistige Eigentumsrechte

Sämtliche geistigen Eigentumsrechte verbleiben bei Vodafone bzw. deren Lizenzgeber.

Sonstige Verpflichtungen des Nutzers

Sie verpflichten sich, vor der Nutzung von Software umsichtige und angemessene Maßnahmen zur Sicherung Ihrer Daten und zum Schutz vor Datenverlust durchzuführen.

Haftungsbeschränkung

Vodafone haftet bei Vernichtung, Beschädigung oder Verlust von Daten – sofern Vodafone D2 die Vernichtung, Beschädigung oder den Verlust zu vertreten hat, nur für die Wiederbeschaffung von Daten; für schuldhaft - weder vorsätzlich noch grob fahrlässig – verursachte Schäden aus Datenverlust entfällt die Haftung.

Vodafone haftet im Übrigen auf Schadenersatz - gleich aus welchem Rechtsgrund - nur bei Vorsatz und grober Fahrlässigkeit von Vodafone D2, ihren gesetzlichen Vertretern oder Erfüllungsgehilfen sowie bei schuldhafter Verletzung wesentlicher Vertragspflichten. Bei schuldhafter - weder vorsätzlicher noch grob fahrlässiger - Verletzung wesentlicher Vertragspflichten ist die Haftung begrenzt auf den Ersatz des vertragstypischen, vorhersehbaren Schadens bis zu einer Höhe von maximal Euro 5.000,00. Die vorstehende Haftungsbeschränkung gilt nicht für von Vodafone D2, ihren gesetzlichen Vertretern oder Erfüllungsgehilfen schuldhaft verursachte Schäden aus der Verletzung des Lebens, des Körpers oder der Gesundheit sowie für die Haftung nach dem Produkthaftungsgesetz.

Sonstiges

Sofern vorstehend nichts Abweichendes geregelt ist, bleiben sämtliche Bestimmungen der Lizenzvereinbarung zur Nutzung der ursprünglichen Software auch für etwaige Update-Version unverändert anwendbar.

Vodafone Mobile Broadband End User Licences

Ghana - Vodafone Ghana

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a Vodafone website or supplied to you on a Compact Disc, website or directly from device or any other media either by itself or together with the device; "Services" means data transmission and other services offered by Vodafone under an airtime contract or otherwise; "Software" means the Vodafone software which is supplied to you on the Compact Disc, website or directly from device together with the Mobile Connect/ Broadband Card or downloaded by you separately from a Vodafone website: "we" "us" means Vodafone Ghana.

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Vodafone network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the Vodafone SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Vodafone Ghana, Telecom House Nsawam Road, PMB221, Accra North or at any customer service centre.. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Vodafone Ghana, Telecom House Nsawam Road, PMB221, Accra North or at any customer service centre.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our customer service centre on 011 if you are using the Vodafone network, or +233 21 200200 if you are calling from a different network, or write to us at Vodafone or see www.vodafone.com.gh.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow Vodafone to identify any individual users by name. It cannot be used to monitor which web sites have

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been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information may be forwarded to Vodafone when you connect to the Vodafone network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop and processor manufacturer product ID
- e) Session information including duration and quality/success of connection at location where connection is initiated;
- f) When roaming, the country code and the mobile network to which you are connected;
- g) Type of usage, for example internet browsing, file transfer, intranet access.
- h) IMEI (coded device identity)

This information will be stored on a secure server for the following purposes:

- (i) From time to time Vodafone may need to update service related settings and this may be done without notification.
- (ii) You may be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
- (iii) Compiling anonymous aggregate information about usage to improve the Mobile Broadband Service. In no event will Vodafone disclose such information to any third party.

If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodafone may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please find details on how to disable the UID function on the Vodafone support portal at www.vodafone.com.gh

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate and typical charges are provided at the support portal www.vodafone.com.gh. Please see the support website for typical costs.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

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Greece - Vodafone Greece

ΑΔΕΙΑ ΧΡΗΣΗΣ ΤΕΛΙΚΟΥ ΧΡΗΣΤΗ

Παρακαλούμε διαβάστε προσεκτικά τους παρακάτω όρους της Αδειας Χρήσης Τελικού Χρήστη, πριν προχωρήσετε στη λήψη και εγκατάσταση οποιουδήποτε αρχείου. Επιλέγοντας το πεδίο αποδοχή, υποδηλώνετε ότι διαβάσατε και αποδέχαστε τους όρους και τις συνθήκες και ότι συμφωνείτε ότι δεσμεύεστε από αυτές.

1. Ορισμοί

Σε αυτούς τους όρους και τις συνθήκες οι παρακάτω λέξεις θα έχουν τις εξής έννοιες: "Εσείς" σημαίνει το άτομο που χρησιμοποιεί το Προϊόν. Το "Προϊόν" υποδηλώνει το Λογισμικό που έχετε ο ίδιος εσείς κατεβάσει από το διαδίκτυο από μία ιστοσελίδα της Vodafone ή που έχετε προμηθευτεί σε μορφή Compact Disc ή κάποιου άλλου μέσου, από ιστοσελίδα ή απευθείας από τη συσκευή είτε μόνο του ή μαζί με συσκευή. Η λέξη "Υπηρεσίες" αφορά την μεταβίβαση δεδομένων και άλλες υπηρεσίες που προσφέρονται από την Vodafone σύμφωνα με κάποιο συμβόλαιο που βασίζεται στον χρόνο χρήσης ή έχει καταρτιστεί με κάποιον άλλο τρόπο. Με την λέξη "Λογισμικό" εννοείται το λογισμικό το οποίο σας έχει παρασχεθεί ή μέσω του Compact Disc ή από ιστοσελίδα ή απευθείας από συσκευή, μαζί με την κάρτα Mobile Connect/ Broadband Card ή το οποίο εσείς έχετε κατεβάσει χωριστά, από μια ιστοσελίδα της Vodafone. Με το "Εμείς" εννοείται η Vodafone- Παναφον Ανώνυμη Εταιρεία Τηλεπικοινωνιών, στο εξής καλούμενη στη παρούσα Vodafone.

2. Άδεια Χρήσης

Σας χορηγούμε μία μη-αποκλειστική άδεια χρήσης του Προϊόντος και των Υπηρεσιών. Δεν αποδεχόμαστε οποιαδήποτε ευθύνη ή υποχρέωση ούτε και χορηγούμε την άδεια χρήσης του Λογισμικού σε τρίτα δίκτυα ή με κάρτα SIM άλλης εκτός της Vodafone. Δεν μπορείτε να αντιγράψετε, να τροποποιήσετε, να ανακατασκευάσετε ή να αποσυναρμολογήσετε το Προϊόν και / ή το Λογισμικό που συμπεριλαμβάνεται μέσα ή επάνω στο Προϊόν ή οποιοδήποτε μέρος αυτού (παρά μόνο στο βαθμό που επιτρέπεται ρητά από τον νόμο). Δεν μπορείτε να μεταβιβάσετε, να παραχωρήσετε, να εκχωρήσετε την άδεια ή με άλλο τρόπο να διανείμετε ή να διευκολύνετε κάποιον τρίτο να χρησιμοποιήσει το Λογισμικό ή το Προϊόν ή το όποιο μέρος αυτού.

Μπορείτε να παράγετε ένα αντίγραφο του Λογισμικού αποκλειστικά για εφεδρικούς λόγους. Είστε αποκλειστικά υπεύθυνος όσον αφορά την λήψη των σωστών και κατάλληλων μέτρων ώστε να εξασφαλίσετε εφεδρικά δεδομένα και να προστατευτείτε από την απώλεια δεδομένων. Το Προϊόν μαζί με την κάρτα SIM της Vodafone μπορούν να χρησιμοποιηθούν από εσάς για να συνδεθείτε και να αποκτήσετε πρόσβαση σε ιστοσελίδες, πηγές και / ή δίκτυα σε όλο τον κόσμο. Δεν αποδεχόμαστε καμία ευθύνη για το περιεχόμενο, τις υπηρεσίες ή την όποια απώλεια ή καταστροφή μπορεί να επέλθει μέσω της χρήσης τέτοιων ιστοσελίδων ή δικτύων. Με το παρόν συμφωνείτε ότι δεν θα χρησιμοποιήσετε το Προϊόν ή κάποιο μέρος του παραβαίνοντας τους όποιους σχετικούς νόμους ή κανονισμούς. Περαιτέρω, συμφωνείτε ότι θα κρατήσετε κρυφούς και σε ασφαλές μέρος τους όποιους κωδικούς πρόσβασης (passwords) ή άλλες συσκευές πρόσβασης που ενδέχεται να σας παρασχεθούν, προκειμένου έτσι να αποτραπεί η μη-εξουσιοδοτημένη χρήση του Προϊόντος.

3. Λήξη

Η άδεια αυτή θα είναι σε ισχύ μέχρι να τερματιστεί. Μπορείτε να την τερματίσετε οποιαδήποτε στιγμή διαγράφοντας το Λογισμικό και τα όποια εφεδρικά αντίγραφα από όλες σας τις συσκευές και επιστρέφοντας το Προϊόν σε εμάς στη διεύθυνση Τζαβέλλα 1-3, Χαλάνδρι, ΤΚ 152 31. Το Συμφωνητικό αυτό θα διακοπεί αυτόματα αν δεν συμμορφωθείτε με αυτούς τους όρους και τις συνθήκες ή με τους όρους και τις συνθήκες όποιου άλλου συμβολαίου βάσει του οποίου εμείς ή οι διανομείς μας διέθεσαν το Προϊόν σε σας. Με τη λήξη αυτού του Συμφωνητικού θα πάψετε να χρησιμοποιείτε το Προϊόν και θα διαγράψετε το Λογισμικό συμπεριλαμβανομένων των όποιων εφεδρικών αντιγράφων από όλες σας τις συσκευές και θα επιστρέψετε το Προϊόν σε μας στη διεύθυνση Τζαβέλλα 1-3, Χαλάνδρι, ΤΚ 152 31.

4. Δικαιώματα Πνευματικής Ιδιοκτησίας

Εμείς και / ή οι εξουσιοδοτημένοι μας συνεργάτες, ανάλογα την περίπτωση, κατέχουμε όλα δικαιώματα πνευματικής ιδιοκτησίας (copyright), τα δικαιώματα σχεδιασμού, το λογότυπο, το "Look and Feel", τα εμπορικά σήματα και άλλα δικαιώματα πνευματικής ιδιοκτησίας που αφορούν το Προϊόν. Το γεγονός ότι σας έχουμε παράσχει το Προϊόν δεν σημαίνει ότι σας έχουμε μεταβιβάσει οποιαδήποτε από τα δικαιώματά μας που αφορούν το Προϊόν ή τα δικαιώματα των εξουσιοδοτημένων μας συνεργατών. Αλλά σας έχουμε επιτρέψει να το χρησιμοποιήσετε αποκλειστικά βάσει των όρων και των συνθηκών αυτής της άδειας.

5. Υπηρεσίες Πελατών

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Σε περίπτωση που χρειαστείτε οποιαδήποτε βοήθεια με το Προϊόν παρακαλούμε τηλεφωνείτε στο κέντρο μας εξυπηρέτησης πελατών στο 1399 αν χρησιμοποιείτε το δίκτυο Vodafone, ή στο +306944401399 αν καλείτε από διαφορετικό δίκτυο, ή αποτανθείτε στην Vodafone.

6. Μοναδικό Αναγνωριστικό Ταυτότητας (UID)

Όταν θα εγκαταστήσετε αυτό το Λογισμικό, θα δημιουργηθεί κατά τυχαίο τρόπο ένα ανώνυμο μοναδικό αναγνωριστικό ταυτότητας. Το UID δεν επιτρέπει την αναγνώριση των όποιων ατομικών χρηστών μέσω ονόματος. Δεν μπορεί να χρησιμοποιηθεί για την παρακολούθηση των ιστοσελίδων τις οποίες κάποιος έχει επισκεφθεί ή τις ηλεκτρονικές διευθύνσεις με τις οποίες έχουν επικοινωνήσει οι χρήστες. Χρησιμοποιώντας αυτό το UID, όταν θα συνδέεστε σε ένα δίκτυο Vodafone μπορεί να προωθούνται στην Vodafone οι παρακάτω τύποι μη-προσωπικών πληροφοριών:

- α) Έκδοση και διαμόρφωση του Λογισμικού
- β) Μέθοδοι συνδεσιμότητας, όπως υπέρυθρη και Bluetooth, και χρησιμοποιούμενες συσκευές
- γ) Λεπτομέρειες σχετικά με τον πλοηγό Internet (Web browser) και την έκδοση του λογισμικού του ηλεκτρονικού ταχυδρομείου (email)
- δ) Ταυτότητα προϊόντος του κατασκευαστή και του επεξεργαστή του υπολογιστή
- ε) Πληροφορίες συνεδρίας συμπεριλαμβανομένης της διάρκειας και της ποιότητας/επιτυχίας της σύνδεσης στην περιοχή που η σύνδεση ξεκίνησε
- στ) Όταν κάνετε χρήση της περιαγωγής (roaming), ο κωδικός της χώρας και το δίκτυο κινητής τηλεφωνίας με το οποίο έχετε συνδεθεί
- ζ) είδος χρήσης, π.χ. πλοήγηση στο internet, διαβίβαση αρχείου, πρόσβαση στο intranet
- η) IMEI (κωδικοποιημένη ταυτότητα συσκευής)

Αυτές οι πληροφορίες θα αποθηκευτούν σε έναν ασφαλή κεντρικό υπολογιστή για τους ακόλουθους σκοπούς:

- i) Από καιρό σε καιρό η Vodafone μπορεί να χρειαστεί να αναβαθμίσει ρυθμίσεις σχετικά με τις υπηρεσίες – και αυτό μπορεί να συμβεί χωρίς ειδοποίηση.
- ii) Κάθε φορά που θα συνδέεστε μπορεί να ενημερώνεστε σχετικά με διάφορες αναβαθμίσεις και τροποποιήσεις του λογισμικού, εβδομαδιαίως ή μηνιαίως, ανάλογα την προτίμησή σας. Θα σας δοθεί η δυνατότητα να επιλέξετε αν θέλετε ή όχι να τις αποδεχτείτε. Μπορείτε αν το επιθυμείτε να κατεβάσετε μεγαλύτερους φακέλους / τροποποιήσεις όταν είστε συνδεδεμένοι μέσω μιας ταχύτερης σύνδεσης Ίντερνετ όπως το εταιρικό σας δίκτυο LAN (Local Area Network - Τοπικό Δίκτυο).
- iii) Προκειμένου να βελτιώσει την Υπηρεσία Mobile Broadband, η Vodafone συλλέγει και συνθέτει ανώνυμες πληροφορίες της χρήσης (όγκου) δεδομένων. Η Vodafone σε καμία περίπτωση δεν θα αποκαλύψει τέτοιες πληροφορίες σε οποιονδήποτε τρίτο. Αν δεν επιθυμείτε να χρησιμοποιείται από την Vodafone το UID τότε είναι δυνατό εσείς ή ο Διευθυντής του τμήματος Πληροφορικής της (IT) να απενεργοποιήσει αυτή τη λειτουργία. Ωστόσο, θα πρέπει να σημειωθεί ότι αν αυτή η λειτουργία απενεργοποιηθεί η Vodafone ενδέχεται να μην μπορεί να υποστηρίξει ολοκληρωμένα τις Υπηρεσίες, καθώς δεν θα γνωρίζουμε ποιες αναβαθμίσεις ή τροποποιήσεις λογισμικού μπορεί να χρειάζεστε. Παρακαλούμε διαβάστε τις λεπτομέρειες σχετικά με το πώς μπορεί να απενεργοποιηθεί η λειτουργία του στην ιστοσελίδα υποστήριξης της Vodafone στο www.vodafone.gr.

Παρακαλούμε σημειώστε ότι η αποστολή και λήψη των παραπάνω πληροφοριών θα απαιτήσει την αποστολή μικρών ποσοτήτων δεδομένων μέσω της σύνδεσής σας. Για αυτή τη λειτουργία θα χρεωθείτε βάσει της συμφωνηθείσας μοναδιαίας τιμής και οι συνήθεις χρεώσεις παρέχονται στην ιστοσελίδα υποστήριξης www.vodafone.gr. Παρακαλούμε επισκεφτείτε την ιστοσελίδα υποστήριξης για τις τυπικές χρεώσεις.

7. Παραγραφή των εγγυήσεων

Σε όλο το εύρος που επιτρέπεται από την ισχύουσα νομοθεσία, το Προϊόν δίνεται σε σας από τους εξουσιοδοτημένους μας συνεργάτες "ως έχει" χωρίς την οποιαδήποτε εγγύηση, συνθήκες, περιγραφές ή άλλους όρους σχετικά με το Προϊόν. Ούτε εμείς ούτε οι εξουσιοδοτημένοι μας συνεργάτες εγγυώνται ότι το Προϊόν θα καλύψει τις απαιτήσεις σας ή ότι η λειτουργία του Προϊόντος θα είναι αδιάκοπη ή άνευ ελαττωμάτων. Στο εύρος που επιτρέπεται από τον νόμο, εμείς και οι εξουσιοδοτημένοι μας συνεργάτες αποποιούμε και αποκλείουμε όλες τις εγγυήσεις, περιγραφές, συνθήκες και άλλους όρους οποιουδήποτε είδους, ρητούς ή έμμεσους είτε αν προκύπτουν από τη νομοθεσία, το εθιμικό δίκαιο ή αλλιώς. Αυτή η ρήτρα δεν επηρεάζει τα θεσπισμένα δικαιώματά σας.

8. Περιορισμός Ευθύνης

Ευθυνόμαστε μόνο για την περίπτωση που η αμέλειά μας προκαλέσει θάνατο ή προσωπικό τραυματισμό. Σε όλες τις άλλες περιπτώσεις εμείς ή οι εξουσιοδοτημένοι μας συνεργάτες δεν θα ευθυνόμαστε σε σας για την όποια αποζημίωση, επιστροφή χρημάτων ή για ζημιές λόγω της απώλειας των παρόντων ή μελλοντικών κερδών - την απώλεια εσόδων, κύκλου εργασιών - την απώλεια φήμης και πελατείας - την απώλεια συμβολαίων ή πελατών - την απώλεια προσδοκώμενης αποταμίευσης - την απώλεια ή τις ζημιές σε

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δεδομένα ή προγράμματα ή για οποιονδήποτε άλλο λόγο ή για έμμεσες, ειδικές, τυχαίες ή συνακόλουθες ζημιές είτε αυτές προκύπτουν από σφάλμα (συμπεριλαμβανομένης της αμέλειας) ή από το συμβόλαιο και ακόμη και αν εμείς ή οι εξουσιοδοτημένοι μας συνεργάτες έχουμε ενημερωθεί για την πιθανότητα τέτοιων απωλειών ή ζημιών.

9. Νομοθεσία και Δικαιοδοσία

Αυτοί οι όροι και οι συνθήκες θα διέπονται από το Ελληνικό δίκαιο και τα μέρη που αναφέρονται στο παρόν υπόκεινται αμετάκλητα στην αποκλειστική δικαιοδοσία των δικαστηρίων της Αθήνας.

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Hong Kong - SmarTone-Vodafone

End-User License Agreement for Vodafone Mobile Broadband via the phone

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE CLICKING ON THE "ACCEPT" BUTTON. BY CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a Vodafone website or supplied to you on a Compact Disc, website or directly from device or any other media either by itself or together with the device; "Services" means data transmission and other services offered by Vodafone under a contract or otherwise; "Software" means the Vodafone software which is supplied to you on the Compact Disc, website or directly from device together with the Mobile Connect/ Broadband Card or downloaded by you separately from a Vodafone website; "we" and "us" "SmarTone-Vodafone" means SmarTone Mobile Communications Limited; "you" means the person using the Software.

2. Licence to Use

We grant you a revocable, non-exclusive, personal licence to use the object code version of the Software in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a SIM card which was not issued by us. You may not copy, modify, reverse engineer or decompile the Software or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, give away, loan, rent, lease or otherwise distribute or enable a third party to use the Software or any part of it.

You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Software together with our SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Software or any part of it in breach of any relevant laws or regulations (including without limitation any import or export laws and regulations) in the country in which you use the Services. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Software. Depending on the type of device used, the Software will activate certain Third Party Software set out in the Annex. Unless specified in the Annex such Third Party Software is licensed upon the terms of this End-User Licence Agreement. However, certain Third Party Software is subject to the terms imposed by the software provider as set out in the Annex.

3. Termination

We reserve the right to terminate this Agreement at any time by giving notice to you. This Agreement shall also automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Software available to you. You may terminate it at any time by deleting the Software including any back up copies from all your devices. Upon termination of this Agreement, you will cease to use the Software and delete the Software including any back-up copies from all your devices.

4. Intellectual Property Rights

Vodafone Group Services Limited owns the copyright in the Via the Phone Software and the "Look and Feel" of the Via the Phone Software. VODAFONE, the Vodafone logo and Vodafone Mobile Broadband are trade marks of the Vodafone Group. We and/or our other licensors as the case may be, own all the other copyright and trade marks. The fact that we have supplied you with the Software does not mean that we have transferred any of our or our licensors rights in the Software to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

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5. Customer Services

If you need help with the Software please call our 24-hour hotline on +852 28802622, or write to us at mobileconnect@smartone-vodafone.com.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow us to identify any individual users by name. It cannot be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information may be forwarded to us when you connect to our network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop and processor manufacturer product ID
- e) Session information including duration and quality/success of connection at location where connection is initiated;
- f) When roaming, the country code and the mobile network to which you are connected;
- g) Type of usage, for example internet browsing, file transfer, intranet access.
- h) IMEI (coded device identity)

This information will be stored by a third party on our behalf on a secure server for the following purposes:

- (i) From time to time we may need to update service related settings and this may be done without notification.
- (ii) You may be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.

- (iii) Compiling anonymous aggregate information about usage to improve the service..

If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that SmarTone-Vodafone may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please find details on how to disable the UID function pls call our 24-hour hotline on +852 28802622, Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate. Please see www.smartone-vodafone.com for typical costs.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Software is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Software from our licensors. Neither we nor our licensors warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of the country where SmarTone-Vodafone is domiciled and you agree to submit to the jurisdiction of the courts in the country where SmarTone-Vodafone is domiciled.

Hungary - Vodafone Hungary

Végfelhasználói Felhasználási Szerződés

KÉRJÜK OLVASSA EL FIGYELMESEN A KÖVETKEZŐ FELTÉTELEKET MIELŐTT EZT A CSOMAGOT KINYITNÁ VAGY AZ "ELFOGADOM" GOMBRA KATTINTANA! A CSOMAG KINYITÁSÁVAL VAGY AZ "ELFOGADOM" GOMBRA KATTINTÁSSAL ÖN AZT JELZI, HOGY TUDOMÁSUL VESZI ÉS ELFOGADJA EZEN HASZNÁLATI FELTÉTELEKET ÉS AZT, HOGY AZOK KÖTELEZŐEK ÖNRE NÉZVE.

1. Meghatározások

A jelen Szerződésben található következő kifejezések és meghatározások az alábbi jelentéssel bírnak: "Ön" jelenti azt a személyt, aki a Terméket használja; "Termék" jelenti az Ön által a Vodafone honlapjáról letöltött vagy Compact Disc-en (CD-n), honlapról vagy közvetlenül eszközről illetve bármely más adathordozón szolgáltatott szoftver akár önmagában, akár együtt az eszközzel; "Szolgáltatások" jelentik a Vodafone Magyarország Zrt. szolgáltatása keretében vagy más módon igénybe vehető adatátviteli és más szolgáltatásokat; "Szoftver" jelenti a Mobile Connect/ Broadband Card-dal együtt a Compact Disc-en szolgáltatott, honlapról vagy közvetlenül eszközről vagy az Ön által a Vodafone honlapjáról letöltött számítógépes szoftvert; "mi" "minket" jelenti a Vodafone Magyarország Zrt.-t.(H-1096 Budapest, Lechner Ödön fasor 6, Magyarország).

2. Felhasználási engedély

Ön részére nem kizárólagos felhasználási engedélyt biztosítunk a Termék Szolgáltatásokkal kapcsolatban való használatára. Semmiféle felelősséget vagy kötelezettséget nem vállalunk a Szoftver nem-Vodafone hálózatban vagy SIM kártyával történő használatával kapcsolatban, illetve erre felhasználási engedélyt nem adunk. Ön a Terméket és/vagy az abban, illetve azon található szoftvert vagy annak bármely részét nem másolhatja le, nem módosíthatja, nem fejtheti illetve nem fordíthatja vissza (hacsak nem az a jog által kifejezetten megengedett). Ön nem jogosult a szoftvert, a Terméket vagy annak bármely részét átruházni, engedélyezni, továbbá felhasználását engedélyezni, azt terjeszteni vagy annak használatát harmadik személy részére bármely módon lehetővé tenni. Ön a terméket csak egy számítógépen használhatja. Biztonsági másolat céljára Ön jogosult egy darab másolatot készíteni a CD-n lévő szoftverről.

Kizárólag Ön felelős azért, hogy adatok biztonsági mentéséhez és adatvesztés megakadályozásához szükséges körülmények és megfelelő lépéseket Ön tegye.

A Terméket a Vodafone SIM kártyával együtt használhatja arra, hogy kapcsolódjon valamely webhelyre, forráshoz és/vagy hálózathoz világszerte. Kizárunk minden felelősséget a tartalomért, szolgáltatásért vagy bármely veszteségért, kárért, amelyet Ön az ilyen webhely illetve hálózat használatával szenved el. Ön tudomásul veszi, hogy a Terméket vagy bármely részét jogszabályba vagy más rendelkezésbe ütköző módon nem használhatja. Tudomásul veszi továbbá, hogy az Önnek átadott, a csatlakozáshoz szükséges bármely jelszót és eszközt titokban és biztonságos helyen kell tartania a Termék bármely nem jogosított használatának kizárása érdekében.

3. A felhasználói engedély megszűnése

Ez a felhasználási engedély megszűnéséig hatályos. Ön jogosult azt bármikor felmondani azáltal, hogy a szoftvert, ideértve annak biztonsági másolatait is, valamennyi eszközéről törli és a Terméket visszaküldi nekünk vagy azt megsemmisíti. A Jelen Szerződés automatikusan megszűnik, amennyiben Ön megszegi az ebben foglalt feltételeket vagy bármely más szerződés feltételeit, amely alapján mi vagy harmadik fél viszontértékesítők a Terméket Ön részére szolgáltatták.

A jelen Szerződés megszűnésekor Ön köteles a Termék használatát megszüntetni és a Szoftvert, beleértve valamennyi biztonsági másolatot is törölni valamennyi eszközéről és a Terméket visszaküldeni nekünk a következő címre: Vodafone Magyarország Zrt. 1096 Budapest, Lechner Ödön fasor 6.

4. Szellemi alkotáshoz fűződő jogok

Mi és/vagy bizonyos esetekben a mi engedélyezőink rendelkeznek a Termékre a szerzői, design, "Look and Feel", védjegy és más szellemi alkotáshoz fűződő jogokkal. A tény, hogy a Terméket az Ön részére szolgáltattuk, nem jelenti a Termékre vonatkozóan minket vagy az engedélyezőinket megillető jogok átruházását, jelen Szerződésben pusztán a Termék használatát engedélyezzük az Ön számára a szigorúan felhasználási engedélyben foglalt feltételek szerint.

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5. Ügyfélszolgálat

Amennyiben a Termékkel kapcsolatosan bármilyen segítségre van szüksége, kérem hívja a Vodafone Ügyfélszolgálatát a 1270-es telefonszámon.

6. Ügynevezett Egyedi Azonosító

A Vodafone Mobile Broadband telepítése során véletlenszerűen egy ügynevezett egyedi azonosító (UID) képződik. Az UID nem teszi lehetővé a Vodafone részére, hogy az egyedi felhasználókat név szerint azonosítsa. Az UID nem alkalmas arra, hogy megfigyelje a látogatott webhelyeket, sem pedig azokat az e-mail címeket, amelyekkel a felhasználó kapcsolatot létesített. Az UID használatával a következő, nem személyes adatok kerülhetnek továbbításra a Vodafone-nak, amikor a Vodafone hálózatára kapcsolódik:

- a) A Vodafone Mobile Broadband szoftver verziószáma és konfigurációja
- b) A kapcsolódás típusa, mint infra vagy Bluetooth és a használt eszköz típusa
- c) A web-böngésző és az E-mail szoftververzió adatai
- d) A laptop és processzor gyártó termék-azonosítója
- e) A kapcsolat adatai, benne a kapcsolat időtartamával és minőségével/eredményességével a kapcsolat kezdeményezés helyén
- f) Amikor barangol, az ország és a mobil hálózat kódja, amihez kapcsolódik
- g) Használat típusa, például internet böngészés, file továbbítás, intranet elérés
- h) IMEI (cask kódolt eszköznél)

Ezek az információk egy a Vodafone Global Products and Services Limited (The courtyard, 2-4 London Road, Newbury, Berkshire, RG14 1JX, Egyesült Királyság, cégjegyzékszám: 3802001) által üzemeltetett biztonságos szerveren kerülnek tárolásra a következő célból:

(i) Időnként a Vodafone-nak szükséges frissíteni a Szolgáltatással összefüggő beállításokat – és ezt előzetes tájékoztatás nélkül végre lehet hajtani.

(ii) A döntéstől függően, minden alkalommal, amikor kapcsolatot létesít, heti vagy havi gyakorisággal Ön értesítést kaphat különféle Szoftver frissítésekről és javításokról. Ön részére választási lehetőséget biztosítunk, hogy elfogadja-e vagy sem ezeket. Ön dönthet, hogy a nagyobb file-okat/javításokat akkor töltsse le, amikor gyorsabb internet hozzáféréssel kapcsolódik, mint amilyen a vállalati LAN.

(iii) Anonimizált összesített információ szerkesztése a Mobile Broadband Service fejlesztése érdekében.

Vodafone semmilyen esetben nem fogja harmadik személy részére hozzáférhetővé tenni.

Amennyiben Ön nem akarja, hogy az UID felhasználásra kerüljön, Ön vagy az IT Menedzsere ezt a funkciót kikapcsolhatja. Azonban, szükséges figyelembe venni, hogy ezen funkció kikapcsolása esetén Vodafone nem képes teljes mértékben támogatni a Szolgáltatásokat, mivel nem lesz tudomása arról, hogy milyen frissítés vagy szoftver javításra lehet szüksége.

7. Garancia kizárása

A Termék az alkalmazandó jog által megengedett mértékig, "ahogyan van" állapotban, az engedélyezőinktől származó, a Termékkel kapcsolatos bármely jótállás, feltétel, tényállítás vagy kikötés vállalása nélkül kerül Önnek átadásra. Sem mi, sem az engedélyezőink nem garantálják, hogy a Termék kielégíti az Ön arra vonatkozó várakozásait, sem azt, hogy a termék működése hibamentes vagy megszakítás nélküli lesz. A jogszabály által megengedett mértékig mind mi, mind az engedélyezőink kizárnak és visszautasítanak minden jótállást, tényállítást, feltételt vagy más kikötést, legyen az bármely természetű kifejezett vagy beleértett, eredjen az jogszabályból, joggyakorlatból vagy másként. Jelen rendelkezések nem érintik a jogszabály alapján Önt kötelezően megillető jogokat.

8. Felelősség korlátozása

A súlyos gondatlanságunkkal vagy szándékos magatartásunkkal az életében, testi épségében okozott károsodásért felelősséggel tartozunk. Minden más esetben mind mi, mind engedélyezőink nem tartozunk Önnek semmiféle kártalanítási, visszafizetési vagy kártérítési felelősséggel a tényleges vagy jövőbeli haszon elmaradásáért, bevétel- vagy értékesítési forgalom kieséséért, vevőkörben bekövetkező csökkenésért, jóhírnév sérelméért, szerződések vagy ügyfélkör elvesztéséért, várt megtakarítás elmaradásáért, adat- vagy program veszteséért, illetve károsodásért vagy bármely más okért vagy közvetett, különleges, velejáró vagy következményes kárért akár szerződésen kívül (beleértve gondatlanságot), akár szerződés teljesítésével kapcsolatban merült fel, akkor sem, ha kár minket, akár engedélyezőinket az ilyen veszteségek vagy károk lehetőségétől tájékoztattak.

9. Alkalmazandó jog, joghatóság

A jelen Szerződésre felek a magyar jog rendelkezéseit tartják irányadónak és visszavonhatatlanul a magyar bíróságok joghatóságának vetik alá magukat.

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Iceland - Vodafone Iceland

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1. Definitions

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2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Vodafone network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it. You may only use the Product with one computer. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the Vodafone SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Vodafone, Síðumúla 28, 108 Reykjavík, Iceland. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Vodafone, Síðumúla 28, 108 Reykjavík, Iceland.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our customer service centre on 1414 if you are using the Vodafone network, or +354 599 9009 if you are calling from a different network, or write to us at Vodafone.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow Vodafone to identify any individual users by name. It cannot be used to monitor which web sites have been

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visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information will be forwarded to Vodafone when you connect to the Vodafone network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop manufacturer product ID
- e) Session information
- f) When roaming, the country code and the mobile network to which you are connected.

This information will be stored on a secure server for the following purposes:

- (i) From time to time Vodafone may need to update service related settings - this may be done without notification.
- (ii) You will be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
- (iii) Compiling anonymous aggregate information about usage to improve the Mobile Broadband Service. In no event will Vodafone use any aggregate data compiled in this way to send any marketing information to you or disclose such information to any third party.

If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodafone may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please find details on how to disable the UID function on the Vodafone support portal at www.vodafone.is/vodafonemobileconnect.

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate and typical charges are provided at the support portal www.vodafone.is/vodafonemobileconnect. Please see the support website for typical costs.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of Iceland and the parties hereby irrevocably submit to the exclusive jurisdiction of District Court of Reykjavik.

Vodafone Mobile Broadband End User Licences

India - Vodafone India

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY. BY CLICKING THE “ACCEPT” BUTTON, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THE TERMS OF THIS EULA. IF YOU HAVE NOT READ AND UNDERSTOOD, OR DO NOT AGREE TO BE BOUND BY, THE TERMS OF THIS EULA, DO NOT CLICK THE “ACCEPT” BUTTON. IF YOU DO NOT CLICK THE “ACCEPT” BUTTON, YOU ARE NOT LICENSED TO USE THE SOFTWARE, AND SHOULD REMOVE IT FROM YOUR COMPUTER.

1. Definitions

In this EULA, the following words shall have the following meanings:

1.1 "Software" means the Vodafone software downloaded by you from a website / internet location, supplied on a CD, USB device, memory card or other medium, or stored in the memory of a hardware device;

1.2 "we" "us" means "Vodafone Essar Entity"

Vodafone Essar Entity' means any one of the Vodafone Essar Limited ("VEL"), Vodafone Essar Mobile Services Limited ("VEMSL"), Vodafone Essar East Limited ("VEEL"), Vodafone Essar Gujarat Limited (VEGL), Vodafone Essar South Ltd ("VESL"), Vodafone Essar Digilink Limited ("VEDL"), Vodafone Essar Cellular Limited ("VECL"), Vodafone Essar Spacetel Limited ("VSL") (VEL, VEMSL, VEEL, VEGL, VESL, VEDL, VECL and VES are individually referred to as "Vodafone Essar Entity" and collectively referred to as "Vodafone Essar"); and

1.3 "you" means the person installing or using the Software;

(together "the Parties" and individually "a Party").

2. Licence to Use

2.1 In consideration of your acceptance of this EULA, we grant you a royalty-free and non-exclusive licence to use the Software, subject to the terms of this EULA.

2.2 You are only licensed to use the Software if you have an active airtime contract with Vodafone Essar, and we do not accept any liability, or grant any licence to use the Software, without an active airtime contract with Vodafone Essar.

2.3 You may not copy, modify, reverse engineer or decompile the Software or any part of the Software (save to the extent expressly permitted by the law of your jurisdiction). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or any part of it.

2.4 You may install the Software on more than one computer, and may make backup copies of the Software for back up purposes.

2.5 You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data. We do not accept any responsibility or liability for any data loss (or any loss consequent to, or otherwise related to, such data loss) you might suffer through use of the Software.

2.6 The Software may be used by you to link to websites, resources and /or networks worldwide. We do not accept any responsibility or liability for the content, services (including availability thereof) or any loss or damage you may suffer by using such websites and networks.

2.7 You agree that you will not use the Software or any part of it in breach of any relevant laws or regulations.

2.8 You agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Software. We do not accept any responsibility or liability for any unauthorised use of the Software, howsoever caused.

3. Termination

3.1 This EULA is effective from when you click the "Accept" button until it is terminated.

3.2 Either Party may terminate this EULA at any time. You may terminate this EULA by deleting the Software (including any back up copies) from all the computers on which you have installed the Software. Vodafone Essar may terminate this EULA by providing notice of such termination to you via the update notification mechanism.

3.3 This EULA shall automatically terminate if you fail to comply with its terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Software available to you.

3.4 Upon termination of this EULA, you will cease to use the Software and will delete the Software (including any back-up copies) from all the computers on which you have installed the Software.

Vodafone Mobile Broadband End User Licences

4. Intellectual Property Rights

We and/or our licensors (as the case may be) own all the copyright, design rights, "Look and Feel", trade marks, patents and other intellectual property rights in and to the Software. The fact that we have supplied you with the Software does not mean that we have transferred any of our or our licensors' rights in the Software to you; we have simply permitted you to use the Software strictly in accordance with the terms of this EULA.

5. Customer Services

If you need any help with the Software, please consult the information at <http://www.vodafone.in>, call our customer service centre on 111 if you are using the Vodafone network, or write to us at Vodafone Essar, Peninsula Corporate Park, Ganpatrao, Kadam Marg, Lower Parel, Mumbai 400 013.

6. Anonymous Unique Identifiers and Anonymous Reporting

6.1 When you install this Software, anonymous unique identifiers (UID) are created on your PC. The UID does not allow Vodafone Essar to identify any individual users by name. Using this UID, the following types of non-personal information may be forwarded to Vodafone Essar when you use the Software:

6.1.1 Anonymous identifiers (including anonymous user and phone identifiers which are created when the PC client is first used, and when a phone is first used with a particular instance of the PC client)

6.1.2 Location information (including your area code and country)

6.1.3 Information about your PC (including operating system, default language, default Internet browser and the name of your modem)

6.1.4 Your connection method (whether you are connecting via infrared, Bluetooth or USB)

6.1.5 The date on which the phone / PC connection was first registered

6.1.6 Your connection details (including initialisation time, direction, number of bytes sent and received, speed, and quality/success of connection at location where connection is initiated; name of your network operator, when roaming mobile network and country code and the name of your network operator)

6.1.7 Information about your phone (including IMEI (device identity) manufacturer, model and software version)

6.1.8 Type of usage, for example internet browsing, file transfer, intranet access

6.2 The information listed in clause 6.1 will be stored on a secure server for the following purposes:

6.2.1 From time to time Vodafone Essar may need to update service related settings and this may be done without notification;

6.2.2 You may be notified when updates and patches are available. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster Internet connection such as your corporate LAN; and

6.2.3 Compiling anonymous aggregate information about usage to improve the Software. Vodafone Essar will not use any aggregate data compiled in this way to send any marketing information to you or disclose such information to any third party unless such disclosure is required by law or other binding decision.

6.3 If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. You may disable this function through the "Settings" menu – more details are provided on the web site from which you downloaded the application or on <http://www.vodafone.in>.

6.4 Please note that transmitting the above information will necessitate sending and receiving small amounts of data over your phone's data connection. You will be charged for this at your normal data tariff.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Software is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Software. Neither we nor our licensors warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free. To the fullest extent permitted by applicable law, we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes you death or personal injury. To the fullest extent permitted by applicable law, in all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence), strict liability, contract or otherwise and even if we or our licensors have been informed of the possibility of such losses or damages.

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9. Entire agreement

This EULA constitutes the entire agreement and understanding between the Parties with respect to its subject matter and replaces all previous agreements or understandings, written or otherwise between the Parties with respect to such subject matter.

10. Waiver

The failure to exercise or delay in exercising a right or remedy provided by this EULA or by law does not impair or constitute a waiver of the right or remedy or an impairment or a waiver of other rights or remedies.

11. Rights of Third Parties

This EULA is made solely and specifically between the Parties for the benefit of the Parties. Except as stated in the foregoing sentence, this EULA is not intended to be for the benefit of and shall not be enforceable by any other person whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither Party can declare itself as a trustee of the rights under it for the benefit of any third party.

12. Assignment

You may not assign, transfer, sub-license and/or novate this EULA or any of your rights or obligations hereunder. Vodafone Essar may assign, transfer, sub-license and/or novate this EULA and any rights and obligations hereunder, and you hereby give your consent to such assignment, transfer, sub-licence and/or novation.

13. Law and Jurisdiction

These terms and conditions shall be governed by the laws of India and the parties hereby irrevocably submit to the exclusive jurisdiction of the Mumbai courts.

Vodafone Mobile Broadband End User Licences

Ireland - Vodafone Ireland

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a Vodafone website or supplied to you on a Compact Disc, website or directly from device or any other media either by itself or together with the device; "Services" means data transmission and other services offered by Vodafone under an airtime contract or otherwise; "Software" means the Vodafone software which is supplied to you on the Compact Disc, website or directly from device together with the Mobile Connect/ Broadband Card or downloaded by you separately from a Vodafone website: "we" "us" means Vodafone Ireland Limited

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Vodafone network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the Vodafone SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Vodafone Ireland Limited, Mountainview, Central Park, Leopardstown, Dublin 18 This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Vodafone Ireland Limited, Mountainview, Central Park, Leopardstown, Dublin 18

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product, please call our Customer Service Centre on 1740 if you are using the Vodafone network, or 1850995133 if you are calling from another network, or visit us at www.vodafone.ie.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow Vodafone to identify any individual users by name. It cannot be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal

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information may be forwarded to Vodafone when you connect to the Vodafone network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop and processor manufacturer product ID
- e) Session information including duration and quality/success of connection at location where connection is initiated;
- f) When roaming, the country code and the mobile network to which you are connected;
- g) Type of usage, for example internet browsing, file transfer, intranet access.
- h) IMEI (coded device identity)

This information will be stored on a secure server for the following purposes:

- (i) From time to time Vodafone may need to update service related settings and this may be done without notification.
 - (ii) You may be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
 - (iii) Compiling anonymous aggregate information about usage to improve the Mobile Broadband Service. In no event will Vodafone disclose such information to any third party.
- If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodafone may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please find details on how to disable the UID function on the Vodafone support portal at www.vodafone.ie

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate and typical charges are provided at the support portal www.vodafone.ie Please see the support website for typical costs.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of Ireland and the parties hereby irrevocably submit to the exclusive jurisdiction of the Irish courts.

Italy - Vodafone Italy

Condizioni Generali di licenza d'uso del software Vodafone Mobile Broadband

SI PREGA DI LEGGERE ATTENTAMENTE LE SEGUENTI CONDIZIONI CONTRATTUALI PRIMA DI FARE CLIC SUL PULSANTE "ACCETTO". FACENDO CLIC SUL PULSANTE "ACCETTO" L'UTENTE CONFERMA DI ACCETTARE LE PRESENTI CONDIZIONI.

1. Definizioni

Ai fini delle presenti condizioni si intende quanto segue:

- I "Servizi" sono la trasmissione di dati ed altri servizi forniti dagli operatori Vodafone o dai suoi partner secondo un contratto di connettività o in altro modo;
- "Software" indica il software "Mobile Broadband" insieme al software di terzi di RIM, come specificato ulteriormente nell'Appendice, che l'utente può scaricare da un sito Web Vodafone o che viene fornito su un dispositivo hardware o eventuale altro supporto, singolarmente o insieme al dispositivo;
- per "Software di terzi" si intende il software ulteriormente specificato nell'Appendice, il quale in alcuni casi viene concesso in licenza direttamente dalla terza parte conformemente ai termini e alle condizioni aggiuntive previsti nell'Appendice;
- "noi" e "Vodafone" indicano Vodafone Omnitel N.V.;
- "Utente" si riferisce alla persona che utilizza il software.

2. Licenza d'uso

Accettando le seguenti condizioni d'uso, viene concessa all'Utente una licenza personale revocabile e non esclusiva per l'utilizzo del Software in relazione ai Servizi. Vodafone declina ogni responsabilità e non concede alcuna licenza per l'utilizzo del Software con una scheda SIM non emessa da noi. All'Utente non è consentito copiare, modificare, manomettere o decompilare il Software né in toto né in parte (se non nei limiti consentiti dalla legge). All'Utente non è consentito trasferire, consegnare, concedere in licenza, regalare, prestare, noleggiare, concedere in leasing o distribuire in altro modo il Software o qualsiasi parte di esso o autorizzare soggetti terzi a usarlo.

L'Utente è autorizzato a effettuare una copia del Software a scopo di backup.

L'Utente è tenuto personalmente a procedere in modo prudente e appropriato per eseguire un backup dei dati e proteggersi in tutti i modi contro la perdita di dati.

Il Software e la scheda SIM possono essere utilizzati dall'Utente per collegarsi a siti Web, risorse e/o reti in tutto il mondo. Vodafone non è in alcun modo responsabile dei contenuti, dei servizi o di eventuali perdite o danni che l'Utente possa subire a seguito dell'utilizzo di tali siti Web e reti. L'Utente accetta di non utilizzare il Software o qualsiasi parte dello stesso in violazione di eventuali leggi e regolamenti vigenti (incluse, senza restrizioni, eventuali norme e regolamenti relativi all'importazione o all'esportazione) nel Paese in cui utilizza i Servizi. Inoltre, l'Utente accetta di mantenere riservate e conservare in un luogo sicuro le password e altri dispositivi di accesso eventualmente forniti, in modo da prevenire l'uso non autorizzato del Software. A seconda del tipo di dispositivo utilizzato, il Software attiverà determinati software di terzi indicati nell'Appendice. Tranne l'eventuale specificazione contraria presente nell'Appendice, tale Software di terzi viene concesso in licenza in base ai termini e alle condizioni previste dalle presenti condizioni d'uso. Tuttavia, alcuni Software di terzi sono soggetti ai termini imposti dal produttore del software, secondo quanto indicato nell'Appendice.

3. Recesso

Ci riserviamo il diritto di recedere in qualsiasi momento, e senza preavviso, dalle presenti condizioni. Inoltre, il presente Contratto si risolve di diritto qualora l'Utente non rispetti le condizioni ivi contenute o le condizioni di altri contratti in base ai quali Vodafone ha reso disponibile il Software all'Utente. L'Utente può recedere in qualsiasi momento cancellando il Software, comprese eventuali copie di backup, da tutti i dispositivi in suo possesso.

A seguito del recesso dalle presenti condizioni, l'Utente cesserà di utilizzare il Software e lo cancellerà, comprese eventuali copie di backup, da tutti i dispositivi in suo possesso.

4. Diritti di proprietà intellettuale

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Vodafone Group Services Limited è titolare dei diritti d'autore e dei diritti di sfruttamento economico del Software Mobile Broadband. VODAFONE, il logo Vodafone e Vodafone Mobile Broadband sono marchi di Vodafone Group. Noi e/o i nostri altri licenziatari, a seconda dei casi, siamo i proprietari di tutti gli altri diritti d'autore e marchi. La fornitura del Software all'Utente non implica il trasferimento all'Utente dei diritti sul prodotto detenuti da Vodafone e/o da chi, per Vodafone, concede la licenza, ma semplicemente l'autorizzazione all'uso del Software nel rigoroso rispetto dei termini e delle condizioni di cui alla presente licenza.

5. Servizio clienti

Gli operatori del servizio clienti sono a disposizione al numero 190 per chi chiama da numerazione Vodafone oppure al numero 800.190.190 per chi chiama dalla rete di altri operatori; alternativamente, è possibile accedere all'area "Contattaci" del sito www.vodafone.it o visitare il sito www.vodafone.it.

6. Identificativo Univoco dell'Utente

Al momento dell'installazione del Software, il sistema genera in maniera casuale un identificativo univoco anonimo dell'Utente (UID). L'UID non ci permette di riconoscere l'identità del singolo Utente. L'identificativo non può essere utilizzato per monitorare i siti Internet visitati o gli indirizzi di posta elettronica contattati dall'Utente. Utilizzando questo UID, ci potranno venire inoltrate le seguenti informazioni non personali al momento della connessione dell'Utente alla nostra rete.

- a) Versione e configurazione del Software;
- b) Modalità di connessione (come ad esempio infrarossi o Bluetooth) e altri dispositivi utilizzati;
- c) Versione in uso del browser Web e del client di posta elettronica;
- d) Identificativo della marca e del modello del computer portatile e del processore;
- e) Informazioni sulla sessione, comprendenti la durata, la qualità e la riuscita o meno della connessione nel luogo in cui essa viene iniziata;
- f) Durante il roaming, l'identificativo del Paese e l'operatore a cui si è connessi;
- g) Il tipo di utilizzo, ad esempio navigazione in Internet, trasferimento di file, accesso alla intranet
- h) IMEI (il codice identificativo del dispositivo);

Queste informazioni verranno conservate da terzi, per nostro conto, su un server sicuro, per le seguenti finalità.

(i) Aggiornamento periodico delle impostazioni relative all'utilizzo del servizio, procedendo senza alcuna notifica all'Utente.

(ii) Eventuale comunicazione all'Utente degli aggiornamenti e le modifiche del software disponibili, a ogni connessione o a intervalli settimanali o mensili, in base alle sue preferenze. L'Utente potrà scegliere se accettare o meno gli aggiornamenti e potrà decidere di scaricare file/aggiornamenti di grandi dimensioni quando è collegato tramite una connessione Internet più veloce, ad esempio la rete locale aziendale.

(iii) Raccolta di informazioni anonime ed aggregate sull'utilizzo, al fine di migliorare il servizio.

Qualora l'Utente non desideri che l'UID venga utilizzato è possibile disabilitare la relativa funzione, eventualmente rivolgendosi al responsabile dei Servizi Informatici della propria Azienda. Tuttavia, va tenuto presente che, se la funzionalità viene disabilitata, Vodafone potrà non essere in grado di supportare pienamente i servizi, in quanto potrà non essere in grado di determinare quali aggiornamenti o modifiche siano necessari all'Utente. L'invio e la ricezione delle informazioni suddette comporta il trasferimento di quantità minime di dati tramite la propria connessione. Tale traffico verrà addebitato sulla base del piano tariffario scelto. Ogni altra informazione, compresi i costi, sono disponibili sul sito www.vodafone.it.

7. Limitazioni della garanzia

Salvo quanto diversamente previsto dalla legge, il Software viene fornito senza garanzie, termini, riserve o altre condizioni di sorta. Vodafone e i suoi licenziatari non garantiscono la conformità del Software alle esigenze dell'Utente, né un funzionamento ininterrotto o privo di errori. Nei limiti previsti dalla legge, Vodafone e i suoi licenziatari escludono qualsiasi tipo di garanzia, riserve, condizioni e termini, espressamente o implicitamente sanciti dalla legge o altrimenti stabiliti. Questa clausola non pregiudica i diritti dell'Utente previsti dalla legge.

8. Limiti di responsabilità

Vodafone sarà responsabile per i soli danni provocati da dolo o colpa grave. In tutti gli altri casi, né noi né i nostri licenziatari saremo obbligati nei confronti dell'Utente a fornire indennizzi, rimborsi o pagamenti di danni per mancato guadagno presente o futuro, mancate entrate, volumi di affari, perdita o danno della reputazione, perdita di contratti o clienti, perdita di previsti risparmi, perdita o danni a dati o programmi, né per qualsiasi altra ragione o per danni indiretti,

9. Legge e foro competente

Le presenti condizioni contrattuali sono soggette alle leggi del Paese in cui si trova Vodafone e le parti

**Vodafone Mobile Broadband
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accettano irrevocabilmente la competenza esclusiva della giurisdizione del Paese in cui si trova Vodafone.

Vodafone Mobile Broadband End User Licences

Jersey - Airtel-Vodafone

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY. BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THE TERMS OF THIS EULA. IF YOU HAVE NOT READ AND UNDERSTOOD, OR DO NOT AGREE TO BE BOUND BY, THE TERMS OF THIS EULA, DO NOT CLICK THE "ACCEPT" BUTTON. IF YOU DO NOT CLICK THE "ACCEPT" BUTTON, YOU ARE NOT LICENSED TO USE THE SOFTWARE, AND SHOULD REMOVE IT FROM YOUR COMPUTER.

1. Definitions

In this EULA, the following words shall have the following meanings:

- 1.1 "Software" means the Vodafone Mobile Broadband software downloaded by you from a website / Internet location, supplied on a CD, USB device, memory card or other medium, or stored in the memory of a hardware device;
- 1.2 "Jersey Airtel Limited" "we" "us" means Jersey Airtel Limited; and
- 1.3 "you" means the person installing or using the Software.
(together "the Parties" and individually "a Party").

2. Licence to Use

2.1 In consideration of your acceptance of this EULA, we grant you a royalty-free and non-exclusive licence to use the Software, subject to the terms of this EULA.

2.2 You are only licensed to use the Software if you have an active airtime contract with Jersey Airtel Limited, and we do not accept any liability, or grant any licence to use the Software, without an active airtime contract with Jersey Airtel Limited.

2.3 You may not copy, modify, reverse engineer or decompile the Software or any part of the Software (save to the extent expressly permitted by the law of your jurisdiction). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or any part of it.

2.4 You may install the Software on more than one computer, and may make backup copies of the Software for back up purposes.

2.5 You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data. We do not accept any responsibility or liability for any data loss (or any loss consequent to, or otherwise related to, such data loss) you might suffer through use of the Software.

2.6 The Software may be used by you to link to websites, resources and /or networks worldwide. We do not accept any responsibility or liability for the content, services (including availability thereof) or any loss or damage you may suffer by using such websites and networks.

2.7 You agree that you will not use the Software or any part of it in breach of any relevant laws or regulations.

2.8 You agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Software. We do not accept any responsibility or liability for any unauthorised use of the Software, howsoever caused.

3. Termination

3.1 This EULA is effective from when you click the "Accept" button until it is terminated.

3.2 Either Party may terminate this EULA at any time. You may terminate this EULA by deleting the Software (including any back up copies) from all the computers on which you have installed the Software. Jersey Airtel Limited may terminate this EULA by providing notice of such termination to you via the update notification mechanism.

3.3 This EULA shall automatically terminate if you fail to comply with its terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Software available to you.

3.4 Upon termination of this EULA, you will cease to use the Software and will delete the Software (including any back-up copies) from all the computers on which you have installed the Software.

4. Intellectual Property Rights

We and/or our licensors (as the case may be) own all the copyright, design rights, "Look and Feel", trade marks, patents and other intellectual property rights in and to the Software. The fact that we have supplied you with the

Vodafone Mobile Broadband End User Licences

Software does not mean that we have transferred any of our or our licensors', rights in the Software to you; we have simply permitted you to use the Software strictly in accordance with the terms of this EULA.

5. Customer Services

If you need any help with the Software, please consult the information at www.airtel-vodafone.je, call our customer service centre on 121 if you are using the Jersey Airtel network, call +44 1534 497979 if you are calling from a different network, or write to us at Jersey Airtel Limited, 2nd Floor, Le Masurier House, La Rue Le Masurier, St Helier, Jersey, JE2 4YE.

6. Anonymous Unique Identifiers and Anonymous Reporting

6.1 When you install this Software, anonymous unique identifiers (UID) are created on your PC. The UID does not allow Jersey Airtel Limited to identify any individual users by name. Using this UID, the following types of non-personal information will be forwarded to Jersey Airtel Limited when you use the Software:

6.1.1 Anonymous identifiers (including anonymous user and phone identifiers which are created when the PC client is first used, and when a phone is first used with a particular instance of the PC client)

6.1.2 Location information (including your area code and country)

6.1.3 Information about your PC (including operating system, default language, default Internet browser and the name of your modem)

6.1.4 Your connection method (whether you are connecting via infrared, Bluetooth or USB)

6.1.5 The date on which the phone / PC connection was first registered

6.1.6 Your connection details (including initialisation time, direction, number of bytes sent and received, speed, connection tariff and the name of your network operator)

6.1.7 Information about your phone (including manufacturer, model and software version)

6.2 The information listed in clause 6.1 will be stored on a secure server for the following purposes:

6.2.1 From time to time Jersey Airtel Limited may need to update service related settings. This may be done without notification;

6.2.2 You may be notified when updates and patches are available. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster Internet connection such as your corporate LAN; and

6.2.3 Compiling anonymous aggregate information about usage to improve the Software. Jersey Airtel Limited will not use any aggregate data compiled in this way to send any marketing information to you or disclose such information to any third party unless such disclosure is required by law or other binding decision.

6.3 If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. You may disable this function through the "Settings" menu – more details are provided on the web site from which you downloaded the application or on www.airtel-vodafone.je.

6.4 Please note that transmitting the above information will necessitate sending and receiving small amounts of data over your phone's data connection. You will be charged for this at your normal data tariff.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Software is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Software. Neither we nor our licensors warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free. To the fullest extent permitted by applicable law, we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes you death or personal injury. To the fullest extent permitted by applicable law, in all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence), strict liability, contract or otherwise and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Entire agreement

This EULA constitutes the entire agreement and understanding between the Parties with respect to its subject matter and replaces all previous agreements or understandings, written or otherwise between the Parties with respect to such subject matter.

Vodafone Mobile Broadband End User Licences

10. Waiver

The failure to exercise or delay in exercising a right or remedy provided by this EULA or by law does not impair or constitute a waiver of the right or remedy or an impairment or a waiver of other rights or remedies.

11. Rights of Third Parties

This EULA is made solely and specifically between the Parties for the benefit of the Parties. Except as stated in the foregoing sentence, this EULA is not intended to be for the benefit of and shall not be enforceable by any other person whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither Party can declare itself as a trustee of the rights under it for the benefit of any third party.

12. Assignment

You may not assign, transfer, sub-license and/or novate this EULA or any of your rights or obligations hereunder. Jersey Airtel Limited may assign, transfer, sub-license and/or novate this EULA and any rights and obligations hereunder, and you hereby give your consent to such assignment, transfer, sub-licence and/or novation.

13. Law and Jurisdiction

These terms and conditions shall be governed by the laws of Jersey and the parties hereby irrevocably submit to the exclusive jurisdiction of the Jersey courts.

Latvia - Bite Latvija

Vodafone Mobile Broadband galalietotāja licences līgums

LŪDZU RŪPĪGI IEPAZĪSTIETIES AR NOTEIKUMIEM PIRMS POGAS "ES PIEKRĪTU" NOSPIEŠANAS. NOSPIEŽOT POGU "ES PIEKRĪTU", JŪS APSTIPRINAT, KA ESAT PIEKRĪTIS LĪGUMA NOTEIKUMIEM UN NOSACĪJUMIEM, KĀ ARĪ APŅEMATIES IEVĒROT TĀ IZVIRZĪTĀS SAISTĪBAS.

1. Apzīmējumi

Šādiem noteikumos un nosacījumos minētajiem vārdiem būs sekojoša nozīme: "Pakalpojums" apzīmē datu pārraidi un citus Vodafone piedāvātos pakalpojumus, kas tiek sniegti saskaņā ar līgumu vai citādi, ja norādīts; "Programmatūra" apzīmē "Mobile Broadband" programmatūru kopā ar RIM trešās puses programmatūru, kas ir aprakstīta Pielikumā un ko Jūs lejupielādējat patstāvīgi, kas tiek lejupielādēta automātiski no Vodafone mājas lapas vai kas jau ir iebūvēta aparatūrā vai jebkurā citā informācijas nesējā, atsevišķi vai kopā ar iekārtu; "Trešās puses programmatūra" apzīmē programmatūru, kas sīkāk aprakstīta Pielikumā un kuru Jūsu lietošanai licencē trešā puse, ko nosaka papildus noteikumi un nosacījumi, kas ir iekļauti minētajā pielikumā; "mēs", „Vodafone“ apzīmē SIA „Bite Latvija”; "jūs" apzīmē personu, kas izmanto doto Programmatūru.

2. Lietošanas licence

Mēs Jums sniedzam atsaucamu, neekskluzīvu, personālo licenci, kas Jums ļaus izmantot programmatūru ar doto objekta koda versiju savienojumu izveidei ar pakalpojumiem. Mēs neuzņemamies atbildību vai saistības, kā arī nepiešķiram licenci programmatūras izmantošanai ar cita uzņēmuma SIM karti. Jūs nedrīkstat kopēt, pārveidot, dekonstruēt vai dekompilēt programmatūru vai kādu tās daļu (izņemot speciālus ar likumu atļautus gadījumus). Jūs nedrīkstat nodot, piešķirt, pārlicenzēt, atdot, aizdot, izīrēt, nomāt vai kā citādi izplatīt vai pilnvarot trešās personas izmantot programmatūru vai jebkuru tās daļu.

Jūs drīkstat izveidot vienu Programmatūras dublējumkopiju glabāšanai rezervē.

Jūs esat pilnībā atbildīgs par piesardzības pasākumiem un atbilstošu līdzekļu piemērošanu datu kopiju izveidošanai un aizsardzībai pret datu nozaudēšanu.

Programmatūra kopā ar SIM karti var tikt izmantota, lai piekļūtu mājas lapām, resursiem un/vai jebkuram caur internetu pieejamam tīklam. Mēs neuzņemamies atbildību par saturu, pakalpojumiem vai jebkāda veida zaudējumiem, kas var rasties apmeklējot šīs mājas lapas un tīklus. Jūs piekrītat neizmantot programmatūru vai jebkuru no tās daļām, ja tādā veidā pārkāpjat likumus vai vispārīgos nosacījumus (ieskaitot, bet neaprobežojoties ar importa vai eksporta likumiem un vispārīgajiem nosacījumiem) valstī, kurā vēlaties to izmantot. Kā arī Jūs piekrītat glabāt drošā vietā jebkāda veida paroles vai Jums piešķirtas autorizēšanās iekārtas, kas paredzētas, lai novērstu neautorizētu programmatūras lietošanu. Atkarībā no izmantotās iekārtas, Programmatūra aktivizēs noteiktu Pielikumā atrodamu trešās puses programmu. Ja vien tas nav minēts Pielikumā, trešās puses programma ir licenzēta kopā ar šiem Gala lietotāja licences līguma noteikumiem. Taču, noteiktai trešās puses programmatūrai var būt arī atsevišķi noteikumi, kurus programmatūras piegādātājs ir izklāstījis Pielikumā.

3. Līguma laušana

Mēs paturam tiesības, Jūs iepriekš informējot, lauzt šo līgumu. Šis līgums tiks automātiski laužts, ja neievērosiet tajā minētos noteikumus un nosacījumus vai jebkurus citus kopā ar šo līgumu pievienotos noteikumus un nosacījumus, ar kuru palīdzību mēs vai trešo pušu izplatītāji ir panākuši šīs programmatūras pieejamību lietošanai. Jūs šī Līguma saistības varat jebkurā brīdī izbeigt, pilnībā izdzēšot no savas iekārtas šo programmatūru, ieskaitot visas rezerves kopijas no citām iekārtām.

Pēc šī līguma laušanas, Jūs pārstāsi izmantot šo programmatūru un izdzēsīsiet to no visām iekārtām ieskaitot rezerves kopijas.

4. Intelektuālā īpašuma tiesības

Vodafone limitēto pakalpojumu grupai pieder autortiesības uz Mobile Broadband Software un tās piedāvāto "Look and Feel" programmatūru. VODAFONE, Vodafone logo un Vodafone Mobile Broadband ir Vodafone grupas preču zīmes. Mums un/vai citiem licences devējiem pieder visas autortiesības un preču zīmes. Fakts, ka mēs esam izsnieguši Jūsu lietošanai šo programmatūru, nenozīmē, ka Jums ir nodotas jebkāda veida mūsu vai citu licenču devēju tiesības uz Programmatūru, - mēs tikai atļaujam Jums to izmantot, stingri balstoties uz šīs licences noteikumiem.

Vodafone Mobile Broadband End User Licences

5. Klientu apkalpošana

Ja nepieciešama palīdzība saistībā ar programmatūru, zvaniet klientu apkalpošanas centram uz 1601, ja izmantojiet mūsu tīklu, vai +371 25850110, ja zvaniet no citiem operatoriem, vai rakstiet mums uz info@bite.lv, vai apmeklējiet www.bite.lv.

6. Unikālais identifikators

Uzstādot šo programmatūru, pēc gadījuma principa tiek izveidots anonīms unikālais identifikators (UID). UID neļauj identificēt individuālus lietotājus pēc vārda. Tas nevar tikt izmantots, lai kontrolētu lietotāju apmeklētās mājas lapas vai e-pasta kontaktu informāciju. Izmantojot UID un veicot savienojumu ar tīklu, mums var tikt nosūtīta šāda personisko datu nesaturoša informācija:

- a) Programmatūras versija un konfigurācija
- b) Pieslēgšanās metodes - infrasarkanā starojuma un Bluetooth, kā arī izmantotās iekārtas
- c) Tīkla pārlūka un e-pasta programmas versijas informācija
- d) Klēpj datorā un procesora ražotāja ID
- e) Sesijas informācija, ieskaitot ilgumu un savienojuma kvalitāti/sekmīgumu no vietas, kur tiek veikts savienojums;
- f) Izmantojot viesabonēšanu - valsts kods un mobilo sakaru tīkls, pie kura esat pieslēdzies;
- g) Izmantošanas veids, piemēram, interneta pārlūkošana, datu pārraide, piekļuve iekšētiklam
- h) IMEI (kodētās iekārtas identifikators)

Šī informācija tiek uzglabāta drošā trešās puses serverī šādu iemeslu dēļ:

- (i) Periodiski mums ir nepieciešams veikt pakalpojumu uzstādījumu atjauninājumus, kas var notikt bez iepriekšēja brīdinājuma.
 - (ii) Katru reizi pieslēdzoties, katru nedēļu vai mēnesi, atkarībā no izvēlētajiem uzstādījumiem, Jūs varat tikt informēts par dažādiem programmatūras atjauninājumiem vai labojumiem. Jums tiks dota iespēja apstiprināt vai atteikties šos atjauninājumus. Jūs varat leģitīmi ieviest lielākus failus/labojumus, kad esat pieslēdzies ātrākam interneta savienojumam, piemēram LAN.
 - (iii) Anonīmi kolekcionē visu informāciju par iekārtas lietošanu, lai uzlabotu sniegtos pakalpojumus.
- Ja nevēlaties, lai tiktu izmantots UID, tad Jums vai jūsu IT administratoram ir iespēja atslēgt šo funkciju. Taču, ņemiet vērā, ka atslēdzot šo funkciju Vodafone nespēs sniegt pilnīgu pakalpojumu atbalstu, jo mēs nezināsim kādi atjauninājumi vai programmatūras labojumi Jums ir nepieciešami. Sīkāku informāciju par UID atslēgšanu meklējiet www.bite.lv/vmc. Ņemiet vērā, ka minētās informācijas nosūtīšanai un saņemšanai, caur savienojumu tiks patērēts neliels datu daudzums. Šo datu izmaksas tiks pievienotas Jūsu rēķinam, atkarībā no izvēlēta tarifa. Informācijai par izcenojumiem apmeklējiet <http://www.bite.lv/vmc>.

7. Garantijas atteikšana

Pilnā apjomā, atbilstoši piemērojamajam likumam, programmatūra tiek piedāvāta tieši tāda "kāda tā ir", bez jebkādam garantijām, nosacījumiem, attēlojumiem vai citiem noteikumiem saistībā ar programmatūru no licenču devēju puses. Ne mēs, ne licences devēji negarantējam, ka programmatūra atbildīs Jūsu prasībām un darbosies bez pārtraukumiem vai kļūdām. Mēs un mūsu licenču devēji likuma atļautajās robežās atsaucam un izslēdzam visas garantijas, atbildības, nosacījumus un jebkāda cita veida izteiktus vai iedomātus noteikumus, kas izriet no nolikuma, vispārējiem likumiem vai citiem avotiem. Šis punkts neietekmē Jūsu likumā noteiktās tiesības.

8. Atbildības ierobežojums

Mēs uzņemamies atbildību, ja mūsu nolaidības dēļ ir iestājusies nāve vai ir radīti ievainojumi. Jebkuros citos apstākļos mēs vai mūsu licenču devēji neatbildēsim jebkādu esošo vai paredzamo peļņu vai ar to saistītos zaudējumus, kā arī ienākumu zaudēšanu vai pārdošanas apgrozījuma izmaiņas; labas gribas zaudēšanu; kaitējumu reputācijai vai tās zaudēšanu; līgumu vai klientu pazaudēšanu; paredzēto naudas krājumu zaudējumus; datu un programmu zaudējumus vai jebkādu citu īpašus, netiešus, speciālus, nejaušus vai tiešus kaitējumus, lai tie izrietētu no civiltiesību (ieskaitot nolaidību) vai līguma pārkāpumiem, ja arī mums vai licenču devējiem būtu bijis paziņots par šādu kaitējumu iespējamību.

9. Tiesības un jurisdikcija

Šīs licences līguma noteikumus un nosacījumus regulē valsts, kurā atrodas Vodafone, likumi, un ar šo dokumentu jūs piekrītat ievērot šīs valsts tiesu jurisdikciju.

Lesotho - Vodacom Lesotho

End-User Licence Agreement (“EULA”)

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY. BY CLICKING THE “ACCEPT” BUTTON, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THE TERMS OF THIS EULA. IF YOU HAVE NOT READ AND UNDERSTOOD, OR DO NOT AGREE TO BE BOUND BY, THE TERMS OF THIS EULA, DO NOT CLICK THE “ACCEPT” BUTTON. IF YOU DO NOT CLICK THE “ACCEPT” BUTTON, YOU ARE NOT LICENSED TO USE THE SOFTWARE, AND SHOULD REMOVE IT FROM YOUR COMPUTER.

1. Definitions

In this EULA, the following words shall have the following meanings:

- 1.1 "Software" means the Vodafone Mobile Connect software downloaded by you from a website / Internet location, supplied on a CD, USB device, memory card or other medium, or stored in the memory of a hardware device;
- 1.2 “Vodacom Lesotho” "we" "us" means Vodacom Lesotho (Pty) Ltd, a limited liability company duly registered in terms of the company laws of the Kingdom of Lesotho, registration number 95/236 (hereinafter “Vodacom Lesotho”); and
- 1.3 "you" means the person installing or using the Software.
(together “the Parties” and individually “a Party”).

2. Licence to Use

- 2.1 In consideration of your acceptance of this EULA, we grant you a royalty-free and non-exclusive licence to use the Software, subject to the terms of this EULA.
- 2.2 You are only licensed to use the Software if you have an active airtime contract with Vodacom Lesotho or if you have purchased a Vodacom Lesotho prepaid data card and we do not accept any liability, or grant any licence to use the Software, without an active airtime contract with Vodacom Lesotho or a prepaid data card supplied by the latter.
- 2.3 You may not copy, modify, reverse engineer or decompile the Software or any part of the Software (save to the extent expressly permitted by the law of the Kingdom of Lesotho). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or any part of it.
- 2.4 You may install the Software on more than one computer, and may make backup copies of the Software for back up purposes.
- 2.5 You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data. We do not accept any responsibility or liability for any data loss (or any loss consequent to, or otherwise related to, such data loss) you might suffer through use of the Software.

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2.6 The Software may be used by you to link to websites, resources and /or networks worldwide. We do not accept any responsibility or liability for the content, services (including availability thereof) or any loss or damage you may suffer by using such websites and networks.

2.7 You agree that you will not use the Software or any part of it in breach of any relevant laws or regulations.

2.8 You agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Software. We do not accept any responsibility or liability for any unauthorised use of the Software, howsoever caused.

3. Termination

3.1 This EULA is effective from when you click the “Accept” button until it is terminated.

3.2 Either Party may terminate this EULA at any time. You may terminate this EULA by deleting the Software (including any backup copies) from all the computers on which you have installed the Software. Vodacom Lesotho may terminate this EULA by providing notice of such termination to you via the update notification mechanism.

3.3 This EULA shall automatically terminate if you fail to comply with its terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Software available to you.

3.4 Upon termination of this EULA, you will cease to use the Software and will delete the Software (including any back-up copies) from all the computers on which you have installed the Software.

4. Intellectual Property Rights

We and/or our licensors (as the case may be) own all the copyright, design rights, "Look and Feel", trademarks, patents and other intellectual property rights in and to the Software. The fact that we have supplied you with the Software does not mean that we have transferred any of our or our licensors', rights in the Software to you; we have simply permitted you to use the Software strictly in accordance with the terms of this EULA.

5. Customer Services

If you need any help with the Software, please consult the information at www.vodacom.co.ls, call our customer service centre on 130 if you are using the Vodacom Lesotho network, call +2665130 if you are calling from a different network, or write to us at Vodacom Lesotho, P.O. Box 7387, Maseru 100, Lesotho.

6. Anonymous Unique Identifiers and Anonymous Reporting

6.1 When you install this Software, anonymous unique identifiers (UID) are created on your PC. The UID does not allow Vodacom Lesotho to identify any individual users by name. Using this UID, the following types of non-personal information will be forwarded to Vodacom Lesotho when you use the Software:

6.1.1 Anonymous identifiers (including anonymous user and phone identifiers which are created when the PC client is first used, and when a phone is first used with a particular instance of the PC client)

6.1.2 Location information (including your area code and country)

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6.1.3 Information about your PC (including operating system, default language, default Internet browser and the name of your modem)

6.1.4 Your connection method (whether you are connecting via infrared, Bluetooth or USB)

6.1.5 The date on which the phone / PC connection was first registered

6.1.6 Your connection details (including initialisation time, direction, number of bytes sent and received, speed, connection tariff and the name of your network operator)

6.1.7 Information about your phone (including manufacturer, model and software version)

6.2 The information listed in clause 6.1 will be stored on a secure server for the following purposes:

6.2.1 From time to time Vodacom Lesotho may need to update service related settings. This may be done without notification;

6.2.2 You may be notified when updates and patches are available. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster Internet connection such as your corporate LAN; and

6.2.3 Compiling anonymous aggregate information about usage to improve the Software. Vodacom Lesotho will not use any aggregate data compiled in this way to send any marketing information to you or disclose such information to any third party unless such disclosure is required by law or other binding decision.

6.3 If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. You may disable this function through the "Settings" menu – more details are provided on the web site from which you downloaded the application or on www.support.vodafone.com.

6.4 Please note that transmitting the above information will necessitate sending and receiving small amounts of data over your phone's data connection. You will be charged for this at your normal data tariff.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Software is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Software. Neither we nor our licensors warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free. To the fullest extent permitted by applicable law, we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

To the fullest extent permitted by applicable law, in all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages

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whether arising in tort (including negligence), strict liability, contract or otherwise and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Entire agreement

This EULA constitutes the entire agreement and understanding between the Parties with respect to its subject matter and replaces all previous agreements or understandings, written or otherwise between the Parties with respect to such subject matter.

10. Waiver

The failure to exercise or delay in exercising a right or remedy provided by this EULA or by law does not impair or constitute a waiver of the right or remedy or an impairment or a waiver of other rights or remedies.

11. Rights of Third Parties

This EULA is made solely and specifically between the Parties for the benefit of the Parties. Except as stated in the foregoing sentence, this EULA is not intended to be for the benefit of and shall not be enforceable by any other person and neither Party can declare itself as a trustee of the rights under it for the benefit of any third party.

12. Assignment

You may not assign, transfer, sub-license and/or novate this EULA or any of your rights or obligations hereunder. Vodacom Lesotho may assign, transfer, sub-license and/or novate this EULA and any rights and obligations hereunder, and you hereby give your consent to such assignment, transfer, sub-license and/or novation.

13. Law and Jurisdiction

These terms and conditions shall be governed by the laws of the Kingdom of Lesotho and the parties hereby irrevocably submit to the exclusive jurisdiction of the Magistrate courts.

Lithuania - Bitė Lietuva

Galutinio vartotojo „Vodafone Mobile Broadband“ licencijos sutartis

PRAŠOME ATIDŽIAI PERŽIŪRėti TOLIAU IŠDĖSTYTAS SĄLYGAS PRIEŠ SPUSTELINT MYGTUKĄ „ACCEPT“ (PRIIMU). „ACCEPT“ (PRIIMU) MYGTUKO PASPAUDIMAS REIŠKIA, KAD JŪS PRIIMATE ŠIAS SĄLYGAS IR SUTINKATE JŲ LAIKYtis.

1. Apibrėžimai

Šiose sąlygose toliau išvardytų žodžių reikšmė yra ši: „paslaugos“ reiškia duomenų perdavimą bei kitas paslaugas, kurias siūlo „Vodafone“ pagal eterio laiko sutartį arba kitais pagrindais; „programinė įranga“ reiškia „Vodafone Mobile Broadband“ programinę įrangą kartu su RIM trečiosios šalies programine įranga, išsamiau apibrėžta Priede, kuri jūsų buvo parsisiųsta iš „Vodafone“ interneto svetainės arba jums pateikta techniniame kompiuteriniame įrenginyje arba bet kokioje kitoje laikmenoje atskirai arba kartu su įrenginiu; „trečiosios šalies programinė įranga“ reiškia išsamiau Priede apibrėžtą programinę įrangą, kuriai naudojimosi licencija kai kuriais atvejais yra suteikiama tiesiogiai trečiosios šalies pagal papildomas sąlygas, kurios taip pat išdėstytos Priede; „mes“, „Vodafone“ reiškia UAB „Bitė Lietuva“; „jūs“ reiškia asmenį, kuris naudojasi programine įranga.

2. Naudojimo licencija

Mes jums suteikiame atšaukiamą, neišimtinę asmeninę licenciją paslaugoms naudoti šios programinės įrangos kodo versiją. Mes neprisiimame jokios atsakomybės ar įsipareigojimų bei nesuteikiame licencijos naudoti programinę įrangą su ne mūsų išduota SIM kortele. Jums draudžiama kopijuoti, modifikuoti, atlikti atgalinę inžineriją arba dekompiliuoti programinės įrangos arba kurios nors jos dalies (išskyrus atvejus, kuriuos aiškiai reglamentuoja įstatymai). Jums draudžiama persiųsti, perleisti, leisti naudotis, atiduoti, nuomoti, nuomotis, skolinti ar kitaip platinti arba sudaryti galimybę trečiosioms šalims naudotis programine įranga arba kuria nors jos dalimi.

Galite padaryti vieną atsarginę programinės įrangos kopiją.

Jūs esate visiškai atsakingas už duomenų atsarginių kopijų darymą bei apsaugą nuo duomenų praradimo. Programinę įrangą kartu su SIM kortele galite naudoti jungimuisi prie interneto svetainių, išteklių ir (arba) kitų tinklų pasaulyje. Mes neprisiimame jokios atsakomybės už turinį, paslaugas ar kokius nors nuostolius ar žalą, kurią galite patirti naudodamiesi tokiomis interneto svetainėmis ir tinklais. Jūs sutinkate, kad nenaudosite programinės įrangos ar kurios nors jos dalies, pažeisdami kokius nors šalyje, kurioje naudojate paslaugomis, taikomus įstatymus ar norminius aktus (įskaitant importo arba eksporto įstatymus ir norminius aktus, tačiau tuo neapsiribojant). Be to, jūs sutinkate saugoti paslaptįje ir saugioje vietoje visus slaptažodžius arba kitus jums suteiktus prieigos įrenginius siekiant išvengti neleistino naudojimosi programine įranga. Priklausomai nuo naudojamo įrenginio, programinė įranga aktyvuos tam tikrą Priede nurodytą trečiosios šalies programinę įrangą. Jei Priede nebus nustatyta kitaip, tokiai trečiosios šalies programinei įrangai licencija suteikiama pagal šios Galutinio vartotojo licencijos sutarties sąlygas. Kai kuriai trečiosios šalies programinei įrangai taikomos Priede nurodytos sąlygos, nustatytos programinės įrangos tiekėjo.

3. Nutraukimas

Pasiliekame teisę nutraukti šią Sutartį bet kuriuo metu pateikdami jums pranešimą. Ši Sutartis taip pat automatiškai bus nutraukta jums nesilaikant šių sąlygų arba kurios nors kitos sutarties sąlygų, pagal kurias mes arba mūsų platintojai kaip trečioji šalis jums pateikė šią programinę įrangą. Jūs galite ją nutraukti bet kuriuo metu, pašalindami programinę įrangą bei visas jos atsargines kopijas iš visų savo įrenginių. Nutraukus šią Sutartį, jūs programinės įrangos nebenaudosite ir ją bei visas jos atsargines kopijas ištrinsite iš visų savo įrenginių.

4. Intelektinės nuosavybės teisės

„Vodafone Mobile Broadband“ programinės įrangos ir „Vodafone Mobile Broadband“ programinės įrangos „Look and Feel“ autoriaus teisės priklauso „Vodafone Group Services Limited“. VODAFONE, „Vodafone“ logotipas ir „Vodafone Mobile Connect“ – „Vodafone Group“ prekių ženklai. Mums ir(arba) atitinkamai kitiems mūsų licencijų išdavėjams priklauso visos kitos autoriaus teisės ir prekių ženklai. Tai, kad mes jums pateikėme programinę

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įrangą, nereiškia, kad mes jums perdavėme kokias nors savo arba mūsų licencijos išdavėjų teises į programinę įrangą: mes paprasčiausiai leidžiame jums ja naudotis griežtai pagal šios licencijos sąlygas.

5. Klientų aptarnavimas

Jei jums reikės bet kokios pagalbos naudojantis programine įranga, prašome paskambinti į klientų aptarnavimo centrą numeriu 1501, jei naudojate mūsų tinklą, arba +370 69923230, jei skambinate iš kito tinklo, arba parašyti mums info@bite.lt, arba apsilankykite www.bite.lt tinklalapyje.

6. Unikalus identifikavimo kodas

Jums įdiegus šią programinę įrangą, sukuriama atsitiktinis anoniminis unikalus identifikavimo kodas (UID). UID neleidžia mums identifikuoti individualių vartotojų tapatybės. Jis negali būti naudojamas stebėjimui, kuriose interneto svetainėse vartotojas lankosi arba kuriems elektroninio pašto adresams vartotojas rašo. Naudojant šį UID, jums prisijungus prie mūsų tinklo, mums perduodama ši ne asmeninio pobūdžio informacija:

- a) programinės įrangos versija ir konfigūracija;
- b) prisijungimo metodai, pvz., infraraudonųjų spindulių jungtis bei „Bluetooth“, ir naudojami įrenginiai;
- c) interneto naršyklės ir elektroninio pašto programos versijos informacija;
- d) nešiojamojo kompiuterio ir procesoriaus gamintojo produkto ID;
- e) seanso informacija, įskaitant prisijungimo trukmę ir kokybę ir(arba) ar pavyko prisijungti prisijungimo pradžios vietoje;
- f) „roaming“ paslaugos teikimo metu: šalies kodas ir mobilusis tinklas, prie kurio esate prisijungę;
- g) naudojimosi tipas, pvz.: naršymas internete, rinkmenos siuntimas, prisijungimas prie intraneto;
- h) IMEI (koduotas įrenginio numeris).

Ši informacija bus trečiosios šalies mūsų vardu saugoma apsaugotame serveryje šiais tikslais:

- i) kartais mums gali prireikti atnaujinti su paslaugų teikimu susijusias nuostatas ir tai gali būti daroma be įspėjimo;
- ii) kaskart prisijungęs, kas savaitę ar kas mėnesį (priklausomai nuo jūsų pasirinkimo), būsite informuotas apie įvairius programinės įrangos atnaujinimus bei pataisų paketus. Jums bus suteikta galimybė priimti arba atmesti siūlymus. Didesnes rinkmenas ir(arba) pataisos paketus galėsite atsisiųsti, kai būsite prisijungęs prie spartesnės interneto prieigos, pvz., savo įmonės LAN (vietinio tinklo);
- iii) kaupti anoniminio pobūdžio bendrą informaciją apie naudojamą paslaugai pagerinti.

Jei nenorite, kad UID būtų naudojamas, jūs patys arba jūsų IT vadybininkas gali šią funkciją išjungti. Tačiau atkreiptinas dėmesys į tai, kad „Vodafone“ negalės pilnai palaikyti paslaugų, jei ši funkcija bus išjungta, kadangi nežinosime, kokių atnaujinimų ar programinės įrangos pataisų paketų jums reikės. Išsami informacija, kaip išjungti UID funkciją, pateikiama www.bite.lt/vmc. Atkreipiame dėmesį, kad siunčiant ir priimant pirmiau nurodytą informaciją, per jūsų prieigą bus būtina siųsti nedidelis duomenų kiekius. Už tai turėsite mokėti nustatytą tarifą.

Tipiniai duomenų persiuntimo įkainiai pateikiami www.bite.lt/vmc.

7. Garantijų atsisakymas

Tiek, kiek leidžiama pagal taikomus įstatymus, programinė įranga jums pateikiama „tokia, kokia yra“: be jokios su programine įranga susijusios mūsų licencijos išdavėjų garantijos, sąlygų, pareiškimų ar kitų sąlygų. Nei mes, nei mūsų licencijos išdavėjai negarantuoja, kad programinė įranga atitiks jūsų reikalavimus arba kad programinės įrangos darbas bus nenutrūkstamas ir be klaidų. Tiek, kiek leidžiama pagal įstatymus, mes ir mūsų licencijos išdavėjai atsisakome visų tiesioginių ar numanomų įstatyminių ar bendrosios teisės, arba kitokių garantijų, pareiškimų arba kokio nors pobūdžio sąlygų. Ši sąlyga neturi įtakos įstatymais nustatytiems jūsų teisėms.

8. Atsakomybės ribojimas

Mes būsimės atsakingi, jei mūsų neapdairumas sukels mirtį ar asmens kūno sužalojimą. Visais kitais atvejais mes ir mūsų licencijos išdavėjai nebus atsakingi ir neprivalės jums išmokėti jokios kompensacijos, atlyginimo ar atlyginti nuostolių dėl esamo arba galimo prarasto pelno, pajamų ar apyvartos, prarastos įvaizdžio vertės, parasto gero vardo arba žalos jam, parastų sutarčių arba klientų, negautų numatytų santaupų, parastų arba sugadintų duomenų arba programų, ar dėl bet kurios kitos netiesioginės, išskirtinės, atsitiktinės ar pasekminės žalos, kuri kiltų dėl teisės pažeidimo (įskaitant neapdairumą) ar pagal sutartį ir netgi tuo atveju, jei mes ar mūsų licencijos išdavėjai būtume informuoti apie tokių nuostolių arba žalos atsiradimo galimybę.

9. Taikoma teisė ir jurisdikcija

Šios licencijos sąlygas reglamentuoja šalies, kurioje yra „Vodafone“ juridinis adresas, įstatymai ir jūs sutinkate, kad bus taikoma tos šalies teismų jurisdikcija.

Vodafone Mobile Broadband End User Licences

Luxembourg - Tango

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a Tango website or supplied to you on a Compact Disc, website or directly from device or any other media either by itself or together with the device; "Services" means data transmission and other services offered by Tango under an airtime contract or otherwise; "Software" means the Vodafone software which is supplied to you on the Compact Disc, website or directly from device together with the Mobile Connect/ Broadband Card or downloaded by you separately from a Vodafone website." Tango" "we" "us" means Tango Mobile S.A. .

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Vodafone network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it. You may make one copy of the Software for back up purposes. You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Tango Mobile S.A. 177, r. de Luxembourg L-8077 Bertrange. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Tango Mobile S.A. 177, r. de Luxembourg L-8077 Bertrange .

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our customer service centre on 777 if you are using the Vodafone network, or +352 691 700 777 if you are calling from a different network, or write to us at Vodafone or see www.tango.lu. Additional information may be found at www.support.vodafone.com.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not

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allow Vodafone to identify any individual users by name. It cannot be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information may be forwarded to Vodafone when you connect to the Vodafone network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop and processor manufacturer product ID
- e) Session information including duration and quality/success of connection at location where connection is initiated;
- f) When roaming, the country code and the mobile network to which you are connected;
- g) Type of usage, for example internet browsing, file transfer, intranet access.
- h) IMEI (coded device identity)

This information will be stored on a secure server for the following purposes:

- (i) From time to time Vodafone may need to update service related settings and this may be done without notification.
- (ii) You may be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these updates. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
- (iii) Compiling anonymous aggregate information about usage to improve the Mobile Broadband Service. In no event will Vodafone disclose such information to any third party.

If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodafone may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please find details on how to disable the UID function on the Vodafone support portal at www.tango.lu.

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate and typical charges are provided at the support portal www.tango.lu.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of Luxembourg and the parties hereby irrevocably submit to the exclusive jurisdiction of the Luxembourg courts.

Macedonia – Vip Operator

Договор за лиценца за крајни корисници

ВЕ МОЛИМЕ РАЗГЛЕДАЈТЕ ГИ ВНИМАТЕЛНО СЛЕДНИТЕ УСЛОВИ ПРЕД ДА ГО ОТВОРИТЕ ОВОЈ ПАКЕТ ИЛИ ПРЕД ДА ГО ПРИТИСНЕТЕ КОПЧЕТО “ПРИФАТИ”. ОТВОРАЊЕТО НА ОВОЈ ПАКЕТ ИЛИ ПРИТИСКАЊЕТО НА КОПЧЕТО “ПРИФАТИ” ЗНАЧИ ДЕКА ГИ ПРИФАЌАТЕ ТАКВИТЕ УСЛОВИ И СЕ ОБВРЗУВАТЕ ДА ГИ ПОЧИТУВАТЕ ИСТИТЕ.

1. Дефиниции

Во овие услови, следните зборови го имаат следното значење: “Вие” ја означува личноста која го користи Производот; “Производ” го означува софтверот кој е преземен од Ваша страна, самостојно, од веб-страницата на Водафон, или кој Ви е даден на компакт диск, веб-страница или директно од уред или друг медиум, или самостојно, или заедно со уредот; “Услуги” значи предавање на податоци и други услуги кои ги нуди Водафон под договор за време поминато во разговор (airtime contract) или друго; “Софтвер” го означува софтверот на Водафон кој Ви е даден на компакт дискот, веб-страницата или директно од уредот заедно со картичка за Mobile Connect/ Broadband или преземен посебно од Ваша страна, од веб-страница на Водафон: “ние” “нас” значи *VIP OPERATOR DOOEL Skopje*

2. Лиценца за употреба

Ви доделуваме не-ексклузивна лиценца за да го користите Производот во врска со Услугите. Не прифаќаме било каква одговорност или обврска, ниту пак Ви доделуваме лиценца да го користите софтверот со мрежа или СИМ картичка кои не се од Водафон. Не смеете да го копирате, менувате, да извршите обратно инженерство, или декомпилација на Производот или било каков дел од него (да се зачува до тој степен колку што е дозволено со закон). Не смеете да пренесувате, назначите, подлиценцирате, или на друг начин да го дистрибуирате или да му овозможите на трето лице да го користи Софтверот или Производот, или било кој дел од него.

Може да направите една копија од Софтверот заради имање резервна копија.

Само Вие сте одговорни за преземање внимателни и одговорни мерки за чување резервни податоци и за поинаква заштита од загуба на податоци. Производот заедно со Водафон СИМ картичката, можете да ја користите за да се поврзете со веб-страници, извори и/или мрежи низ целиот свет. Не прифаќаме било каква одговорност за содржината, услугите или било каква загуба или штета која може да ја претрпите со користењето на веб-страници и мрежи. Се согласувате дека нема да го користите Производот или било кој негов дел во спротивност со било какви релевантни закони или прописи. Дополнително се согласувате да ги чувате во тајност и безбедност, било какви лозинки или други уреди за пристап кои може да Ви бидат дадени за да се осигура дека нема да има недозволено користење на Производот.

3. Прекин

Оваа лиценца важи се додека не се прекине. Можете да ја прекинете во било кое време со бришење на Софтверот вклучувајќи и било какви резервни копии од сите Ваши уреди и со враќање на Производот кај нас на *VIP OPERATOR DOOEL Skopje, Vasil Adzilariski bb, 8^{му} срам*. Овој договор автоматски ќе биде прекинат доколку не ги почитувате овие услови или согласно со условите на друг договор кој бил направен од нас, или нашите дистрибутери кои Ви овозможиле пристап до Производот.

По прекилот на овој Договор, ќе престанете да го користите Производот и ќе го избришете Софтверот вклучувајќи ги и резервните копии од сите Ваши уреди и ќе ни го вратите Производот на *VIP OPERATOR DOOEL Skopje, Vasil Adzilariski bb, 8^{му} срам*

4. Права на интелектуална сопственост

Ние и/или нашите даватели на лиценца, во зависност на околностите, ги поседуваме сите авторски права, права на дизајн, “Изглед и чувство” (“Look and Feel”), заштитните знаци и други интелектуални права на сопственост на Производот. Со тоа што сме Ве снабдиле со Производот, не значи дека сме Ви префрлиле било кои од нашите права, или правата на нашите даватели на лиценца, врз Производот на Вас, едноставно сме Ви дозволиле да го користите строго во рамките на условите поставени во оваа лиценца.

5. Услуги за корисници

Доколку Ви треба помош во врска со Производот јавете се во нашиот центар за кориснички услуги на +389771234 ако ја користите мрежата на Водафон, или +389771234 ако се јавувате од друга мрежа, или

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пишете ни на Водафон или видете на www.vip.mk

6. Единствен идентификатор

Кога ќе го инсталирате овој Софтвер се прави случаен анонимен единствен идентификатор (UID). Единствениот идентификатор не дозволува Водафон да ги идентификува поединечните корисници по име. Не може да се користи за да се следи која веб-страница е посетена или адреси на е-пошта кои ги контактирале корисниците. Со помош на овој единствен идентификатор, следните видови на информации кои не се лични, може да се препратат до Водафон кога ќе се поврзете со мрежата на Водафон:

- а) Верзија и конфигурација на Софтверот
- б) Методи на поврзливост, како што е infrared и Bluetooth, и користени уреди
- в) Интернет прелистувач и детали за верзија на софтвер за е-пошта
- г) Идентификација на производител на лаптоп и процесор
- д) Информации за сесијата вклучувајќи и времетраење и квалитет/успех на конекција на локацијата каде била почната конекцијата;
- ѓ) Кога сте во роаминг, кодот на земјата и мобилната мрежа на која сте приклучени;
- е) Вид на употреба, на пример, интернет прелистување, пренос на датотеки, пристап до интернет.
- ж) Единствен број на мобилен телефон (IMEI) (идентификација на кодиран уред)

Оваа информација ќе биде зачувана на безбеден сервер поради следните причини:

- (i) Од време на време Водафон може да треба да изврши ажурирање на поставки во врска со услугата и ова може да се изврши без известување.
 - (ii) Може да бидете известени за разни ажурирања и мали корекции (patches) на софтверот, секогаш кога ќе се поврзете, неделно или месечно, во зависност од Вашите претпочитања. Ќе Ви се даде избор дали да ги прифатите. Може да се решите да преземете поголеми датотеки/мали корекции кога ќе се поврзете преку побрза интернет конекција како што е Вашата корпоративска локална мрежа (LAN).
 - (iii) Собирање на анонимни вкупни информации во врска со користењето, со цел да се подобри Услугата Mobile Broadband. Водафон во никој случај нема да ги открие тие информации на трети лица.
- Доколку не сакате да се користи единствен идентификатор, тогаш Вие или Вашиот ИТ менаџер можете да ја исклучите оваа функција. Но, треба да се забележи дека Водафон може да не биде во можност целосно да ги поддржи Услугите ако се исклучи оваа функција, бидејќи нема да бидеме информирани какви ажурирања или мали корекции ќе Ви бидат потребни. Ве молиме најдете детали за тоа како да ја исклучите функцијата за единствен идентификатор на порталот за поддршка на Водафон на www.vip.mk. Ве молиме внимавајте на тоа дека примање или праќање на горенаведените информации ќе значи праќање мал број на податоци преку Вашата конекција. За тоа ќе Ви биде наплатено по стапка за која сте се согласиле и вообичаените трошоци се дадени на порталот за поддршка www.vip.mk. Ве молиме видете на веб-страницата за поддршка во врска со вообичаените трошоци.

7. Исклучување на гаранција

Производот Ви се доставува “како што е” колку што дозволува применливиот закон, без гаранција, услови, репрезентирање или други услови во врска со Производот од страна на нашите даватели на лиценца. Ниту ние, ниту нашите даватели на лиценца не гарантираме дека Производот ќе ги задоволи Вашите барања или дека работата на Производот ќе биде непрекината или без грешка. Ние и нашите даватели на лиценца се откажуваме и исклучуваме секакви гаранции, репрезентирања и било какви други услови, изразени или наметнати, или кои произлегуваат од било каков статут, право или друго, во границите кои ги дозволува законот. Оваа клаузула не влијае врз Вашите статутарни права.

8. Ограничување на обврска

Ние ќе имаме обврска кон Вас доколку нашето невнимание предизвика смрт или лична повреда. Во сите други околности ние или нашите даватели на лиценца нема да имаме обврска кон Вас за било какво обесштетување, надомест или штета поради загуба на сегашни или идни добивки, загуба на приход, обрт на продажба; загуба на добра волја; загуба или штета нанесена на податоците и програмите или други причини, или индиректни, посебни, случајни или последователни штети кои настануваат од прекршок (вклучувајќи и невнимание) или договор и дури ако ние или нашите даватели на лиценца сме запознаени со можноста да настанат таквите загуби и штети.

9. Закон и надлежност

Овие услови ќе се водат според законите на Англија и со ова страните неотповикливо подлежат на ексклузивната надлежност на англиските судови.

Vodafone Mobile Broadband End User Licences

Malaysia - Celcom Malaysia

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a Celcom website or supplied to you on a Compact Disc or any other media either by itself or together with the Vodafone Mobile Connect Card; "Services" means data transmission and other services offered by Celcom under contract or otherwise; "Software" means the Vodafone Mobile Connect software which is supplied to you on the Compact Disc together with the Mobile Connect Card or downloaded by you separately from a Celcom website; "we" "us" means Celcom Mobile Sdn Bhd.

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Celcom network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it. You may only use the Product with one computer. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the Celcom SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Celcom Mobile Sdn Bhd., Enterprise Sales Division, 18th. Floor, Menara Celcom, No. 82, Jalan Raja Muda Abd. Aziz 50300 Kuala Lumpur, Malaysia. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Celcom Mobile Sdn Bhd., Enterprise Sales Division, 18th. Floor, Menara Celcom, No. 82, Jalan Raja Muda Abd. Aziz 50300 Kuala Lumpur, Malaysia.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our 24-hour hotline on 1300 111 000 or 1111 (calling from mobile phones).

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not

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allow Celcom to identify any individual users by name. It cannot be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information will be forwarded to Celcom when you connect to the Celcom network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop manufacturer product ID
- e) Session information
- f) When roaming, the country code and the mobile network to which you are connected.

This information will be stored on a secure server for the following purposes:

- (i) From time to time Celcom may need to update service related settings -this may be done without notification.
- (ii) You will be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
- (iii) Compiling anonymous aggregate information about usage to improve the Mobile Connect Service. In no event will Celcom use any aggregate data compiled in this way to send any marketing information to you or disclose such information to any third party.

If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Celcom may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. To disable the UID function, please call our 24-hour hotline on 1300 111 000 or 1111 (calling from mobile phones).

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of Malaysia and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

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Malta - Vodafone Malta

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a Vodafone website or supplied to you on a Compact Disc or any other media either by itself or together with the Vodafone Connect/ Broadband Card; "Services" means data transmission and other services offered by Vodafone under a GPRS airtime contract or otherwise; "Software" means the dashboard software which is supplied to you on the Compact Disc together with the Mobile Connect/ Broadband Card or downloaded by you separately from a Vodafone website; "we" "us" means Vodafone Malta.

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it.

You may only use the Product with one computer. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the Vodafone SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Vodafone House, Msida Road, Birkirkara, Malta, BKR 14.

This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Vodafone House, Msida Road, Birkirkara, Malta, BKR 14.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our customer service centre on 247 if you are using the Vodafone network, or +356 21482820 if you are calling from a different network, or write to us at Vodafone.

6. Unique Identifier

A Unique Identifier (UID) will be created when you install this Software. Using this UID, the following types of information will be forwarded to Vodafone when you connect to the Vodafone network:

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- a) Version and configuration of the Software
- b) Connectivity methods, such as infra-red and Bluetooth, & devices used
- c) Web Browser and email software version details
- d) Laptop manufacturer product ID
- e) Session information
- f) When roaming, the country code and the mobile network to which you are connected.

This information will be stored on a secure server for the purposes of facilitating future updates and upgrades of the Software. In addition, this information may be used to enable Vodafone to improve the Mobile Broadband Service. The data will not be used to monitor which web sites have been visited or e-mail addresses contacted by users.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise.

This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of Malta and the parties hereby irrevocably submit to the exclusive jurisdiction of the Maltese courts.

Vodafone Mobile Broadband End User Licences

Mozambique - Vodacom Mozambique

Termos e Condições de Utilização

LEIA CUIDADOSAMENTE OS SEGUINTE TERMOS E CONDIÇÕES DE UTILIZAÇÃO ANTES DE ABRIR ESTA EMBALAGEM OU CARREGAR NO BOTÃO “ACEITO”. AO ABRIR ESTA EMBALAGEM OU AO CARREGAR NO BOTÃO “ACEITO”, O UTILIZADOR MANIFESTA A ACEITAÇÃO DOS PRESENTES TERMOS E CONDIÇÕES CONCORDANDO EM FICAR VINCULADO AOS MESMOS

1. Definições

No âmbito deste contrato, as expressões abaixo identificadas terão os seguintes significados: “Utilizador” significa a pessoa que utiliza o Produto; “Produto” significa o software descarregado pelo Utilizador a partir de um site da Vodacom ou fornecido ao Utilizador em Compact Disc ou qualquer outro suporte individualmente ou em conjunto com o equipamento; “Serviços” significa o serviço de transmissão de dados e outros serviços oferecidos pela Vodacom ao abrigo de um contrato de Serviço Telefónico Móvel; “Software” significa o software Vodacom fornecido ao Utilizador em Compact Disc ou descarregado pelo Utilizador a partir de um site da Vodacom ou fornecido directamente com o equipamento; “Vodacom” significa a Vodacom Moçambique, registada como VM, SA.

2. Licença de Utilização

A Vodacom concede ao Utilizador uma licença não exclusiva de utilização do Produto em conjunto com os Serviços. Para o efeito, o Utilizador deve ter um contrato de Serviço Telefónico Móvel com a Vodacom e ser detentor de um cartão SIM da Vodacom. A Vodacom não autoriza nem aceita qualquer responsabilidade pela utilização do Software em conjunto com um cartão SIM que não seja da Vodacom ou numa rede que não a sua. Com excepção do expressamente permitido por lei, ao Utilizador não é permitida a cópia, alteração, engenharia inversa ou descompilação do Produto e/ou do Software incluído no Produto ou em qualquer outra parte deste. O Utilizador não pode transferir, ceder, sub-licenciar ou de outra forma distribuir ou disponibilizar a terceiros a utilização do Software ou do Produto ou de qualquer uma das suas partes integrantes. O Utilizador pode efectuar uma cópia do Software, como cópia de segurança. O Utilizador é o único responsável pela adopção de medidas adequadas à salvaguarda dos dados ou à protecção contra uma eventual perda de dados. O Produto juntamente com o cartão SIM da Vodacom pode ser empregue pelo Utilizador para aceder a websites, recursos e/ou redes mundiais. A Vodacom não aceita qualquer responsabilidade pelos conteúdos e serviços disponibilizados por esses websites e redes ou por eventuais danos ou prejuízos que decorram do acesso e utilização desses websites e redes pelo Utilizador. O Utilizador compromete-se a não utilizar o Produto ou qualquer uma das suas partes integrantes em violação de quaisquer leis ou regulamentação aplicáveis. O Utilizador compromete-se, ainda, a manter em sigilo e em local seguro quaisquer palavras passe ou outros dispositivos de acesso que lhe possam ser fornecidos neste âmbito, de forma a evitar a utilização não autorizada do Produto.

3. Rescisão

Esta licença é válida até à sua rescisão. O Utilizador pode rescindir esta licença, em qualquer altura, removendo o programa de todos os dispositivos que possuir e devolvendo o Produto em qualquer loja da Vodacom ou destruindo o mesmo. Este Contrato cessará automaticamente no caso de incumprimento por parte do Utilizador das obrigações constantes do presente Contrato ou das obrigações constantes de qualquer outro Contrato ao abrigo do qual a Vodacom ou algum dos seus agentes tenha disponibilizado o Produto ao Utilizador. Com a cessação do presente Contrato, o Utilizador deixará de utilizar este Produto devendo remover o programa, incluindo todas as cópias de segurança, de todos os dispositivos que possuir e devolver o Produto em qualquer loja da Vodacom.

4. Direitos de Propriedade Intelectual

A Vodacom e/ou os seus Licenciadores, conforme for o caso, são os titulares de todos os direitos de autor, design, marcas

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registadas e outros direitos de propriedade intelectual sobre o Produto. O facto de a Vodacom ter fornecido o Produto ao Utilizador não significa que a mesma tenha transferido para o Utilizador quaisquer direitos sobre o Produto. O Utilizador encontra-se apenas autorizado a utilizar o Produto no estrito cumprimento dos termos e condições desta licença.

5. Apoio ao Cliente

Caso o Utilizador necessite de ajuda com o Produto, este deve contactar o Serviço de Apoio ao Cliente da Vodacom através do número de telefone 84111.

6. Identificação Única

Quando instalar este Software será criada uma Chave de Identificação Única (UID).

A UID é anónima, não permitindo à Vodacom identificar qualquer Utilizador singular pelo nome. A UID não poderá ser utilizada para monitorizar os websites visitados ou os endereços de correio electrónico utilizados. Sempre que se ligar à rede da Vodacom, utilizando esta UID, serão enviadas à Vodacom as seguintes informações:

- a) Versão e configuração do Software
- b) Meios de conexão, tais como infra-vermelhos, Blue Tooth e quaisquer outros meios utilizados
- c) Detalhes sobre o Web browser e sobre a versão de software de correio electrónico
- d) Identificação do fabricante do computador portátil em utilização
- e) Informações sobre a sessão, tais como a sua duração e volume de dados
- f) Quando em roaming, o código do país e a rede móvel à qual o utilizador se encontra ligado.
- g) Tipo de utilização, por exemplo o browser de Internet
- h) Imei (International Mobile Equipment Identity)

Esta informação será armazenada num servidor seguro com os seguintes propósitos:

- (i) De tempos a tempos a Vodacom poderá necessitar de actualizar os parâmetros do serviço, o que poderá ser efectuado sem prévia notificação ao Utilizador.
- (ii) Dependendo da sua preferência, o Utilizador será notificado semanal ou mensalmente, sobre as diversas actualizações e rectificações do Software sempre que se ligar à rede. O Utilizador poderá optar por aceitar ou rejeitar estas actualizações e rectificações. O Utilizador poderá descarregar ficheiros mais pesados sempre que se ligar à internet através de um acesso mais rápido, como seja uma rede de dados empresarial.
- (iii) Compilar informação anónima agregada sobre a utilização do serviço Mobile Broadband por forma a melhorar o fornecimento do mesmo. Em caso algum irá a Vodacom utilizar os dados recolhidos para efeitos de marketing, comprometendo-se a não divulgar a terceiros a informação recolhida.

Na eventualidade de o Utilizador não querer que a UID seja utilizada poderá desactivá-la. Porém, se a UID for desactivada, a Vodacom poderá ver-se impossibilitada de prestar apoio técnico ao Serviço, uma vez que deixará de ter informações sobre as actualizações ou rectificações de que o Utilizador necessita.

Nota: O envio e recepção da informação acima indicada, envolverá a transmissão de pequenas quantidades de dados através da ligação do Utilizador, ao qual serão cobrados os respectivos custos. Os custos desta operação estão disponíveis para consulta no portal da Vodacom www.vm.co.mz.

7. Exclusão de garantias

Até ao limite máximo permitido pela lei aplicável, o Produto é fornecido ao Utilizador “tal como está” sem que qualquer garantia, condições, representações ou outros termos relacionados com o Produto, lhe sejam prestados pelos Licenciadores. Nem a Vodacom nem os seus licenciadores garantem que o Produto esteja de acordo com as exigências do Utilizador ou que o funcionamento do Produto seja ininterrupto e sem erros. Dentro dos limites estabelecidos por lei, a Vodacom e seus licenciadores excluem todas as garantias, representações e condições, implícitas ou explícitas, resultantes de quaisquer regulamentos ou uso.

8. Limitação de Responsabilidade

A Vodacom será responsável perante o Utilizador se, por negligência, for causadora de morte ou danos pessoais. Em qualquer outra circunstância a Vodacom ou os seus licenciadores não se responsabilizam, dentro dos limites permitidos

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por Lei, por qualquer indemnização, reembolso ou prejuízos resultantes da perda de lucros presentes ou futuros, perda de rendimento, volume de negócios; perda de goodwill; perda ou danos na reputação; perda de contratos ou clientes; perda de poupanças previstas; perda ou danos em dados ou programas ou quaisquer outros danos directos ou indirectos, mesmo que a Vodacom ou os seus licenciadores tenham sido informados da possibilidade de ocorrência de tais perdas ou danos.

9. Lei e Jurisdição

Os presentes termos e condições regem-se pela lei Portuguesa. Para qualquer questão emergente da violação ou interpretação dos presentes termos e condições é competente o Tribunal Judicial da Cidade de Maputo, República de Moçambique.

Netherlands - Vodafone Netherlands

Eindgebruikerslicentie-overeenkomst

ALVORENS DIT PAKKET TE OPENEN OF OP DE KNOP 'AKKOORD' TE KLIKKEN, RADEN WIJ U AAN ONDERSTAANDE VOORWAARDEN ZORGVULDIG DOOR TE LEZEN. DOOR DIT PAKKET TE OPENEN OF OP 'AKKOORD' TE KLIKKEN, GEEFT U AAN DAT U DEZE VOORWAARDEN ACCEPTEERT EN ZICH ERAAN GEBONDEN ACHT.

1. Definities

In deze voorwaarden hebben de volgende termen de volgende betekenis:

1.1. 'U' of 'u': degene die het Product gebruikt;

1.2. 'Product': de Software die u van de Vodafone website heeft gedownload of die – hetzij afzonderlijk hetzij samen met het apparaat – op een compact disc, of een ander medium zoals een USB-stick of geheugenkaart is geleverd;

1.3 'Diensten': datatransmissie en andere door Vodafone geleverde diensten op grond van onder andere een abonnement;

1.4 Software': de Vodafone-software die onder andere – hetzij afzonderlijk hetzij samen met het apparaat - op een compact disc, of een ander medium zoals een USB-stick of geheugenkaart is geleverd, of die U rechtstreeks van een Vodafone website heeft gedownload.

1.5 'Vodafone': Vodafone Libertel B.V., statutair gevestigd te (6221 KX) Maastricht aan de Avenue Ceramique 300.

2. Gebruikslicentie

Vodafone verleent U een niet-exclusief gebruiksrecht om het Product te gebruiken ten behoeve van van de Diensten. Vodafone aanvaardt geen aansprakelijkheid noch verleent zij enig gebruiksrecht voor het gebruik van de Software in combinatie met een niet aan Vodafone toebehorend(e) netwerk of SIM-kaart.

Het is u niet toegestaan het Product en/of de daarin of daarop opgenomen Software geheel of gedeeltelijk te kopiëren, te wijzigen, te reverse-engineeren of te decompileren (behalve voor zover uitdrukkelijk wettelijk is toegestaan). Ook is u evenmin toegestaan om de Software of het Product geheel of gedeeltelijk over te dragen, te cederen, in sublicentie te geven en/of anderszins te distribueren, dan wel derden in staat te stellen ervan gebruik te maken.

Het is uitsluitend toegestaan één kopie van de Software voor back-updoeleinden te maken.

U bent alleenverantwoordelijk voor het nemen van zorgvuldige en geëigende maatregelen voor het maken van back-ups van gegevens te maken en het anderszins voorzien in bescherming tegen gegevensverlies.

Het is toegestaan het Product in combinatie met de Vodafone SIM-kaart te gebruiken om verbinding te maken met websites, faciliteiten en/of netwerken in de hele wereld. Vodafone aanvaardt geen enkele aansprakelijkheid en is niet verantwoordelijk voor de inhoud van of de dienstverlening door dergelijke websites en netwerken, noch voor door u geleden schade of verlies als gevolg van het gebruik daarvan. Het is u niet toegestaan (enige deel van) het Product, in strijd met de relevante wet- of regelgeving te gebruiken. U staat in voor de geheimhouding van wachtwoorden en/of toegangsapparatuur die aan u zijn verstrekt, en deze op een veilige plaats te bewaren, ter voorkoming van ongeoorloofd gebruik van het Product.

3. Beëindiging

Deze eindgebruikers licentieovereenkomst blijft van kracht totdat deze wordt beëindigd. U kunt het gebruiksrecht te allen tijde beëindigen door de Software, met inbegrip van alle back-ups van al uw apparatuur te verwijderen en het Product aan Vodafone te retourneren. Deze gebruiksrechtsovereenkomst wordt automatisch beëindigd indien u deze voorwaarden of de voorwaarden van enige andere overeenkomst uit hoofde waarvan wij of onze externe distributeurs het Product aan u ter beschikking hebben gesteld, niet nakomt. Na beëindiging van de gebruiksrechtsovereenkomst dient u ieder gebruik van het Product te staken, de Software – met inbegrip van alle back-ups – van al uw apparatuur te verwijderen en het Product aan Vodafone te retourneren.

4. Intellectuele-eigendomsrechten

Vodafone c.q. haar licentiegever(s) bezitten alle auteursrechten, modelrechten, handelsmerken en andere intellectuele eigendomsrechten met betrekking tot het Product. Door het Product aan u ter beschikking te stellen, worden de hiervoor genoemde rechten van Vodafone c.q. haar licentiegever(s) op het Product niet aan

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u overgedragen. Vodafone stelt u uitsluitend in de gelegenheid het Product, strikt volgens de voorwaarden van dit gebruiksrecht te gebruiken.

5. Klantenservice

Indien u hulp nodig hebt met betrekking tot het Product, dan kunt u telefonisch contact opnemen met Vodafone Klantenservice op nummer 1200 of, indien U gebruik maakt van het Vodafone-netwerk, of +31 654 500 100 indien u vanuit een ander netwerk belt, of schrijven naar: Vodafone Klantenservice, Postbus 1500, 6201 BM, Maastricht, of kijken op www.vodafone.nl.

6. Unieke identificatie

Wanneer u deze Software installeert, wordt een willekeurige anonieme unieke identificatie (UID) aangemaakt. Aan de hand van de UID is het voor Vodafone niet mogelijk individuele gebruikers te identificeren. Ook kan de UID niet gebruikt worden om te registreren welke websites bezocht zijn of welke e-mailadressen gebruikt zijn. Wanneer u verbinding maakt het Vodafone-netwerk kunnen de volgende niet-persoonlijke gegevens naar Vodafone verstuurd worden, middels gebruikmaking van de UID:

- a) versie en configuratie van de Software;
- b) wijze van verbinding, zoals infrarood en Bluetooth, en gebruikte (rand)apparatuur;
- c) versiegegevens van webbrowser en e-mailsoftware;
- d) product-ID laptop- en processorfabrikant;
- e) sessie-informatie, zoals duur en kwaliteit/totstandkoming van verbinding op de locatie waar de verbinding wordt geïnitieerd;
- f) in geval van roaming, de landcode en het mobiele netwerk waarmee u verbonden bent;
- g) type gebruik, bijvoorbeeld zoeken op internet, het verzenden en ontvangen van bestanden, toegang tot intranet;
- h) IMEI (serienummer van het toestel).

Deze informatie wordt opgeslagen op een beveiligde server voor de volgende doeleinden:

- (i) Van tijd tot tijd kan Vodafone genoodzaakt zijn instellingen voor de diensten te updaten. Dit kan zonder nadere aankondiging worden uitgevoerd.
 - (ii) Wanneer u verbinding maakt, wordt u geïnformeerd over diverse software-updates en software-patches. Afhankelijk van uw voorkeur gebeurt dit wekelijks of maandelijks. U kunt kiezen of u deze al dan niet wilt accepteren. U kunt besluiten grotere bestanden/patches te downloaden wanneer u bent aangesloten via een snellere internetverbinding, zoals uw bedrijfsnetwerk (LAN).
 - (iii) Op geanonimiseerde basis wordt geaggregeerde informatie over het gebruik verzameld om de Software te verbeteren. Vodafone zal dergelijke informatie nimmer aan derden bekendmaken.
- Als u geen prijs stelt op de UID-toepassing, kunt u deze functie uitschakelen of door uw IT-manager laten uitschakelen. Vodafone wijst er echter op dat zij de Diensten wellicht niet volledig kan ondersteunen als deze functie is uitgeschakeld, omdat dan niet bekend is welke updates of software-patches u nodig hebt. Voor meer informatie over het uitschakelen van de UID-functie kunt u terecht op de Vodafone support-website: www.vodafone.nl.

Vodafone wijst U er op dat het voor het verzenden en ontvangen van bovengenoemde informatie noodzakelijk is om kleine hoeveelheden gegevens via uw verbinding te versturen. De kosten daarvan worden aan u in rekening gebracht volgens het overeengekomen tarief. De gangbare tarieven zijn te vinden op de Vodafone support-website (www.vodafone.nl).

7. Uitsluiting van garanties

Voor zover op grond van toepasselijk recht toegestaan, wordt het Product aan u verstrekt in de toestand waarin het zich bevindt ("as is"), zonder enige garantie, voorwaarden, verklaringen of andere bepalingen ten aanzien van het Product van onze licentiegever(s). Noch Vodafone, noch haar licentiegever(s) garanderen dat het Product aan uw eisen zal voldoen of dat de werking van het Product ongestoord of foutloos zal verlopen. Voor zover wettelijk toegestaan, worden alle – expliciete of impliciete – garanties, verklaringen, voorwaarden en andere bepalingen van welke aard dan ook door Vodafone en haar licentiegever(s) afgewezen en uitgesloten, ongeacht of deze voortvloeien uit de wet, het gewonterecht of anderszins. Deze bepaling laat uw wettelijke rechten onverlet.

8. Beperkte aansprakelijkheid

Vodafone is jegens u aansprakelijk indien haar nalatigheid leidt tot de dood of lichamelijk letsel. In alle andere omstandigheden is Vodafone c.q. haar licentiegever(s) niet jegens U aansprakelijk voor enige compensatie en/of (schade)vergoeding op grond van onder andere winstderving (nu of in de toekomst), inkomsten- en/of omzetderving, verlies van goodwill, reputatieschade, gemiste opdrachten of klanten, gemiste verwachte

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besparingen, verlies van of schade aan gegevens en/of programma's, of welke andere reden dan ook, dan wel indirecte, bijzondere, gevolg- of bedrijfsschade, ongeacht of deze voortvloeit uit onrechtmatige daad (met inbegrip van nalatigheid) of contract, zelfs in het geval wanneer Vodafone of haar licentiegever(s) op de hoogte zijn gesteld van de mogelijkheid van dergelijke verliezen of schade.

9. Toepasselijk recht en bevoegdheid

Op deze voorwaarden is Nederlands recht van toepassing. Partijen onderwerpen zich bij dezen onherroepelijk aan de exclusieve bevoegdheid van de Rechtbank te Amsterdam.

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New Zealand - Vodafone New Zealand

End-User License Agreement

PLEASE REVIEW THE FOLLOWING LICENCE TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE. IF YOU DO NOT AGREE TO ALL THESE TERMS AND CONDITIONS, CLICK ON THE "DECLINE" BUTTON AND THE PROGRAM WILL NOT BE DOWNLOADED ONTO YOUR COMPUTER.

1. Definitions

In this licence the following words shall have the following meanings: "you" means the person using the Software; "Services" means data transmission and other services offered by Vodafone under a mobile data airtime contract or otherwise; "Software" means the Dashboard software which is either supplied to you on the Compact Disc or any other media by itself or together with the Vodafone Connect/ Broadband Card or downloaded by you separately from a Vodafone website; "we", "us" or "our" means Vodafone New Zealand Limited.

2. Licence to Use

We grant you a non-exclusive licence to use the Software in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Vodafone network or SIM card. You may not copy, modify, reverse engineer or decompile the Software or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or any part of it.

You may only use the Software with one computer. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Software together with the Vodafone SIM card and your Vodafone data device may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Software or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Software.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices. This licence shall automatically terminate if you fail to comply with the terms and conditions contained in it or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Software available to you or your contract for the Services is terminated for any reason.

Upon termination of this Agreement, you will cease to use the Software and delete the Software including any back-up copies from all your devices.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Software. The fact that we have supplied you with the Software does not mean that we have transferred any of our or our licensors rights in the Software to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Software please call our customer service centre on 777 if you are using the Vodafone New Zealand network, or +64 9 355 2007 if you are calling from a different network or from Overseas, or write to us at:

Vodafone New Zealand

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Customer Services
PO Box 92161
Auckland 1030
New Zealand.

If you are a Vodafone customer from another jurisdiction, please contact your local support team.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow Vodafone to identify any individual users by name. It can not be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information will be forwarded to Vodafone when you connect to the Vodafone network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web Browser and email software version details
- d) Laptop manufacturer product ID
- e) Session information
- f) When roaming, the country code and the mobile network to which you are connected.

This information will be stored on a secure server for the following purposes:

- (i) From time to time Vodafone may need to update service related settings, this may be done without notification.
- (ii) You will be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
- (iii) compiling anonymous aggregate information about usage to improve the Mobile Broadband Service. In no event will Vodafone use any aggregate data compiled in this way to send any marketing information to you or disclose such information to any third party.

If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodafone may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please contact the Vodafone customer service centre on the number set out above for details on how to disable the UID function. Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Software is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Software from our licensors. Neither we nor our licensors warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances and to the fullest extent permitted by applicable law we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

The New Zealand Consumer Guarantees Act 1993 ("Act") may apply to the supply of the Software under this licence. If the Act applies, then notwithstanding any provision in this licence, you may have rights and remedies as set out in the Act which may apply in addition to, or to the extent that they are inconsistent, instead of the terms of this licence, provided that if you are, or have indicated to us or our licensors that you are, acquiring the program for business purposes or for re-supply in trade, then you agree that the provisions of the Act will not apply and that your rights are limited to those contained in this licence.

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9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of New Zealand and the parties hereby irrevocably submit to the exclusive jurisdiction of the New Zealand courts.

10. Usage Window Accuracy

All amounts shown in the Usage window are approximate.

Various factors, including other programs running on your computer (e.g. automatic updates or compression software) may cause differences between the amount of data shown as transferred in the Usage window, and the transfer actually recorded by mobile networks. These differences may sometimes be large.

Your actual usage, rounded up as per our rounding policy (see www.vodafone.co.nz/mobileconnect for latest KB price rounding), will be recorded in your monthly bill and our charges are calculated on this basis.

Norway - TDC Norway

Lisensavtale for sluttbruker

VI BER DEG LESE GJENNOM FØLGENDE VILKÅR FØR DU ÅPNER DENNE PAKKEN, ELLER DU KAN KLIKE PÅ KNAPPEN "ACCEPTÉR" (GODTA). VED Å ÅPNE PAKKEN ELLER KLIKE PÅ KNAPPEN "ACCEPTÉR" (GODTA) GODTAR DU DE VILKÅRENE OG BETINGELSENE SOM ER ANGITT HER, OG DU ER INNFORSTÅTT MED AT DU ER BUNDET AV DISSE.

1. Definisjoner

I disse vilkårene og betingelsene har følgende ord følgende betydning: "du" betyr den personen som anvender Produktet; "Produktet" betyr den programvaren som du har lastet ned fra et Vodafone/TDC-nettsted, eller som du har mottatt på en CD eller et annet medium, enten separat eller sammen med Vodafone Mobile Connect/ Broadband Card; "Tjenester" betyr dataoverføring eller andre tjenester som TDC tilbyr i henhold til en GPRS-forbindelsesavtale eller annet; "Programvare" betyr den Vodafone Mobile Broadband-programvaren som du har mottatt på CD-en sammen med Mobile Connect/ Broadband Card, eller som du har hentet separat på et Vodafone/TDC-nettsted; "vi" og "oss" betyr TDC AS.

2. Brukerlisens

Vi gir deg herved en ikke-eksklusiv lisens til å bruke Produktet i forbindelse med Tjenestene. Vi påtar oss intet ansvar for bruken av og gir deg ingen lisens til å bruke Programvaren sammen med andre nettverk eller SIM-kort enn Vodafone/TDC-nettverk eller -SIM-kort. Det er ikke tillatt å kopiere, endre, utføre omvendt utvikling (reverse engineering) eller dekompile Produktet og/eller den programvaren som Produktet inneholder, og heller ingen deler av den (unntatt i det omfang dette er uttrykkelig tillatt ifølge den gjeldende lovgivningen). Det er ikke tillatt å overføre, tildele, utstede underlisens til eller på annen måte distribuere eller sette tredjeparter i stand til å benytte Programvaren eller Produktet eller en hvilken som helst del av den/det. Du kan kun bruke Produktet på én datamaskin. Du kan kun opprette én sikkerhetskopi av Produktet. Du er selv ansvarlig for å ta de nødvendige forholdsregler for å sikkerhetskopiere data eller på annen måte sikre at data ikke går tapt. Produktet kan sammen med Vodafone/TDC-SIM-kortet brukes av deg til å opprette forbindelse til nettsteder, ressurser og/eller nettverk over hele verden. Vi påtar oss intet ansvar for innhold eller tjenester på disse nettstedene eller nettverkene, og heller ikke for tap eller skader som du måtte bli utsatt for ved å bruke slike nettsteder og nettverk. Du aksepterer dessuten at du ikke har lov til å benytte Produktet eller noen deler av det på en måte som er i strid med de til enhver tid gjeldende lover eller bestemmelser. Du aksepterer også at du må hemmeligholde og sikre forsvarlig oppbevaring av passord/adgangskoder eller annet adgangsutstyr som du har mottatt, med tanke på å forhindre uautorisert bruk av Produktet.

3. Opphør

Denne lisensen gjelder inntil den bringes til opphør. Du kan når som helst bringe lisensen til opphør ved å slette Programvaren og en eventuell sikkerhetskopi fra alt utstyret ditt og returnere Produktet til TDC AS, Sandakerveien 130, Postboks 4600 Nydalen, 0405 Oslo. Denne avtalen opphører automatisk hvis du misligholder vilkårene og betingelsene ovenfor, eller vilkårene og betingelsene i en hvilken som helst annen avtale som Vodafone Limited eller våre tredjepartsdistributører har anvendt for å gjøre Produktet tilgjengelig for deg. Etter opphør av denne Avtalen er du pålagt å avslutte bruken av Produktet og slette Programvaren og en eventuell sikkerhetskopi fra alt utstyret ditt og returnere Produktet til TDC AS, Sandakerveien 130, Postboks 4600 Nydalen, 0405 Oslo.

4. Immaterielle rettigheter

Vi og/eller våre lisensgivere, alt etter hva som måtte være tilfellet, eier alle opphavsrettigheter, utførselsrettigheter, "Look and Feel", varemerker og andre immaterielle rettigheter i og til Produktet. Det faktum at vi har levert Produktet til deg, betyr ikke at vi har overført våre eller våre lisensgiveres rettigheter til Produktet til deg, men bare at vi har gitt deg tillatelse til å benytte det utelukkende i henhold til de vilkårene og betingelsene som er angitt i denne lisensen.

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5. Kundeservice

Hvis du har trengt hjelp med Produktet, kan du ringe til vårt kundeservicesenter på +47 51201755 / 03150, eller du kan skrive til TDC AS, Sandakerveien 130, Postboks 4600 Nydalen, 0405 Oslo.

6. Unik identifikator

Når du installerer denne Programvaren, opprettes det en vilkårlig unik identifikator (UID). Denne UID-en gjør det umulig for Vodafone/TDC å identifisere navnet på en enkeltbruker. Den kan ikke brukes til å overvåke hvilke nettsteder brukeren har besøkt eller hvilke e-postadresser brukeren har kommunisert med. Når du bruker denne UID-en, videresendes følgende ikke-personlige opplysninger til Vodafone/TDC når du oppretter forbindelse til Vodafone/TDC-nettverket:

- a) Programvareversjon og –konfigurasjon
- b) Tilkoblingsmetoder, f.eks. infrarød tilkobling og Bluetooth, og anvendt utstyr
- c) Opplysninger om nettleser og programvareversjon for e-postklient
- d) Produkt-ID for produsenten av den bærbare datamaskinen
- e) Øktopplysninger
- f) Ved roaming, den landskoden og det mobilnettverket du er tilknyttet.

Disse opplysningene lagres på en sikker server med henblikk på følgende:

- (i) Fra tid til annen er det nødvendig for Vodafone/TDC å oppdatere tjenesterrelaterte innstillinger – dette kan gjøres uten at det sendes ut en forutgående melding om det.
- (ii) Du blir underrettet om forskjellige programvareoppdateringer og patches hver gang du oppretter forbindelse, ukentlig eller månedlig, avhengig av hva du foretrekker. Du blir spurt om du vil akseptere disse. Du kan velge å laste ned store filer/patches når du er tilkoblet via en rask Internett-forbindelse, f.eks. LAN-nettverket til firmaet ditt.
- (iii) Kompilering av anonyme fullstendige opplysninger om bruk med henblikk på forbedring av Mobile Broadband Service-tjenesten. Vodafone/TDC vil under ingen omstendigheter anvende innsamlede data som er kompilert på denne måten, til å sende markedsføringsopplysninger til deg eller gi slike opplysninger videre til tredjeparter. Hvis du ikke ønsker at UID skal anvendes, kan du eller den IT-ansvarlige deaktivere denne funksjonen. Det må imidlertid bemerkes at Vodafone/TDC ikke med sikkerhet vil kunne understøtte Tjenestene hvis denne funksjonen deaktiveres, ettersom Vodafone/TDC da ikke vil vite hvilke oppdateringer eller programvarepatches du har bruk for. På Vodafones supportportal på www.business.vodafone.com finner du opplysninger om hvordan du deaktiverer UID-funksjonen.

Vær oppmerksom på at sending og mottak av de ovennevnte opplysningene vil gjøre det nødvendig å sende små datamengder via din forbindelse. Du blir oppkrevd for dette i henhold til den avtalte taksten. De vanlige takstene finner du på supportportalen på www.tdcsong.no.

7. Garantifraskrivelse

I den grad det er tillatt i henhold til gjeldende lover, leveres Produktet til deg "som det er og foreligger" uten garanti, betingelser, erklæringer eller andre vilkår når det gjelder produktet fra våre lisensgivere. Verken vi eller våre lisensgivere garanterer at Produktet oppfyller dine krav, eller at Produktet vil fungere uten forstyrrelser eller feil. I den grad det er tillatt i henhold til gjeldende lover, fraskriver vi og våre lisensgivere oss/seg alle garantier, erklæringer, betingelser eller andre vilkår av enhver art, uttrykkelige eller stilltiende, uansett om disse har opphav i gjeldende lover eller oppstår på annen måte. Denne bestemmelsen påvirker ikke dine lovbestemte rettigheter.

8. Ansvarsbegrensning

Vi og våre lisensgivere er ansvarlige overfor deg dersom forsømmelser fra vår side skulle medføre død eller personskade. I alle andre forhold har verken vi eller våre lisensgivere noe ansvar overfor brukeren med hensyn til kompensasjon, godtgjørelser eller erstatningsansvar som følge av mistet nåværende eller fremtidig inntjening, mistede inntekter, mistet omsetning, goodwill, tap eller skade på omdømme, mistede kontrakter eller kunder, tap av forventede besparelser, tap av eller beskadigelse av data eller programmer eller andre tenkelige årsaker, erstatningsansvar for indirekte tap eller følgetap, uansett om et slikt erstatningskrav er basert på erstatningsrett (herunder forsømmelser) eller kontrakt, eller selv om vi eller våre lisensgivere er blitt informert om muligheten for slike tap eller erstatningsansvar.

9. Gjeldende lover og domsmyndighet

Disse vilkårene og betingelsene skal brukes i henhold til norsk rett, og partene aksepterer herved at eventuelle tvister utelukkende skal avgjøres ved norske domstoler.

Portugal - Vodafone Portugal

Termos e Condições de Utilização

LEIA CUIDADOSAMENTE OS SEGUINTE TERMOS E CONDIÇÕES DE UTILIZAÇÃO ANTES DE ABRIR ESTA EMBALAGEM OU CARREGAR NO BOTÃO “ACEITO”. AO ABRIR ESTA EMBALAGEM OU AO CARREGAR NO BOTÃO “ACEITO”, O UTILIZADOR MANIFESTA A ACEITAÇÃO DOS PRESENTES TERMOS E CONDIÇÕES CONCORDANDO EM FICAR VINCULADO AOS MESMOS

1. Definições

No âmbito deste contrato, as expressões abaixo identificadas terão os seguintes significados: “Utilizador” significa a pessoa que utiliza o Produto; “Produto” significa o software descarregado pelo Utilizador a partir de um site da Vodafone ou fornecido ao Utilizador em Compact Disc ou qualquer outro suporte individualmente ou em conjunto com o equipamento; “Serviços” significa o serviço de transmissão de dados e outros serviços oferecidos pela Vodafone ao abrigo de um contrato de Serviço Telefónico Móvel; “Software” significa o software Vodafone fornecido ao Utilizador em Compact Disc ou descarregado pelo Utilizador a partir de um site da Vodafone ou fornecido directamente com o equipamento; “Vodafone” significa a Vodafone Portugal – Comunicações Pessoais, S.A.

2. Licença de Utilização

A Vodafone concede ao Utilizador uma licença não exclusiva de utilização do Produto em conjunto com os Serviços. Para o efeito, o Utilizador deve ter um contrato de Serviço Telefónico Móvel com a Vodafone e ser detentor de um cartão SIM da Vodafone, com tarifa GPRS. A Vodafone não autoriza nem aceita qualquer responsabilidade pela utilização do Software em conjunto com um cartão SIM que não seja da Vodafone ou numa rede que não a sua. Com excepção do expressamente permitido por lei, ao Utilizador não é permitida a cópia, alteração, engenharia inversa ou descompilação do Produto e/ou do Software incluído no Produto ou em qualquer outra parte deste. O Utilizador não pode transferir, ceder, sub-licenciar ou de outra forma distribuir ou disponibilizar a terceiros a utilização do Software ou do Produto ou de qualquer uma das suas partes integrantes. O Utilizador pode efectuar uma cópia do Software, como cópia de segurança. O Utilizador é o único responsável pela adopção de medidas adequadas à salvaguarda dos dados ou à protecção contra uma eventual perda de dados. O Produto juntamente com o cartão SIM da Vodafone pode ser empregue pelo Utilizador para aceder a websites, recursos e/ou redes mundiais. A Vodafone não aceita qualquer responsabilidade pelos conteúdos e serviços disponibilizados por esses websites e redes ou por eventuais danos ou prejuízos que decorram do acesso e utilização desses websites e redes pelo Utilizador. O Utilizador compromete-se a não utilizar o Produto ou qualquer uma das suas partes integrantes em violação de quaisquer leis ou regulamentação aplicáveis. O Utilizador compromete-se, ainda, a manter em sigilo e em local seguro quaisquer palavras passe ou outros dispositivos de acesso que lhe possam ser fornecidos neste âmbito, de forma a evitar a utilização não autorizada do Produto.

3. Rescisão

Esta licença é válida até à sua rescisão. O Utilizador pode rescindir esta licença, em qualquer altura, removendo o programa de todos os dispositivos que possuir e devolvendo o Produto em qualquer loja da Vodafone ou destruindo o mesmo. Este Contrato cessará automaticamente no caso de incumprimento por parte do Utilizador das obrigações constantes do presente Contrato ou das obrigações constantes de qualquer outro Contrato ao abrigo do qual a Vodafone ou algum dos seus agentes tenha disponibilizado o Produto ao Utilizador. Com a cessação do presente Contrato, o Utilizador deixará de utilizar este Produto devendo remover o programa, incluindo todas as cópias de segurança, de todos os dispositivos que possuir e devolver o Produto em qualquer loja da Vodafone.

4. Direitos de Propriedade Intelectual

A Vodafone e/ou os seus Licenciadores, conforme for o caso, são os titulares de todos os direitos de autor, design, marcas registadas e outros direitos de propriedade intelectual sobre o Produto. O facto de a Vodafone ter fornecido o Produto ao Utilizador não significa que a mesma tenha transferido para o Utilizador quaisquer direitos sobre o Produto. O Utilizador encontra-se apenas autorizado a utilizar o Produto no estrito cumprimento dos termos e condições desta licença.

5. Apoio ao Cliente

Caso o Utilizador necessite de ajuda com o Produto, este deve contactar o Serviço de Apoio ao Cliente da Vodafone através

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do número de telefone 1214 se marcar a partir da rede da Vodafone, ou do número de telefone 911214000 se marcar a partir de outra rede.

6. Identificação Única

Quando instalar este Software será criada uma Chave de Identificação Única (UID). A UID é anónima, não permitindo à Vodafone identificar qualquer Utilizador singular pelo nome. A UID não poderá ser utilizada para monitorizar os websites visitados ou os endereços de correio electrónico utilizados. Sempre que se ligar à rede da Vodafone, utilizando esta UID, serão enviadas à Vodafone as seguintes informações:

- a) Versão e configuração do Software
- b) Meios de conexão, tais como infra-vermelhos, Blue Tooth e quaisquer outros meios utilizados
- c) Detalhes sobre o Web browser e sobre a versão de software de correio electrónico
- d) Identificação do fabricante do computador portátil em utilização
- e) Informações sobre a sessão, tais como a sua duração e volume de dados
- f) Quando em roaming, o código do país e a rede móvel à qual o utilizador se encontra ligado.
- g) Tipo de utilização, por exemplo o browser de Internet
- h) Imei (International Mobile Equipment Identity)

Esta informação será armazenada num servidor seguro com os seguintes propósitos:

- (i) De tempos a tempos a Vodafone poderá necessitar de actualizar os parâmetros do serviço, o que poderá ser efectuado sem prévia notificação ao Utilizador.
- (ii) Dependendo da sua preferência, o Utilizador será notificado semanal ou mensalmente, sobre as diversas actualizações e rectificações do Software sempre que se ligar à rede. O Utilizador poderá optar por aceitar ou rejeitar estas actualizações e rectificações. O Utilizador poderá descarregar ficheiros mais pesados sempre que se ligar à internet através de um acesso mais rápido, como seja uma rede de dados empresarial.
- (iii) Compilar informação anónima agregada sobre a utilização do serviço Mobile Broadband por forma a melhorar o fornecimento do mesmo. Em caso algum irá a Vodafone utilizar os dados recolhidos para efeitos de marketing, comprometendo-se a não divulgar a terceiros a informação recolhida.

Na eventualidade de o Utilizador não querer que a UID seja utilizada poderá desactivá-la. Porém, se a UID for desactivada, a Vodafone poderá ver-se impossibilitada de prestar apoio técnico ao Serviço, uma vez que deixará de ter informações sobre as actualizações ou rectificações de que o Utilizador necessita. O Utilizador poderá encontrar informações sobre o modo de desactivação da UID no portal da Vodafone em www.vodafone.pt.

Nota: O envio e recepção da informação acima indicada, envolverá a transmissão de pequenas quantidades de dados através da ligação do Utilizador, ao qual serão cobrados os respectivos custos. Os custos desta operação estão disponíveis para consulta no portal da Vodafone em www.vodafone.pt.

7. Exclusão de garantias

Até ao limite máximo permitido pela lei aplicável, o Produto é fornecido ao Utilizador “tal como está” sem que qualquer garantia, condições, representações ou outros termos relacionados com o Produto, lhe sejam prestados pelos Licenciadores. Nem a Vodafone nem os seus licenciadores garantem que o Produto esteja de acordo com as exigências do Utilizador ou que o funcionamento do Produto seja ininterrupto e sem erros. Dentro dos limites estabelecidos por lei, a Vodafone e seus licenciadores excluem todas as garantias, representações e condições, implícitas ou explícitas, resultantes de quaisquer regulamentos ou uso.

8. Limitação de Responsabilidade

A Vodafone será responsável perante o Utilizador se, por negligência, for causadora de morte ou danos pessoais. Em qualquer outra circunstância a Vodafone ou os seus licenciadores não se responsabilizam, dentro dos limites permitidos por Lei, por qualquer indemnização, reembolso ou prejuízos resultantes da perda de lucros presentes ou futuros, perda de rendimento, volume de negócios; perda de goodwill; perda ou danos na reputação; perda de contratos ou clientes; perda de poupanças previstas; perda ou danos em dados ou programas ou quaisquer outros danos directos ou indirectos, mesmo que a Vodafone ou os seus licenciadores tenham sido informados da possibilidade de ocorrência de tais perdas ou danos.

9. Lei e Jurisdição

Os presentes termos e condições regem-se pela lei Portuguesa. Para qualquer questão emergente da violação ou interpretação dos presentes termos e condições é competente o Tribunal Cível da Comarca de Lisboa.

Vodafone Mobile Broadband End User Licences

Qatar - Vodafone Qatar

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a Vodafone website or supplied to you on a Compact Disc or any other media either by itself or together with the Vodafone Mobile Connect Card; "Services" means data transmission and other services offered by Vodafone under a GPRS airtime contract or otherwise; "Software" means the Vodafone Mobile Connect software which is supplied to you on the Compact Disc or any other media together with the Mobile Connect Card or downloaded by you separately from a Vodafone website: "we" "us" means Vodafone Qatar Q.S.C.

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Vodafone network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it. You may only use the Product with one computer. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the Vodafone SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Vodafone Qatar Q.S.C, PO Box 27727, Doha, Qatar. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Vodafone Qatar Q.S.C, PO Box 27727, Doha, Qatar.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our customer service centre on 111 if you are using the Vodafone Qatar network, or +974 800 7111 if you are calling from a different network, or write to us at Vodafone Qatar Q.S.C, PO Box 27727, Doha, Qatar.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not

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allow Vodafone to identify any individual users by name. It cannot be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information will be forwarded to Vodafone when you connect to the Vodafone network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop manufacturer product ID
- e) Session information
- f) When roaming, the country code and the mobile network to which you are connected.

This information will be stored on a secure server for the following purposes:

- (i) From time to time Vodafone may need to update service related settings this may be done without notification.
- (ii) You will be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.

(iii) Compiling anonymous aggregate information about usage to improve the Mobile Connect Service. In no event will Vodafone use any aggregate data compiled in this way to send any marketing information to you or disclose such information to any third party.

If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodafone may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please find details on how to disable the UID function on the Vodafone support portal at www.vodafone.co.uk/mobileconnect

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate and typical charges are provided at the support portal www.vodafone.com.qa. Please see the support website for typical costs.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of the State of Qatar and the parties hereby irrevocably submit to the exclusive jurisdiction of the Qatar courts.

Reunion - SRR

Conditions d'utilisation

VEUILLEZ LIRE ATTENTIVEMENT LES CONDITIONS D'UTILISATION SUIVANTES AVANT D'UTILISER CE PACK LOGICIEL OU DE CLIQUER SUR LE BOUTON "Accepter". EN CLIQUANT SUR LE BOUTON "Accepter", VOUS SIGNIFIEZ QUE VOUS ACCEPTEZ LES PRESENTES CONDITIONS D'UTILISATION.

1. Définitions

Les termes utilisés dans ce document auront les significations suivantes :

- Le " Produit " désigne le disque compact et le logiciel ainsi que n'importe quel logiciel contenu dans ou sur le disque compact et le logiciel " Vodafone Mobile Broadband ". Le Produit est un logiciel de connexion reliant un ordinateur et un téléphone mobile. La société Vodafone, au regard des droits qu'elle détient sur le logiciel " Vodafone Mobile Broadband " ainsi que sur les logiciels contenus dans ledit logiciel et sur le disque compact qui en constitue le support, a autorisé SFR à sous concéder auprès de ses propres clients un droit d'utilisation dans la limite des présentes dispositions.
- L'Utilisateur désigne un abonné SFR ayant souscrit un contrat d'abonnement.
- Les " Services " désignent la transmission de données et les autres services proposés par SFR dans le cadre de ses offres.

2. Licence d'utilisation

Dans le cadre de son contrat d'abonnement, l'Utilisateur est autorisé à utiliser, à titre gracieux et non exclusif, le Produit en relation avec les Services. Cette autorisation n'est consentie que pour une utilisation associée à une carte SIM SFR.

Il appartient à l'Utilisateur, préalablement à toute utilisation, de vérifier que ses équipements (téléphone et ordinateur) sont répertoriés dans la liste des équipements compatibles et qu'ils disposent de la configuration requise. L'Utilisateur s'interdit de copier, modifier, décompiler, désassembler ou appliquer des procédures " rétro-techniques " sur tout ou partie du Produit (exceptés les cas prévus par la loi).

L'Utilisateur s'interdit également de louer, de concéder des sous-licences d'utilisation, de transmettre, de commercialiser ou de permettre à un tiers d'utiliser tout ou partie du Produit.

Il est de la responsabilité de l'utilisateur de prendre les mesures appropriées pour protéger et sauvegarder ses données.

A l'exception d'une copie de sauvegarde à l'usage unique de l'Utilisateur aucune reproduction de tout ou partie du Produit n'est autorisée.

L'Utilisateur s'engage à ne pas employer tout ou partie du produit en infraction avec les lois ou réglementations en vigueur. En outre il s'engage à garder secret et dans un endroit sécurisé tous les mots de passe ou autres dispositifs d'accès qui pourraient lui être fourni afin d'empêcher toute utilisation non autorisée du Produit.

3. Obligations spécifiques liées à Internet

Le Produit ainsi que la carte SIM peuvent être utilisés pour accéder à des sites Internet.

S'agissant de l'utilisation d'Internet, l'Utilisateur est informé que l'Internet est un réseau véhiculant des données susceptibles d'être protégées par des droits de propriété intellectuelle ou d'enfreindre les dispositions légales en vigueur.

L'Utilisateur s'interdit donc de transmettre sur l'Internet toute donnée prohibée, illicite, contraire aux bonnes mœurs ou à l'ordre public et portant atteinte ou susceptibles de porter atteinte aux droits de tiers et notamment aux droits de propriété intellectuelle.

Il est expressément rappelé qu'Internet n'est pas un réseau sécurisé. Dans ces conditions, il appartient à l'Utilisateur de prendre toutes les mesures appropriées de façon à protéger ses propres données et/ou logiciels notamment de la contamination par d'éventuels virus circulant sur le réseau Internet ou de l'intrusion d'un tiers dans le système de son terminal (ordinateur portable, assistant personnel ou mobile) à quelque fin que ce soit, et de procéder sur son ordinateur portable et sur son assistant personnel, à des sauvegardes préalablement et postérieurement à la mise en place des services.

L'Utilisateur reconnaît également être pleinement informé du défaut de fiabilité du réseau Internet, tout particulièrement en terme d'absence de sécurité relative à la transmission de données et de non garantie des performances relatives au volume et à la rapidité de transmission des données. L'Utilisateur reconnaît être informé que l'intégralité, l'authentification et la confidentialité des informations, fichiers et données de toute nature qu'il souhaite échanger sur le réseau Internet ne peuvent être garanties sur ce réseau.

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L'Utilisateur ne doit donc pas transmettre via le réseau Internet des messages dont il souhaiterait voir la confidentialité garantie de manière infaillible.

S'agissant des produits ou des services sur le réseau Internet, l'Utilisateur adresse directement aux fournisseurs de contenus toute réclamation relative à l'exécution des services rendus par ceux-ci ou à la vente des produits par ceux-ci.

SFR met par ailleurs en garde l'Utilisateur sur la nature et la diversité des contenus disponibles sur le réseau Internet, lesquels peuvent être susceptibles de porter préjudice aux mineurs.

4. Durée

La licence est conclue pour une durée indéterminée prenant effet à compter de l'acceptation des présentes conditions d'utilisations précédant l'installation du produit.

L'Utilisateur peut y mettre fin à tout moment en supprimant de tous les matériels le Produit et tous les programmes qui y sont attachés, et en détruisant toute copie dont il pourrait encore disposer.

La présente licence prendra fin de plein droit à la date de résiliation du contrat d'abonnement conclu entre SFR et l'Utilisateur, pour quelque cause que ce soit.

SFR sera également autorisée à résilier la présente licence d'utilisation en cas de manquement par l'utilisateur à l'une de ses obligations.

A l'expiration de la présente licence ou de son contrat d'abonnement SFR, l'Utilisateur s'engage à cesser toute utilisation du Produit et à supprimer de ses matériels le produit, à détruire toute copie de ce dernier.

5. Propriété Intellectuelle

SFR détient du titulaire des droits de propriété Intellectuelle sur le Produit, le droit à titre non exclusif de commercialiser le produit. La concession du droit d'utilisation du Produit n'entraîne aucun transfert de droits au profit de l'Utilisateur. Le produit et sa documentation restent la propriété de Vodafone, quels que soient la forme, le langage, le support des programmes ou la langue utilisée. Vodafone est également titulaire des droits attachés aux marques du Produit (ou à la Marque) qui a fait l'objet d'un dépôt.

L'Utilisateur s'engage en conséquence à ne pas porter atteinte directement, indirectement ou par l'intermédiaire d'un tiers aux droits de propriété intellectuelle attachés au Produit.

6. Service Client

Le Service Client de SFR est à la disposition de l'Utilisateur pour toute demande d'assistance ou question liée au Produit au 900, ou au 0610001900 si vous appelez d'un réseau différent. Vous pouvez aussi nous écrire à SFR ou vous rendre sur www.sfr.fr.

7. Identifiant Unique

Un identifiant unique (IDU) anonyme sera créé automatiquement lorsque vous installerez le logiciel Vodafone Mobile Broadband. Cet IDU ne permet pas d'identifier l'abonné nominativement ni de vérifier les sites web visités ou les adresses mails contactées. Les informations non nominatives suivantes peuvent être transmises à Vodafone lors d'une connexion au réseau Vodafone:

- a) version et configuration du logiciel Vodafone Mobile Broadband
- b) méthodes de connexion (par exemple infra-rouge, Bluetooth et terminaux utilisés)
- c) navigateurs utilisés et détails de la version du logiciel de messagerie
- d) numéro d'identification de produit du portable et du processeur.
- e) détails de la session incluant durée et qualité/succès de la connexion au lieu où la connexion a été initialisée
- f) code du pays et réseau de l'opérateur étranger utilisé lorsque vous vous connectez depuis l'étranger (en situation de roaming)
- g) Type d'utilisation, par exemple navigation internet, transfert de fichier, accès à l'intranet.
- h) IMEI (identité codée du dispositif)

Ces données seront conservées sur un serveur protégé afin de :

- (i) permettre des mises à jour de certaines installations liées au service, qui pourront se faire sans notification préalable
- (ii) informer l'Utilisateur de mises à jour ou de corrections du Logiciel. L'Utilisateur sera en droit de les accepter ou non.
- (iii) Compiler des informations anonymes sur l'utilisation du Service afin de l'améliorer. Ces données ne pourront en aucun cas être utilisées dans le but d'adresser des courriers à vocation commerciale ; SFR s'engageant par ailleurs à ne pas les diffuser auprès de tiers.

S'il le souhaite l'Utilisateur peut désactiver la fonction UID selon le processus décrit sur le site support client SFR (voir www.sfr.fr). Toutefois, SFR l'informe que, dans ce cas, SFR n'aura plus l'information des mises à jour et corrections de logiciel éventuellement nécessaires et que la qualité des Services pourrait s'en trouver

Vodafone Mobile Broadband End User Licences

amoindrie.

Les échanges d'informations détaillés au présent paragraphe seront facturés à l'Utilisateur aux conditions contractuelles. Des exemples de coûts sont donnés sur le site SFR, www.sfr.fr.

8. Garantie - Responsabilité

SFR est soumis de convention expresse à une obligation de moyens. Il garantit la conformité du Produit à sa description.

Il ne saurait assumer une quelconque responsabilité, en dehors de cette conformité, et notamment pas l'adéquation du Produit aux besoins de l'Utilisateur, qui relève de la seule appréciation de ce dernier.

L'Utilisateur reconnaît en effet avoir reçu toutes informations lui permettant de bien connaître le Produit et d'apprécier son adéquation à ses besoins.

Par ailleurs, SFR garantit l'Utilisateur contre tout trouble de jouissance provoqué par une réclamation relative à un droit de propriété intellectuelle sous réserve, d'une part, que cette réclamation ne soit pas fondée sur une modification ou une utilisation du Produit réalisée par l'Utilisateur en violation des présentes conditions et d'autre part, que SFR en soit immédiatement informée par l'utilisateur par courrier recommandé avec accusé de réception.

Dans le cadre de la présente licence, SFR ne saurait être responsable des dommages indirects (tels que notamment perte de chiffre d'affaire, pertes d'informations) pouvant survenir dans le cadre de l'utilisation du Produit.

SFR est responsable des dommages directs subis par l'Utilisateur à l'occasion de l'utilisation du Produit dans la limite de 1000,00 € et sous réserve du respect par l'Utilisateur des termes des présentes conditions.

9. Indisponibilité

" La présente licence est conclue intuitu personae. Elle est incessible et ne peut faire l'objet d'une sous licence ".

10. Litiges

Lorsque l'Utilisateur est un commerçant ou une entreprise, toutes les contestations qui pourraient s'élever entre les parties à l'occasion de l'interprétation et/ou de l'exécution de la présente licence seront soumises, à défaut d'accord amiable, aux Tribunaux de Paris. Cette disposition ne s'applique pas en cas de litige avec un consommateur pour lequel les règles légales de compétence s'appliquent.

Romania - Vodafone Romania

Licență de utilizare a aplicației

VĂ RUGĂM SĂ CITIȚI URMĂTOARELE CLAUZE CU ATENȚIE ÎNAINTE DE A DESCHIDE ACEST PACHET SAU A APĂSA BUTONUL „ACCEPT”. DESCHIZÂND ACEST PACHET SAU APĂSÂND BUTONUL „ACCEPT”, DUMNEAVOASTRĂ CONFIRMAȚI ACCEPTAREA ACESTOR CLAUZE ȘI SUNTEȚI DE ACORD SĂ LE RESPECTAȚI.

1. Definiții

În aceste clauze cuvintele care urmează vor avea înțelesul următor: „dumneavoastră” se referă la persoana care utilizează „produsul”; „produsul” înseamnă aplicația descărcată de către dumneavoastră de pe un website Vodafone sau furnizată dumneavoastră pe un CD, prin Internet sau printr-un alt mediu de stocare, separat sau împreună cu cardul Vodafone Mobile Broadband; „servicii” se referă la transmisiuni de date și alte servicii prestate de Vodafone SA; „aplicație” se referă la aplicația Vodafone Mobile Connect/Broadband furnizată dumneavoastră pe CD, prin Internet sau printr-un alt mediu de stocare împreună cu cardul Mobile Broadband sau descărcată de către dumneavoastră separat de pe website-ul Vodafone SA; „noi” înseamnă Vodafone SA.

2. Licența de utilizare

Noi vă oferim o licență de utilizare neexclusivă a produsului în legătură cu serviciile. Noi nu ne asumăm nicio responsabilitate și nici nu oferim vreo licență de utilizare a aplicației cu o rețea sau un SIM care nu aparțin Vodafone. Dumneavoastră nu aveți dreptul să copiați, modificați sau decompilați produsul și/sau aplicația conținută în produs sau oricare parte a sa, cu excepția situațiilor prevăzute în mod expres de către lege. Dumneavoastră nu aveți voie să transferați, sub-licențiați sau distribuiți în niciun fel, nici să permiteți unui terț utilizarea aplicației sau a produsului și nici a vreunei părți a acesteia. Puteți utiliza produsul pe un singur computer. Puteți face o singură copie, numai în scop de back-up. Dumneavoastră sunteți singurul răspunzător pentru luarea măsurilor potrivite pentru salvarea datelor și protecția împotriva pierderilor de date. Produsul, împreună cu SIM card-ul Vodafone, pot fi utilizate de către dumneavoastră pentru a accesa website-uri, resurse și rețele pe plan internațional. Noi nu acceptăm nicio responsabilitate pentru conținutul, serviciile sau pierderile pe care dumneavoastră le puteți suferi accesând astfel de website-uri și rețele. Mai mult, dumneavoastră sunteți de acord să păstrați secret și la loc sigur orice parole sau dispozitive de acces pe care le-ați primit, pentru a evita orice utilizare neautorizată a produsului.

3. Încetarea

Această licență este în vigoare până la încetare. Dumneavoastră o puteți înceta în orice moment ștergând aplicația, inclusiv copia de back-up, de pe toate dispozitivele dumneavoastră și returnând produsul către noi, Vodafone SA, Piața Charles De Gaulle nr. 15, sect.1, București, România. Această înțelegere va înceta de plin drept și fără nicio altă formalitate prealabilă dacă dumneavoastră nu vă conformați acestor clauze.

4. Drepturi de proprietate intelectuală

Noi și/sau cei care, după caz, ne-au acordat licențe, suntem proprietarii unor drepturi de proprietate intelectuală legate de produs. Faptul că noi v-am furnizat produsul nu înseamnă că noi v-am transferat vreunul dintre drepturile noastre sau ale celor care ne-au acordat licențe privitoare la produs către dumneavoastră. Noi v-am permis doar utilizarea acestuia strict în conformitate cu clauzele prezentei licențe.

5. Servicii de relații cu clienții

Dacă aveți nevoie de vreun ajutor referitor la produs, vă rugăm să vă adresați Serviciului Relații cu clienții la nr *222, sau scrieți-ne pe adresa Vodafone SA.

6. Identificatorul Unic

La instalarea acestei aplicații se generează aleator un Identificator Unic, UID. UID nu permite Vodafone SA să identifice utilizatorii după nume. UID nu poate fi utilizat pentru a monitoriza ce website-uri au fost vizitate sau adresele de e-mail contactate de către utilizatori. Utilizând acest UID, următoarele informații nepersonale vor fi transmise către Vodafone SA la conectarea în rețeaua Vodafone:

- a) versiunea și configurația aplicației;
- b) metodele de conectare, precum infraroșu sau Bluetooth, și dispozitivele utilizate;
- c) versiunea de browser și aplicația de e-mail;

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- d) seria laptop-ului și a procesorului, generată de către fabricantul acestora;
- e) informații privind sesiunea de date, incluzând durata acesteia, calitatea ei sau reușita ori nereușita conexiunii în spațiul în care a fost inițiată;
- f) în roaming, detalii privind codul de țară și rețea mobilă la care sunteți conectat;
- g) tipul de utilizare, cum ar fi: căutare pe Internet, transfer de date, acces la intranet;
- h) codul IMEI.

Aceste informații vor fi stocate pe un server securizat în următoarele scopuri:

- (i) Din când în când Vodafone SA ar putea considera necesar să actualizeze setările serviciului - aceasta ar putea avea loc fără notificare prealabilă.
 - (ii) Dumneavoastră ați putea fi notificat despre apariția noilor pachete de aplicații de actualizare, de fiecare dată când vă conectați, săptămânal sau lunar, depinzând de preferințele dumneavoastră. Produsul vă oferă posibilitatea de a opta să acceptați sau nu aceste actualizări. Puteți decide să optați pentru descărcarea unor fișiere de actualizare mai mari atunci când sunteți conectat la o legătură Internet de mare viteză, cum ar fi LAN-ul societății dumneavoastră.
 - (iii) Agregarea unor informații nepersonalizate (anonime) privind utilizarea produsului, în vederea îmbunătățirii calității acestuia. În nicio circumstanță Vodafone nu va utiliza aceste informații în campanii de marketing către dumneavoastră și nici nu va dezvălui aceste informații unei terțe părți.
- Dacă nu doriți să fie utilizat UID, dumneavoastră sau managerul dumneavoastră IT puteți dezactiva această funcție. Totuși, trebuie să luați notă că Vodafone s-ar putea găsi în imposibilitatea de a acorda suport serviciilor dacă această funcție este dezactivată deoarece nu vom putea cunoaște care sunt actualizările necesare variantei existente la dumneavoastră. Puteți găsi detalii privind procedura de dezactivare a UID la adresa www.business.vodafone.com.

Vă informăm că această procedură implică un mic trafic de date care va fi facturat corespunzător abonamentului dumneavoastră.

7. Excludere de garanții

În limitele legii, produsul este furnizat dumneavoastră „așa cum este”, fără garanții referitoare la produs din partea celor care ne-au acordat licențele corespunzătoare. Nici noi, nici cei care ne-au acordat licențele necesare nu garantăm că produsul va îndeplini cerințele dumneavoastră sau că funcționarea produsului se va face fără întreruperi sau fără erori. În limitele legii, noi și cei care ne-au acordat licențele necesare nu ne asumăm și excludem orice garanții dar normele imperative legale rămân aplicabile.

8. Limitarea responsabilității

În nicio situație, noi sau cei care ne-au acordat licențele necesare nu vom fi responsabili față de dumneavoastră pentru nicio despăgubire necesară reparării beneficiilor ori pentru pierderea sau deteriorarea de date, chiar dacă noi sau cei care ne-au acordat licențele necesare am fost informați asupra posibilității unor astfel de prejudicii.

9. Lege și jurisdicție

Aceste clauze vor fi supuse legii române și părțile implicate acceptă irevocabil să se supună exclusiv jurisdicției instanțelor competente din România.

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Singapore - MobileOne

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a M1 website or supplied to you on a Compact Disc or any other media either by itself or together with the Vodafone Mobile Connect/ Broadband Card; "Services" means data transmission and other services offered by M1 under a SunSurf Mobile Plan contract or otherwise; "Software" means the Vodafone Mobile Broadband software which is supplied to you on the Compact Disc together with the Mobile Connect/ Broadband Card or downloaded by you separately from a M1 website; "we" "us" means M1 Limited.

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-M1 network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it.

You may only use the Product with one computer. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the M1 SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at any one of the M1 Customer Service Centres. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at any one of the M1 Customer Service Centres.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our customer service centre on 1627 if you are using the M1 network, or +65 96801627 (IDD Charges Apply) if you are calling from a overseas network.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow M1 to identify any individual users by name. It cannot be used to monitor which web sites have been

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visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information will be forwarded to M1 when you connect to the M1 network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop manufacturer product ID
- e) Session information
- f) When roaming, the country code and the mobile network to which you are connected.

This information will be stored on a secure server for the following purposes:

- (i) From time to time M1 may need to update service related settings - this may be done without notification.
 - (ii) You will be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
 - (iii) Compiling anonymous aggregate information about usage to improve the Mobile Broadband Service. In no event will M1 use any aggregate data compiled in this way to send any marketing information to you or disclose such information to any third party.
- If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that M1 may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please find details on how to disable the UID function on the M1 support portal at www.m1.com.sg/mobileconnect

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate and typical charges are provided at the support portal www.m1.com.sg/mobileconnect. Please see the support website for typical costs.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of Singapore and the parties hereby irrevocably submit to the exclusive jurisdiction of the Singapore courts.

Slovenia - Si.mobil

Pogoji za uporabo

PRED ODPIRANJEM TEGA PAKETA ALI KLIKOM NA "DA" NATANČNO PREBERITE NASLEDNJE POGOJE. ČE ODPRETE PAKET ALI KLIKNETE NA "DA" POMENI, DA POGOJE SPREJEMATE IN SE Z NJIMI ZAVEZUJETE.

1. Definicije

V teh pogojih imajo naslednje besede naslednji pomen:

"vi" pomeni uporabnika izdelka;

"izdelek" pomeni kakršnokoli programsko opremo prenešeno kot tako z Vodafonove oz. Si.mobilove internetne strani ali vam izročeno na zgoščenki ali s pomočjo internetne strani ali naloženo direktno z neke naprave (npr. Vodafone Mobile Connect/ Broadband Card/) ali nekega drugega medija in ste jo prejeli na podlagi teh pogojev;

"storitve" pomeni prenos podatkov in druge storitve, ki jih ponuja družba Si.mobil d.d., na podlagi sklenjene naročniške pogodbe (v nadaljevanju naročniška pogodba);

"Programska oprema" pomeni kakršnokoli programsko opremo Vodafone, ki vam je na voljo na zgoščenki, internetni strani ali direktno z naprave Vodafone Mobile Connect/ Broadband Card ali je bila prenešena z vaše strani z Vodafonove ali Si.mobilove internetne strani

"mi", "nam" pomeni družbo Si.mobil d.d..

2. Pravica uporabe

Pod pogojem, da ste sklenili naročniško pogodbo in prejeli Si.mobilovo kartico SIM s tarifo za prenos podatkov, vam dajemo neizključno pravico (licenco) uporabe izdelka vezano na storitve. Izdelka oz. programske opreme, ki se nahaja v ali na izdelku, ali kateregakoli njegovega dela, ni dovoljeno razmnoževati, spreminjati, razstavljati ali dekompirirati (razen če tega zakon izrecno ne dovoljuje). Programske opreme ali izdelka ali kateregakoli njegovega dela ni dovoljeno prenesti, odstopiti, dati kot podlicenco ali drugače posredovati ali omogočiti uporabo tretji osebi.

Izdelek lahko uporabljate le na enem računalniku. Dovoljena je izdelava ene varnostne kopije programske opreme, ki se nahaja na zgoščenki.

Ste edini odgovorni za sprejemanje preudarnih in ustreznih ukrepov za varno shranjevanje podatkov in siceršnje varovanje podatkov pred izgubo.

Izdelek lahko skupaj s Si.mobilovo kartico SIM uporabljate za povezavo na spletne strani, vire oz. omrežja po vsem svetu. Ne prevzemamo nikakršne odgovornosti za vsebino, delovanje ali za kakršnokoli izgubo ali poškodbo, ki bi jo lahko utrpeli pri uporabi takih spletnih strani in omrežij. Zavezuje se, da ne boste z uporabo izdelka ali kateregakoli njegovega dela kršili katerihkoli zadevnih zakonov ali predpisov. Nadalje se zavezuje, da boste varovali tajnost kakršnihkoli gesel ali drugih sredstev za dostop, namenjenih preprečevanju nedovoljene uporabe izdelka.

3. Prenehanje

Ta licenca velja do odpovedi. Kadarkoli jo lahko odpoveste tako, da programsko opremo izbrišete iz vseh vaših naprav in nam izdelek vrnete ali pa ga uničite.

Ta pogodba avtomatično preneha, če ne izpolnujete pogojev te pogodbe ali naročniške pogodbe.

Po prenehanju te pogodbe ali po prenehanju naročniške pogodbe ste dolžni prenehati z uporabo izdelka in iz vseh vaših naprav izbrisati programsko opremo, vključno z varnostnimi kopijami, izdelek pa vrniti v najbližji Si.mobilov center.

4. Pravice intelektualne lastnine

Mi oz. naši licencodajalci smo lastniki avtorskih pravic, oblikovalskih pravic, blagovnih znamk in drugih pravic intelektualne lastnine v zvezi z izdelkom. Dejstvo, da smo vam dostavili izdelek, še ne pomeni, da smo na vas prenesli katerokoli izmed naših ali pravic naših licencodajalcev v zvezi z izdelkom; dovoljujemo vam le uporabo izdelka ob doslednem upoštevanju pogojev tega dovoljenja.

5. Servisna služba

Če potrebujete kakršnokoli pomoč v zvezi z izdelkom, pokličite našo naročniško službo na številko, ki je navedena v uporabniškem priročniku.

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6. Enolični identifikator

Ko namestite programsko opremo, je naključno ustvarjen anonimen enolični identifikator (UID). UID nam ne omogoča identifikacije imena posameznih uporabnikov. Ne moremo ga uporabljati za nadzor nad obiskanimi spletnimi stranmi ali poslanimi e-poštnimi naslovi. Prek tega UID-ja nam, ko se povežete v naše omrežje, lahko posredujete naslednje neosebne informacije:

- a) različica in konfiguracija programske opreme;
- b) način povezljivosti, kot je IR, Bluetooth in uporabljena naprava;
- c) podrobnosti o različici spletnega brskalnika in e-poštnega programa;
- d) ID proizvajalca prenosnega računalnika in procesorja;
- e) informacije o seji, vključno s trajanjem, kakovostjo/uspešnostjo povezave in lokacijo začetne povezave;
- f) v primeru gostovanja, kodo države in mobilno omrežje, v katerega ste povezani;
- g) vrsto uporabe, npr. brskanje v spletu, prenos datotek, intranetni dostop;
- h) IMEI (šifriran ID naprave).

Te informacije za naslednje namene v našem imenu shranjuje tretja oseba v varnih strežnikih:

- (i) občasno bomo morda morali posodobiti nastavitve storitve in to lahko storimo brez obvestila;
- (ii) lahko vas obvestimo o različnih posodobitvah programske opreme in popravkih, vsakič, ko se povežete, vsak teden ali vsak mesec, odvisno od vaših nastavitev. Lahko boste izbrali, ali to želite ali ne. Lahko se tudi odločite, da boste večje datoteke/popravke prenesli, ko ste povezani v hitrejšo internetno povezavo, kot je na primer službeni LAN.

- (iii) zbiranje anonimnih skupnih informacij o uporabi za namene izboljšanja storitve.

Če ne želite, da se UID uporabi, lahko to funkcijo onemogočite sami, ali to stori vaš upravitelj IT. Vseeno je treba opozoriti, da Vodafone morda ne bo mogel v celoti podpirati storitev, če je ta funkcija onemogočena, ker tako ne bomo vedeli, katere posodobitve in popravke morda potrebujete. Za navodila kako onemogočiti funkcijo UID stopite v stik s Si.mobil d.d.. Pošiljanje in prejemanje zgornjih informacij zahteva prenos manjše količine podatkov prek vaše povezave. To vam bo zaračunano po dogovorjenem ceniku. Običajne cene najdete na www.simobil.si.

7. Izključitev jamstev

V največji meri kot to dopušča veljavno pravo, vam izdelek posredujemo "kot je", brez kakršnegakoli jamstva, pogojev, izjav ali drugih pogojev naših licencodajalcev v zvezi z izdelkom.

Niti mi niti naši licencodajalci ne jamčimo, da bo izdelek izpolnjeval vaše zahteve ali da bo izdelek deloval brez prekinitev in brezhibno. V meri, kot to dopušča veljavno pravo, mi in naši licencodajalci zavračamo in izključujemo vsa jamstva, izjave in kakršnekoli druge pogoje, napisane ali nenapisane, določene z zakonom, običaji ali kako drugače. Ta točka ne vpliva na vaše zakonske pravice.

8. Omejitev odgovornosti

Odgovorni smo za primer, če bi zaradi naše malomarnosti prišlo do smrti ali telesne poškodbe.

V vseh drugih okoliščinah vam niti mi niti naši licencodajalci nismo dolžni dati kakršnegakoli nadomestila, povračila ali odškodnine za izgubo obstoječega ali bodočega dobička, za izgubo prihodka, za prodajno realizacijo; za izgubo bonitete; za izgubo ali zmanjšanje ugleda; za izgubo pogodb ali kupcev; za izgubo pričakovanih prihrankov; za izgubo ali poškodovanje podatkov ali programov, ali iz kakršnihkoli drugih razlogov ali v primeru posrednih, posebnih, naključnih ali posledičnih poškodb, povzročenih s kaznivim dejanjem (tudi iz malomarnosti) ali v okviru pogodbe in četudi smo bili mi ali naši licencodajalci obveščeni o možnosti takih izgub ali poškodb.

9. Veljavno pravo in sodna pristojnost

Za presojo teh pogojev se uporablja slovensko pravo. Pogodbeni stranki nepreklicno določata izključno pristojnost stvarno pristojnega sodišča v Ljubljani.

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South Africa - Vodacom

End-User License Agreement

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1. Definitions

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2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Vodacom network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it.

You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the Vodacom SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Vodacom (Pty) Ltd, 082 Vodacom Boulevard, Vodavally, Midrand, South Africa. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Vodacom (Pty) Ltd.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call Vodacom Customer Care on 155 from your cellphone or 082155 from a fixed line.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow Vodacom to identify any individual users by name. It cannot be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information may be forwarded to Vodacom when you connect to the Vodacom network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop and processor manufacturer product ID
- e) Session information including duration and quality/success of connection at location where connection is initiated;
- f) When roaming, the country code and the mobile network to which you are connected.
- g) Type of usage, for example internet browsing, file transfer, intranet access.

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h) IMEI (coded device identity)

This information will be stored on a secure server for the following purposes:

- (i) From time to time Vodacom may need to update service related settings and this may be done without notification.
- (ii) You may be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
- (iii) Compiling anonymous aggregate information about usage to improve the Mobile Broadband Service. In no event will Vodacom disclose such information to any third party.

If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodacom may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please contact the Vodacom customer service centre for details on how to disable the UID function.

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of the Republic of South Africa and the parties hereby irrevocably submit to the exclusive jurisdiction of the South African courts.

Vodafone Mobile Broadband End User Licences

Spain - Vodafone Spain

Acuerdo de licencia de usuario final

POR FAVOR, REVISE LOS SIGUIENTES TÉRMINOS CUIDADOSAMENTE. ABRIENDO ESTE PAQUETE O HACIENDO CLIC EN EL BOTÓN "ACEPTAR" INDICA LA ACEPTACIÓN DE DICHOS TÉRMINOS Y CONDICIONES Y QUE ESTÁ DE ACUERDO CON LAS OBLIGACIONES DESCRITAS.

1. Definiciones

En estos términos y condiciones las palabras siguientes tendrán los siguientes significados: "Producto" significa el Software descargado por el cliente, por sí mismo desde la página web de Vodafone España u ofrecido en un Disco Compacto o cualquier otro medio contenido en sí mismo o junto con la Vodafone Mobile Connect/ Broadband Card; "Servicios" significa transmisión de datos y otros servicios ofrecidos por Vodafone España bajo las condiciones generales del servicio o el contrato de GPRS. "Software" significa el software que le es entregado en el Disco Compacto junto a la Mobile Connect/ Broadband Card o descargado por el cliente separadamente de la página web de Vodafone España:

2. Licencia de Uso

Vodafone España le garantiza una licencia de uso no exclusiva para usar el producto en conexión con los servicios. El cliente asume las responsabilidades derivadas del uso del software con una red o tarjeta SIM que no pertenezca a Vodafone España. El cliente no puede copiarlo, modificarlo o descomprimir el producto y/o el software que contiene el producto o cualquier parte de él (salvo excepciones expresamente permitidas por la ley). No puede transferir, asignar, dar licencia o de otra forma distribuir o permitir a una tercera parte usar el software o el producto o cualquier parte de él.

Sólo puede usar el producto en un ordenador. Puede hacer una copia del software para tener una copia de seguridad.

El cliente es responsable de tomar medidas apropiadas y prudentes para grabar los datos en una copia de seguridad y de esta forma protegerlo contra la pérdida de datos.

El producto, junto con la Tarjeta SIM Vodafone se puede usar para unirlos a páginas web, recursos y/o redes de países de todo el mundo. Vodafone España no será responsable en cuanto al contenido, los servicios o cualquier pérdida o daño que pudiera sufrir usando páginas web y redes de trabajo. El cliente se compromete a hacer un uso lícito de los servicios y a usar el producto de acuerdo con la legislación vigente.

Asimismo, el cliente acuerda mantener en secreto y en un lugar seguro cualquier clave u otros sistemas de acceso de los que puede ser provisto de acuerdo a prevenir cualquier uso no autorizado del producto.

3. Finalización de la licencia

Esta licencia es efectiva hasta el término de la misma. El cliente podrá darla por finalizada borrando el software, incluyendo cualquier copia de seguridad de todos sus dispositivos y devolviendo el producto a Vodafone España, Avda. de Europa, 1, Parque empresarial la Moraleja, 28108 Alcobendas, Madrid, España.

Este acuerdo finalizará automáticamente en caso de que el cliente incumpla cualquiera de los términos y condiciones aquí expuestos o incumpla los términos de otro contrato que mantenga con Vodafone España. Cuando finalice este acuerdo, el cliente dejará de usar el producto y borrará el software incluyendo cualquier copia de seguridad de todos sus dispositivos y devolverá el producto a Vodafone España, Avda. de Europa, 1, Parque empresarial la Moraleja, 28108 Alcobendas, Madrid, España.

4. Derechos de Propiedad Intelectual

Vodafone España, o en su caso sus licenciantes, ostenta todos los derechos de propiedad industrial e intelectual sobre el producto. La prestación de los servicios no supone la transmisión de los citados derechos. El cliente sólo está autorizado a la utilización de los mismos en la medida en que dicho uso se ajuste estrictamente a los términos y condiciones de la presente licencia.

5. Atención al Cliente

Si necesita ayuda acerca del Producto, por favor, llame al Servicio de Atención al Cliente de Vodafone España al número 123 si está usando la red de Vodafone España o al 607123000 si llama desde otros operadores o consulte a través de www.vodafone.es.

6. Servidor Seguro y protección de datos personales

Vodafone Mobile Broadband End User Licences

Una vez se haya instalado el Software se crea aleatoriamente un identificador único anónimo (UID). Al usar este UID y cada vez que se conecte a la red de Vodafone España, se enviará a un servidor seguro de Vodafone España la siguiente información:

- a) Versión y parámetros de configuración del Software
- b) Tipos de dispositivos y formas de conexión utilizadas (infrarrojos, Bluetooth...)
- c) Versión de su navegador de Internet y de su correo electrónico
- d) Identificador del fabricante de su ordenador
- e) Información sobre la duración de sus conexiones y el volumen de datos intercambiados
- f) En caso de estar en roaming, también se enviará el código del país y el nombre de la red móvil a la que esté conectado.
- g) Tipo de uso. Por ejemplo, búsqueda en Internet, transferencia de datos, acceso a la intranet.
- h) IMEI (identidad del Terminal codificado)

Esta información se almacenará en un servidor seguro para los siguientes propósitos:

- i) Realizar las actualizaciones del servicio. A ese respecto, cada vez que se conecte a la red de Vodafone España se le notificarán al cliente dichas actualizaciones. Se le permitirá optar si desea o no aceptarlos.
- ii) Para realizar las mejoras necesarias del servicio de Mobile Broadband. En ningún caso, Vodafone España la mencionada información con fines de:
 - monitorización de que páginas web se han utilizado o que direcciones han sido contactadas por el cliente.
 - para fines de marketing acciones comerciales.

En ningún caso, dichos datos serán cedidos a ningún tercero.

Si no desea que se use su UID, podrá desactivar esta función. Sin embargo, se advierte que Vodafone España no podrá prestar asistencia completa a los Servicios si se desactiva esta función, debido a que Vodafone España desconoce qué actualizaciones o archivos de software podría necesitar. La explicación sobre cómo desactivar la función UID se encuentra en el portal de asistencia de Vodafone España www.vodafone.es. Vodafone España le informa que al enviar y recibir la información descrita se enviarán pequeñas cantidades de datos durante su conexión. Vodafone España le informa que serán de aplicación las tarifas de las cuales se le informa en el portal de asistencia www.vodafone.es. Por favor, visite la página Web de asistencia para informarse de los gastos normales.

7. Exclusión de garantías

El cliente acepta que el producto se le provea sin ninguna garantía o condición adicional a las derivadas de la legislación vigente. Vodafone España tampoco le garantiza que el Producto se ajuste a sus necesidades o que el funcionamiento del Producto sea ininterrumpido o libre de errores.

8. Limitación de responsabilidades

Vodafone España responderá única y exclusivamente de los servicios que preste por sí misma y de los contenidos directamente originados por Vodafone España e identificados con su copyright. Dicha responsabilidad quedará excluida en los casos en que concurren causas de fuerza mayor o en que la configuración de los equipos del Cliente no sea la adecuada para permitir el correcto uso de los Servicios prestados por Vodafone España.

En cualquier caso, la eventual responsabilidad de Vodafone España frente al Cliente por todos los conceptos quedará limitada como máximo al importe de las cantidades percibidas directamente del Cliente por Vodafone España en función de dichos servicios, con exclusión en todo caso de responsabilidad por daños indirectos o por lucro cesante. Vodafone España no será en ningún caso responsable por productos o servicios prestados u ofertados por el Cliente o por terceras personas o entidades por medio de los Servicios prestados por Vodafone España.

Asimismo, Vodafone España no será en ningún caso responsable por ningún contenido, información, comunicación, opinión o manifestación de cualquier tipo que tengan su origen en el Cliente o en terceras personas o entidades y que se comuniquen, transmitan, vendan o exhiban a través de los Servicios prestados por Vodafone España o por terceros.

9. Legislación y fuero aplicable

Los presentes términos y condiciones se regirán por la legislación española, que será la aplicable en relación con su validez, interpretación, ejecución y cumplimiento. Las partes se someterán irrevocablemente a la exclusiva jurisdicción de los Juzgados y Tribunales de Madrid (España).

Vodafone Mobile Broadband End User Licences

Sri Lanka - DIALOG

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a Vodafone or Dialog Telecom website or supplied to you on a Compact Disc, website or directly from device or any other media either by itself or together with the device; "Services" means data transmission and other services offered by Dialog Telekom under an airtime contract or otherwise; "Software" means the Vodafone software which is supplied to you on the Compact Disc, website or directly from device together with the Mobile Connect/ Broadband Card or downloaded by you separately from a Vodafone website: "we" "us" means Dialog Telekom Limited ("DTL").

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it.

You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the Dialog Telekom or Vodafone SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Dialog Telekom Limited, No475, Union Place, Colombo 2, Sri Lanka. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Dialog Telekom Limited, No475, Union Place, Colombo 2, Sri Lanka.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our customer service centre on 678 if you are using the DTL network, or 0777 678 678 if you are calling from a different network, or write to us at Dialog Telekom Limited, No475, Union Place, Colombo 2, Sri Lanka.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not

Vodafone Mobile Broadband End User Licences

allow DTL to identify any individual users by name. It cannot be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information may be forwarded to DTL when you connect to the DTL network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop and processor manufacturer product ID
- e) Session information including duration and quality/success of connection at location where connection is initiated;
- f) When roaming, the country code and the mobile network to which you are connected.
- g) Type of usage, for example internet browsing, file transfer, intranet access.
- h) IMEI (coded device identity)

This information will be stored on a secure server for the following purposes:

- (i) From time to time DTL may need to update service related settings and this may be done without notification.
- (ii) You may be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
- (iii) Compiling anonymous aggregate information about usage to improve the Mobile Broadband Service. In no event will DTL disclose such information to any third party.

If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that DTL may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please find details on how to disable the UID function on the Vodafone support portal at www.dialog.lk.

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate and typical charges are provided at the support portal www.dialog.lk. Please see the support website for typical costs.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

In the circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of Sri Lanka and the parties hereby irrevocably submit to the exclusive jurisdiction of the Sri Lankan courts.

Sweden - TDC Sweden

Slutanvändarlicensavtal ("SALA")

LÄS NOGGRANT IGENOM NEDANSTÅENDE VILLKOR. GENOM ATT KLICKA PÅ KNAPPEN "ACCEPTERAR" BEKRÄFTAR DU ATT DU HAR LÄST OCH FÖRSTÅTT VILLKOREN I DETTA SALA OCH ATT DU ACCEPTERAR ATT VARA BUNDEN AV VILLKOREN I DET. OM DU INTE HAR LÄST OCH FÖRSTÅTT VILLKOREN I DETTA SALA ELLER INTE ACCEPTERAR ATT VARA BUNDEN AV VILLKOREN, SKA DU INTE KLICKA PÅ KNAPPEN "ACCEPTERAR". OM DU INTE KLICKAR PÅ KNAPPEN "ACCEPTERAR" HAR DU INTE LICENS FÖR ATT ANVÄNDA PROGRAMVARAN OCH SKA DÄRFÖR TA BORT DEN FRÅN DIN DATOR.

1. Definitioner

I detta SALA har följande ord följande betydelser:

- 1.1 "Programvara" betyder Vodafone Mobile Broadband-program som du har hämtat från en webbplats/internetadress eller fått levererad på cd-skiva, USB-enhet, minneskort eller något annat medium, eller som finns lagrat i minnet på maskinvara.
- 1.2 "TDC", "vi" och "oss" betyder TDC Sverige AB.
- 1.3 "Du" betyder den person som installerar eller använder produkten.
(Tillsammans med "parterna" eller var för sig "en part".)

2. Användarlicens

- 2.1 Mot att du accepterar detta SALA ger vi dig en kostnadsfri och icke-exklusiv licens att använda programvaran i enlighet med villkoren i detta SALA.
- 2.2 Du har bara tillstånd att använda programvaran om du har ett aktivt avtal om abonnemang med TDC, och vi ansvarar inte och ger ingen licens för användning av programvaran utan att det finns ett aktivt avtal om abonnemang med TDC.
- 2.3 Du får inte kopiera, ändra, utföra "reverse engineering" på eller dekompilera programvaran eller delar av den (utom i den omfattning det uttryckligen tillåts enligt gällande lagar och bestämmelser). Du får inte tilldela, överlämna eller utfärda underlicens eller på annat sätt distribuera eller göra så att tredje man kan använda programvaran eller någon som helst del av den.
- 2.4 Du har rätt att installera programvaran på mer än en dator och att göra säkerhetskopior av den.
- 2.5 Du är ensam ansvarig för att vidta nödvändiga åtgärder för att säkerhetskopiera data eller på annat sätt se till att data inte går förlorade. Vi ansvarar på intet sätt för någon form av dataförluster (eller någon annan förlust som följer av eller på annat sätt har samband med sådana förluster av data) som du råkar ut för vid användning av programvaran.
- 2.6 Programvaran får användas för att upprätta anslutning till webbplatser, resurser och/eller nätverk i hela världen. Vi ansvarar inte för innehållet, tjänster (inklusive tillgängligheten för) på sådan webbplatser och nätverk eller för förlust eller skada som du råkar ut för vid användning av sådan webbplatser och sådant nätverk.
- 2.7 Du accepterar att du inte kommer att använda programvaran eller någon del av den på ett sådant sätt som står i strid med gällande lagar och bestämmelser.
- 2.8 Du accepterar att du säkert förvarar och hemlighåller åtkomstkoder och annan åtkomstutrustning som du har tagit emot, så att obehörig användning av programvaran förhindras. Vi ansvarar inte för obehörig användning av programvaran, oavsett orsaken därtill.

3. Giltighet

- 3.1 Föreliggande SALA träder i kraft när du klickar på knappen "Accepterar" och gäller till dess det sägs upp eller på annat sätt upphör.
- 3.2 Båda parter kan när som helst säga upp detta SALA. Du kan säga upp föreliggande SALA genom att ta bort programvaran (samt även eventuella säkerhetskopior) på alla datorer som du har installerat den på. TDC kan säga upp detta SALA genom att skicka meddelande till dig om uppsägningen via ett automatiskt uppdateringsmeddelande.
- 3.3 Föreliggande SALA upphör automatiskt att gälla om du bryter mot villkoren och förbehållen i det, eller villkoren och förbehållen i vilket annat avtal som helst, i enlighet med vilket vi eller våra tredjepartsdistributörer har gjort programvaran tillgänglig för dig.

Vodafone Mobile Broadband End User Licences

3.4 Efter det att detta SALA har upphört att gälla åligger det dig att upphöra med användning av programvaran och att radera programvaran (och eventuella säkerhetskopior) på alla de datorer som du har installerat programvaran på.

4. Immateriella rättigheter

Vi och/eller våra licensgivare (alltefter omständigheterna) har alla upphovsrätter (copyright), mönsterrätt, "Look and Feel", varumärken, patent samt andra immateriella rättigheter i och till programvaran. Det faktum att vi har levererat programvaran till dig innebär inte att vi har överfört våra eller våra licensgivares rättigheter till programvaran till dig, utan enbart att vi ger dig tillstånd att använda programvaran uteslutande på det sätt som detta SALA anger i villkoren.

5. Kundtjänst

Om du behöver hjälp med programvaran kan du ringa till vår kundtjänst på telefon +46 8 50 30 50 53. Alternativt kan du skriva till TDC, Box 799, 191 27 Sollentuna, Sverige.

6. Sluppmässiga unika ID:n och anonym rapportering

När du installerar programvaran upprättas ett sluppmässigt unikt ID (UID) på din dator. Detta UID gör det möjligt för Vodafone/TDC att identifiera namn på en enskild användare. Genom att använda detta UID vidarebefordras följande icke-personliga information till Vodafone/TDC när du använder programvaran:

6.1.1 Sluppmässiga ID:n (inklusive sluppmässiga användar- och telefon-ID:n som upprättas när PC-klienten används första gången och när telefonen används första gången tillsammans med en viss version av PC-klienten).

6.1.2 Adressinformation (med ditt riktnummer och land).

6.1.3 Information om din dator (med operativsystem, standardspråk, standardwebbläsare och namnet på ditt modem).

6.1.4 Din uppkoppling (om du ansluter via infraröd port, Bluetooth eller USB).

6.1.5 Datum för den första registreringen av telefon-/datoruppkopplingen.

6.1.6 Information om din uppkoppling (med uppkopplingstid, riktning, antal skickade och mottagna byte, uppkopplingsavgift samt namnet på din nätleverantör).

6.1.7 Information om din telefon (med tillverkare, modell och programvaruversion).

6.2 All information enligt paragraf 6 sparas på en säker server av följande skäl:

6.2.1 Vodafone/TDC kan när som helst behöva uppdatera servicerelaterade inställningar. Sådana uppdateringar kan utföras utan föregående meddelande.

6.2.2 Du kan få meddelande om när uppdateringar och korrigeringar finns tillgängliga. Du kan då välja mellan att godkänna och avvisa dem. Eventuellt vill du kanske hämta större filer/korrigeringar när du är ansluten via en snabbare internetuppkoppling, t.ex. företagets lokala nätverk.

6.2.3 Kompilering av anonym, insamlad information om användning i avsikt att förbättra programvaran.

Vodafone/TDC kommer inte att använda insamlade data som är kompillerad på detta sätt i avsikt att skicka något slags marknadsföringsmaterial till dig och vidarebefordrar inte sådan information till tredje man, med mindre lagen eller någon annan bindande bestämmelse föreskriver att så ska ske.

6.3 Om du inte vill att UID ska användas kan du eller din it-chef avaktivera funktionen. Du avaktiverar funktionen från menyn "Inställningar" – mer information om detta finns på den webbplats som du hämtade programmet från.

6.4 Observera att när ovanstående information skickas kräver det överföring och mottagning av endast små mängder data via din telefons datauppkoppling. Denna trafik debiteras enligt den vanliga taxan för dataöverföring.

7. Garantifriskrivning

I den utsträckning det är tillåtet enligt gällande lagar och bestämmelser ställs programvaran till ditt förfogande "som den är", utan några som helst garantier, förbehåll, förklaringar eller andra villkor beträffande programvaran. Varken vi eller våra licensgivare garanterar att programvaran uppfyller dina krav eller att driften av programvaran kan ske utan avbrott eller fel. I den utsträckning det är tillåtet enligt gällande lagar och bestämmelser avsäger vi oss och utesluter vi och våra licensgivare alla former av garantier, förklaringar, förbehåll och andra villkor av vad slag det än må vara, som har uppstått vare sig uttryckligen eller underförstått eller som följd av lag, sedvanerätt eller annat. Denna paragraf påverkar inte dina i lag fastställda rättigheter.

8. Ansvarsbegränsning

I händelse av oaksamhet från vår sida, som leder till dödsfall eller personskada är vi ersättningskyldiga. I den utsträckning det är tillåtet enligt gällande lagar och bestämmelser har vi eller våra licensgivare i alla övriga förhållanden ingen ersättningsplikt gentemot dig när det gäller kompensation, gottgörelse eller ersättning som uppstår på grund av förlust av nuvarande eller framtida inkomster, förlorad omsättning, förlorad goodwill, förlust

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av eller skadat anseende, förlust av kontrakt och kunder, förlust av förväntade besparingar, förlust av eller skadade data eller program eller andra tänkbara orsaker eller ersättning i samband med indirekta, speciella eller härledda skador eller följdskador, oavsett om ett sådant skadeståndskrav är baserat på skadeståndsrätt (inbegripet oaktsamhet), objektivet ansvar, kontrakt eller annat, även om vi eller våra licensgivare har informerats om möjligheten om sådana förluster eller skador.

9. Avtalets helhet

Detta SALA utgör det fulla och enda avtalet mellan parterna med hänsyn till avtalets föremål och ersätter alla tidigare avtal, vare sig skriftliga eller på annat sätt slutna, mellan parterna beträffande avtalets föremål.

10. Avkall

En parts försummelse att utöva eller fördröja utövning av en rättighet eller ett rättsmedel enligt förevarande SALA eller lagar och bestämmelser innebär inte någon försämring eller något avkall på sådan rättighet eller sådant rättsmedel och inte heller någon försämring eller något avkall på andra rättigheter eller rättsmedel.

11. Tredje mans rättigheter

Detta SALA har uttryckligen och specifikt ingåtts mellan parterna till parternas fördel. Bortsett från vad som anges i föregående paragraf är avsikten med detta SALA inte att det ska vara till fördel för eller rättskraftigt i förhållande till någon annan person, och ingen av parterna kan förklara sig som varande förvaltare av rättigheter enligt avtalet till fördel för tredje man.

12. Överlåtelse

Du får inte överlåta, tilldela, utfärda underlicens och/eller företa novation av detta SALA eller någon av dina rättigheter eller skyldigheter enligt avtalet. Vodafone/TDC har rätt att överlåta, tilldela, utfärda underlicens och/eller företa novation av detta SALA samt alla rättigheter och skyldigheter enligt avtalet, och du samtycker härmed till sådan överlåtelse, tilldelning, underlicens och/eller novation.

13. Tillämplig rätt och laga domstol

Dessa villkor och förbehåll ska underställas svensk jurisdiktion och parterna erkänner härmed oåterkalleligen svensk domstols behörighet.

Switzerland - Swisscom

Licence agreement

Conditions of use

Please read the following provisions carefully before installing the software or selecting "Accept". By installing the software or selecting "Accept" you are indicating your acceptance of the conditions of use set out in this agreement

1. Subject

The conditions set out in this agreement govern the transfer of usage rights for the "Unlimited Data Manager" software (referred to as "software" below) by Swisscom Ltd, Switzerland (referred to as "Swisscom" or "we" below) to the user.

2. Definitions

In this licence agreement, the following terms are understood to have the following meanings:

"Client" refers to a software module integrated into the Unlimited Data Manager software which sends requests in a client/server relationship. "You" refers to the person using the product.

"Software" refers to the Unlimited Data Manager software which supports the Unlimited PC card, including the integrated authentication client. "Product" refers to the Mobile Unlimited package supplied by Swisscom, comprising a NATEL® contract (usually NATEL® data basic), the Unlimited PC card, the Unlimited Data Manager and the Unlimited Packs.

"Service" refers to data transmission via the seamless network link provided by the product (known as handover) between the Services.

"We" and "us" refer to Swisscom.

3. Usage rights

Subject to the existence of a NATEL® contract (usually NATEL® data basic) concluded in advance with the customer, when you purchase the product, we grant you a non-exclusive (sub-) licence (referred to as "licence" below) to use the software for the service. This will enable you to install and run the Unlimited PC card. You may only use the software in conjunction with the product and subject to the usage restrictions outlined in the manual. You have sole responsibility for ensuring that appropriate and reasonable measures (e.g. back-up etc.) are taken to protect your data against loss.

Swisscom grants you the right to download the software from the website, on a floppy disk, on a CD-ROM, in the form of a file attached to an e-mail or any other medium, together with the associated installation and operating instructions.

The product can be used in conjunction with the service to connect to Websites, Internet or corporate Intranet. We do not accept any responsibility for content and services of this type or for damage resulting from their use. You may only use the product for purposes in accordance with applicable legal requirements. To prevent unauthorised use of the product, you must keep passwords and other means of access confidential and store them in a safe place.

You are entitled:

- To use the software on one or more computers or electronic devices alternately, but not simultaneously on several computers or electronic devices under the same registered NATEL® number

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- To copy the software for multiple use or for back-up purposes (max. 1 back-up copy) provided each copy contains all proprietary designations of the original software and these licence provisions

You are not entitled:

- To use or copy the software in any other way than that set out in this licence
- To lend, rent, lease, give away, sell, pledge, transfer, distribute, assign or sublicense the original copy or back-up copies of the software to other persons or companies on a temporary or permanent basis except as set out above
- To copy, modify, manipulate or decompile the software and/or the client running in or on it - or any part of that client - unless permission to do so is explicit and mandatory under the applicable legal regulations.
- As well, you are not entitled to use another means to retranslate the software into a legible format, integrate it wholly or in part into a different software program or rename or delete files contained in it.
- To duplicate the manual

Swisscom reserves all other rights pertaining to the use or re-use of the software.

4. Replacement, modification, upgrade

Swisscom reserves the right to replace, modify or upgrade the software at any time and without observation of restriction periods. Software modifications and upgrades may lead to the software becoming subject to charge or to older software versions no longer being supported or to amendments to prices, the scope of service and the service provisions. By continuing to use the service, the user confirms acceptance of these changes.

Software updates will be made available on a website. You are responsible for updating the software to the latest version and for any consequences resulting from failure to carry out updates.

5. Termination

The licence is for an indefinite period and remains valid until terminated. You may terminate the licence at any time by deleting the software from all devices and sending it back.

The licence will expire:

- On cancellation of the mobile contract on which it is based or on withdrawal of the mobile number or
- In the event of infringements of the software usage provisions or
- If Swisscom discontinues the service or
- If Swisscom withdraws the licence for compelling reasons
- If the customer deletes the software from all terminals

When the licence is terminated, you must cease to use the software and the product and must delete the software and all back-up copies from all devices. The guarantee and liability restrictions outlined below will continue to apply after expiry of the licence.

6. Intellectual property rights

We and/or our licensors retain all copyrights and design rights (including "look and feel"), trade mark and other intellectual property rights pertaining to the product. In supplying you with the product, we (and/or our licensors) do not transfer to you intellectual property rights of any nature pertaining to the product. We simply grant you the right to use the product solely in accordance with the conditions of use set out in this licence

The program contains an WLAN/EAP-SIM client developed by FUNK Software, Inc.

7. Customer Care

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Should you require product assistance, please contact Customer Care using the number provided in the product's Help menu.

8. Quality of Product and Services

In order to guarantee consistency in the quality of our products and services, login data will be generated with details of the MSISDN, the software version of Unlimited Data Manager and the PC operating system plus details of the hardware/firmware version of the PC Card being used. The data will be recorded/evaluated centrally at Swisscom. The processing of the data is subject to data protection regulations.

9. Guarantee

Swisscom guarantees that the data carriers on which the software is supplied will not exhibit material or manufacturing defects when used under normal conditions. This guarantee is valid for ninety (90) days following acceptance of these licence conditions. The guarantee provided by and liability on the part of Swisscom and its licensors will be limited to Swisscom replacing CD(s)/diskette(s) or terminating the licence.

Swisscom and its licensors do not grant any other explicit, implicit or other guarantees in addition to the restricted guarantees outlined explicitly above. Insofar as permitted by law, Swisscom and its licensors hereby repudiate any implicit guarantee pertaining to the marketability or suitability of the software for a specific purpose, fitness for use, the guarantee of standard commercial quality, imperfection in title and to right of ownership. Swisscom and the licensors cannot guarantee that the software is fail-safe or error-free. It is your responsibility to ensure that you select a program and hardware suitable to meet your intended requirements. You are also responsible for installation and use, and for the results obtained with the software.

10. Liability

The user will bear all risks with regard to the result of installation and the functionality of the product in this respect. We or our licensors accept no liability whatsoever for forgone profits or losses sustained (e.g. including loss pertaining to goodwill, image or reputation, savings not made, etc.), for loss or damage affecting data or programs, for indirect or consequential damage of any type, regardless of whether such damage was intentional or due to negligence (i.e. even if we or our licensors had been informed of the possibility of such damage). Swisscom will likewise accept no liability for damage claims made by third parties.

11. Jurisdiction and applicable law

These conditions of use are governed by Swiss law. The place of jurisdiction is Berne, Switzerland.

Lizenzvereinbarung

Benutzungsbedingungen

Bitte lesen Sie die nachfolgenden Bestimmungen sorgfältig durch, bevor Sie die Software installieren oder die "Akzeptieren"-Taste drücken. Mit dem Installieren der Software oder dem Drücken der "Akzeptieren"-Taste anerkennen Sie die nachstehenden Benutzungsbedingungen.

1. Gegenstand

Die nachfolgenden Bedingungen regeln die Nutzungsüberlassung der Software "Unlimited Data Manager" (im folgenden Software genannt) durch die Swisscom AG, Schweiz (im folgenden "Swisscom" oder "wir" genannt) gegenüber dem Nutzer.

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2. Definitionen

In diesen Lizenznutzungsbestimmungen haben die nachfolgenden Begriffe folgende Bedeutung:

"Client" meint ein Softwaremodul in einer Client/Server-Beziehung, welches in die Unlimited Data Manager Software integriert ist.

"Sie" meint die das Produkt benutzende Person.

"Software" meint die Unlimited Data Manager Software, welche die Unlimited PC-Card unterstützt, inklusive dem integrierten Authentication Client; "Produkt" meint das von Swisscom gelieferte Mobile Unlimited-Paket, welches aus einem NATEL® Vertrag (in der Regel NATEL® data basic), der Unlimited PC Card, dem Unlimited Data Manager und den Unlimited Packs besteht;

"Service" meint die Datenüberübertragung über und der durch das Produkt ermöglichte unterbrechungsfreie Netzübergang (sog. Handover) zwischen den Services.

"Wir" und "uns" meint Swisscom.

3. Nutzungsüberlassung

Unter der Voraussetzung eines mit dem Kunden vorexistierenden NATEL®-Vertrages (in der Regel NATEL® data basic) gewähren wir Ihnen beim Kauf des Produktes eine nicht-exklusive (Unter-)Lizenz (nachstehend "Lizenz") zur Benutzung der Software für den Service. Damit können Sie die Unlimited PC Card installieren und steuern. Sie dürfen die Software nur zusammen mit dem Produkt und unter Beachtung der Benutzungsbeschränkungen gemäss dem Manual verwenden. Sie sind alleinig verantwortlich für das Ergreifen geeigneter und angemessener Massnahmen (z.B. back up) für die Sicherung Ihrer Daten gegen Datenverlust.

Swisscom erlaubt Ihnen das Herunterladen der Software von der Webseite, auf einer Diskette, einer CD-ROM, in einer E-Mail mit Dateianhang oder auf einem anderen Medium mit den dazugehörigen Installierungs- und Betriebsanweisungen.

Das Produkt kann zusammen mit dem Service zum Verbinden ins Internet oder ins Unternehmensnetz verwendet werden. Wir lehnen jede Verantwortung für derartige Inhalte und Dienste und für die aus deren Benutzung resultierenden Schäden ab. Sie dürfen das Produkt nicht derart benutzen, dass anwendbare Rechtsvorschriften verletzt werden. Um unbefugte Benutzung des Produktes zu verhindern, müssen Sie Passwörter und andere Zugangsmittel geheim halten und an einem sicheren Ort aufbewahren.

Sie sind berechtigt,

- die Software auf einem oder alternierend auf mehreren Computern oder elektronischen Geräten zu verwenden, nicht aber gleichzeitig auf mehreren Computern oder elektronischen Geräten unter derselben registrierten NATEL® Rufnummer,
- die Software für Mehrfachnutzung oder für Sicherungszwecke (max. 1 Sicherungskopie) zu kopieren, vorausgesetzt, jede Kopie enthält sämtliche geschützten Bezeichnungen der Originalsoftware sowie die vorliegenden Lizenzbestimmungen.

Sie sind nicht berechtigt,

- die Software in einer anderen als in der vorliegenden Lizenz erlaubten Weise zu verwenden oder zu kopieren,
- die Originalkopie oder Sicherungskopien der Software an andere Leute oder Firmen vorübergehend oder dauernd auszuleihen, zu vermieten, verleasen, verschenken, verkaufen, verpfänden, übertragen, verteilen, abzutreten, oder in Unterlizenz zu überlassen, ausser wie weiter oben ausgeführt,
- die Software und/oder den darin oder darauf enthaltenen Client - oder je Teile davon - zu kopieren, zu verändern, zurückzuentwickeln (reverse engineering) oder zu dekompileieren, soweit dies nicht ausdrücklich und zwingend durch anwendbares Recht erlaubt ist,
- die Software in einer anderen Weise in eine lesbare Form zurückzuübersetzen, sie ganz oder teilweise in eine andere Software zu integrieren oder die in der Software enthaltenen Dateien umzubenennen oder zu

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löschen,

- das Handbuch zu vervielfältigen.

Swisscom behält sich alle weitergehenden Rechte zur Nutzung oder Verwertung der Software vor.

4. Ersetzung, Modifikation, Upgrade

Swisscom behält sich das Recht vor, die Software jederzeit und ohne Beachtung von Sperrfristen zu ersetzen, zu modifizieren oder ein Upgrade durchzuführen. Anpassungen und Upgrades der Software können dazu führen, dass die Software kostenpflichtig wird, ältere Softwareversionen nicht mehr unterstützt und die Preise, der Leistungsumfang und die Leistungsbestimmungen angepasst werden. Bei Weiternutzung akzeptiert der Nutzer die Änderungen.

Die Software-Updates werden auf einer Webseite zur Verfügung stehen. Sie sind dafür verantwortlich, dass die Software mit der letzten Softwareversion aktualisiert wird. Sie tragen die Folgen fehlender Aktualisierungen.

5. Beenden

Die Laufzeit der Lizenz ist grundsätzlich unbefristet. Die Lizenz ist bis zu ihrer Beendigung gültig. Sie können die Lizenz jederzeit durch die Löschung der Software von allen Geräten und Zurückschicken der Software beenden.

Die Lizenz fällt dahin,

- bei Beendigung des zugrunde liegenden Mobilfunkvertrages bzw. Rücknahme der Rufnummer oder
- bei Verstössen gegen die Software-Nutzungsbestimmungen oder
- wenn Swisscom den Service einstellt oder
- wenn Swisscom die Lizenz aus einem wichtigen Grund beendet
- der Kunde die Software von allen Endgeräten löscht

Mit Beendigung der Lizenz dürfen Sie das Produkt nicht mehr benutzen und müssen die Software - inklusiven allen Backup-Kopien - von allen Geräten löschen. Die unten aufgeführten Garantie- und Haftungsbeschränkungen bleiben auch nach Erlöschen der Lizenz in Kraft.

6. Immaterialgüterrechte

Wir und/oder unser Lizenzgeber besitzen alle Urheber und -Designrecht (auch bezüglich "Look and Feel"), Marken- und andere Immaterialgüterrechte am Produkt. Durch die Erbringung des Produktes an Sie werden keinerlei Immaterialgüterrechte am Produkt von uns (bzw. unseren Lizenzgebern) an Sie übertragen, wir gestatten Ihnen nur, das Produkt ausschliesslich gemäss den Benutzungsbedingungen dieser Lizenz zu benutzen.

Das Programm beinhaltet einen von FUNK Software, Inc. entwickelten WLAN/EAP-SIM Client.

7. Kundendienst

Falls Sie Hilfe zum Produkt benötigen, rufen Sie bitte unseren Kundendienst auf die im Hilfemenü des Produktes angegebene Rufnummer an.

8. Produkt- und Servicequalität

Zur Sicherstellung einer gleichbleibenden Produkt-/Servicequalität werden Log-in Daten mit Angaben zur MSISDN, der Softwareversion des Unlimited Data Managers und des PC-Betriebssystems sowie Hard-/Firmwareversion der verwendeten PC Card generiert und zentral bei Swisscom aufgezeichnet/ausgewertet. Die Behandlung der Daten unterliegen dem Datenschutz.

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9. Gewährleistung

Swisscom gewährleistet, dass die Datenträger, auf denen die Software vertrieben wird, bei normalem Gebrauch frei von Material- und Herstellungsfehlern sind. Diese Garantie erstreckt sich über neunzig (90) Tage ab Annahme dieser Lizenzbedingungen. Die Gewährleistung und die Haftung von Swisscom und ihrer Lizenzgeber beschränken sich darauf, dass Swisscom nach ihrem Ermessen CD(s)/Diskette(n) ersetzt oder die Lizenz beendet.

Neben den oben ausdrücklich genannten eingeschränkten Gewährleistungen werden Ihnen durch Swisscom und ihre Lizenzgeber keinerlei ausdrückliche, stillschweigende oder anderweitige Garantien gewährt. Swisscom und ihre Lizenzgeber weisen hiermit im gesetzlich zugelassenen Ausmass ausdrücklich jegliche stillschweigende Garantie für die Marktfähigkeit oder Eignung der Software für einen bestimmten Zweck, für die Gebrauchstauglichkeit, für die Gewährleistung für handelsübliche Qualität, für Rechtsmängel und für Eigentumsrecht zurück. Swisscom und die Lizenzgeber übernehmen keine Garantie dafür, dass die Software ausfallsicher oder fehlerfrei ist. Die Verantwortung für die Auswahl des Programms und der Hardware, um die von Ihnen beabsichtigten Ergebnisse zu erzielen, sowie für die Installation, Verwendung und mit der Software erzielten Ergebnisse liegt bei Ihnen.

10. Haftung

Das Risiko hinsichtlich des Ergebnisses und der Funktionsfähigkeit im Zusammenhang mit der Installation des Produkts wird vollumfänglich vom Nutzer getragen. Wir oder unsere Lizenzgeber lehnen jegliche Haftung für entgangenen Gewinn oder eingetretenen Verlust (z.B. auch Goodwill-, Image- oder Reputationsverluste, nicht realisierte Einsparungen etc.), Verluste oder Beschädigungen an Daten oder Programmen, für jeglichen indirekten oder Folgeschäden ab, unabhängig davon, ob diese Schäden absichtlich oder fahrlässig verursacht wurden, d.h. auch dann, wenn wir oder unsere Lizenzgeber über die Möglichkeit derartiger Schäden informiert waren. Ebenso wenig haftet Swisscom für Schadenersatzforderungen von Drittparteien.

11. Gerichtsstand und anwendbares Recht

Diese Benutzungsbedingungen unterliegen Schweizerischem Recht. Gerichtsstand ist Bern (CH).

Accord de licence

Conditions d'utilisation

Veuillez lire attentivement les dispositions suivantes avant d'installer le logiciel ou de cliquer sur le bouton «J'accepte». En installant le logiciel ou en cliquant sur le bouton «J'accepte», vous reconnaissez les conditions d'utilisation décrites ci-après.

1. Objet

Les présentes conditions régissent la mise à la disposition de l'utilisateur du logiciel «Unlimited Data Manager» (appelé ci-après «logiciel») par Swisscom SA, Suisse (appelée ci-après «Swisscom» ou «nous»).

2. Définitions

Dans les présentes dispositions d'utilisation de licence, les termes ci-dessous ont la signification suivante:

«Client» désigne un module logiciel de consultation de données dans une architecture client/serveur, qui est intégré au logiciel Unlimited Data Manager.

«Logiciel» désigne le logiciel Unlimited Data Manager qui supporte la carte PC Unlimited, y compris le client d'authentification intégré.

«Nous» fait référence à Swisscom.

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«Produit» désigne l'offre combinée Mobile Unlimited de Swisscom, qui se compose d'un contrat NATEL®(en règle générale NATEL® data basic), de la carte PC Unlimited, du Unlimited Data Manager et des packs Unlimited.

«Service» désigne la transmission de données ainsi que le transfert sans coupure («handover») entre réseau service proposé par le produit.

«Vous» désigne la personne qui utilise le produit.

3. Mise à disposition à des fins d'usage

A la condition que vous disposiez au préalable d'un contrat NATEL® (en général NATEL® data basic), nous vous accordons à l'achat du produit une (sous-)licence non exclusive (appelée ci-après «licence») d'utilisation du logiciel pour le service. Elle vous permet d'installer et de piloter la carte PC Unlimited. Vous ne devez utiliser le logiciel qu'avec ce produit et en respectant les restrictions d'utilisation qui sont mentionnées dans le manuel. Vous êtes seul responsable de la prise de mesures adaptées (telles qu'un back-up notamment) pour éviter toute perte de données.

Swisscom vous autorise à télécharger le logiciel avec les instructions d'installation et d'utilisation correspondantes depuis son site internet sur une disquette, sur un CD-ROM, en pièce jointe dans un courrier électronique ou sur un autre support.

Vous pouvez utiliser le produit avec le service pour vous connecter sur internet ou au réseau de votre entreprise. Nous déclinons toute responsabilité en ce qui concerne les contenus et les services de ce type et les dommages qui pourraient résulter de leur utilisation. Vous êtes tenu d'utiliser ce produit en veillant à ne pas violer les dispositions légales applicables. Pour éviter toute utilisation non autorisée du produit, vous devez tenir vos mots de passe et autres moyens d'accès secrets et les conserver dans un endroit sûr.

Vous avez le droit

- d'utiliser le logiciel sur un ou plusieurs ordinateurs ou appareils électroniques en alternance; l'utilisation simultanée du logiciel sur plusieurs ordinateurs ou appareils électroniques sous le même numéro d'appel NATEL® n'est pas autorisée,
- de copier le logiciel afin de l'utiliser sur plusieurs appareils ou à des fins de sauvegarde (une copie de sauvegarde au maximum), à la condition que la copie comprenne l'ensemble des désignations protégées du logiciel original ainsi que les présentes dispositions relatives à la licence.

Vous n'avez pas le droit

- d'utiliser ou de copier le logiciel d'une toute autre manière que celle qui a été autorisée dans la présente licence,
- de prêter l'original ou la copie de sauvegarde du logiciel à d'autres personnes ou sociétés, à titre temporaire ou permanent, ni de les louer, de les proposer en leasing, de les offrir, de les vendre, de les mettre en gage, de les transférer, de les distribuer, de les céder ou d'en donner des sous-licences autrement que dans le cadre décrit ci-dessus,
- de copier, de modifier, de manipuler (« reverse engineering ») ou de décompresser le logiciel et/ou le client qu'il comprend, en tout ou en partie, si cela n'est pas expressément et obligatoirement autorisé par le droit applicable. De même, vous n'avez pas le droit de le rendre lisible de toute autre manière, ni de l'intégrer en tout ou en partie à un autre logiciel, ni de renommer ou de supprimer les fichiers du logiciel.
- de reproduire le manuel

Swisscom se réserve tous les autres droits d'utilisation ou d'exploitation du logiciel.

4. Remplacement, modification, mise à niveau

Swisscom se réserve le droit de remplacer, de modifier le logiciel ou de le mettre à niveau à tout moment et sans devoir tenir compte de périodes de restriction. Les adaptations et les mises à niveau du logiciel peuvent impliquer que le logiciel devienne payant, que d'anciennes versions du logiciel ne soient plus supportées et que

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les prix, les prestations et les dispositions relatives à celles-ci soient modifiés. En continuant à utiliser le logiciel, l'utilisateur accepte les modifications.

Les mises à jour du logiciel sont mises à la disposition des utilisateurs sur un site internet. Vous êtes responsable de l'actualisation du logiciel et du téléchargement de la dernière version disponible. C'est vous qui supportez les conséquences d'une absence d'actualisation.

5. Fin de la licence

La licence a en principe une durée illimitée. Elle est valable jusqu'à ce que Swisscom y mette fin). De votre côté, vous pouvez à tout moment mettre fin à la licence en supprimant le logiciel de tous vos appareils et en renvoyant le logiciel.

La licence prend fin

- à l'issue du contrat de téléphonie mobile sur lequel elle se base, ou du retrait du numéro d'appel, ou
- en cas de violation des dispositions d'utilisation du logiciel, ou
- lorsque Swisscom met fin au service, ou
- lorsque Swisscom met fin à la licence pour une raison importante, ou
- lorsque vous supprimez le logiciel de tous vos terminaux.

A la fin de la licence, vous ne pouvez plus utiliser le logiciel ni le produit et devez supprimer le logiciel (*év. le programme*) de tous vos appareils, y compris toutes les copies de sauvegarde. Les restrictions de garantie et de responsabilité mentionnées ci-après restent en vigueur même après la fin de la licence.

6. Droits immatériels

Nous et/ou le donneur de licence possédons tous les droits d'auteur et de protection des designs (également en ce qui concerne l'aspect et la convivialité du logiciel), les droits de propriété des marques et les autres droits immatériels sur le produit. En vous fournissant le produit, nous (ou nos donneurs de licence) ne vous transférons en aucune manière les droits immatériels qui y sont liés, nous vous permettons uniquement d'utiliser le produit conformément aux conditions de la présente licence.

Le logiciel comporte un client WLAN/EAP-SIM développé par la société FUNK Software, Inc.

7. Service à la clientèle

Si vous avez besoin d'aide pour le produit, veuillez téléphoner à notre service à la clientèle au numéro indiqué dans le menu d'aide du produit.

8. Qualité du produit et du service

Pour garantir une qualité constante du produit et du service, les données d'annonce sont générées avec des indications concernant MSISDN, la version logicielle de Unlimited Data Manager, du système d'exploitation PC ainsi qu'avec celles de la version de la carte PC et de son micrologiciel. Ces données sont ensuite enregistrées et évaluées de manière centralisée chez Swisscom où elles sont traitées dans le respect de la loi sur la protection des données.

9. Garantie

Swisscom garantit que les supports de données sur lesquels le logiciel est fourni sont exempts de défauts de matériau et de fabrication dans le cadre d'une utilisation normale. Cette garantie se prolonge pendant nonante (90) jours à partir de l'acceptation des conditions de licence. La garantie et la responsabilité de Swisscom et de ses donneurs de licence se limitent au fait que Swisscom remplace les CD et disquettes ou met fin à la licence selon son appréciation.

Swisscom et ses donneurs de licence ne vous accordent aucune garantie explicite, tacite ou de quelque autre nature que ce soit en dehors des garanties expressément mentionnées ci-dessus. Swisscom et ses donneurs

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de licence rejettent ainsi expressément, dans les limites fixées par la loi, toute garantie tacite quant à la compétitivité ou à l'adéquation du logiciel à un usage précis, à sa compatibilité, à l'assurance de la qualité habituelle, aux lacunes juridiques et au droit de propriété. Swisscom et les donneurs de licence ne garantissent pas que le logiciel est protégé contre les défaillances ni exempt d'erreurs. L'utilisateur est lui-même responsable du choix du programme et du matériel nécessaires pour atteindre les objectifs qu'il s'est fixés, de même que de l'installation et de l'utilisation du logiciel et des résultats obtenus avec celui-ci.

10. Responsabilité

L'utilisateur supporte entièrement les risques liés aux résultats et à la compatibilité en relation avec l'installation du produit. Nous ou nos donneurs de licence déclinons toute responsabilité pour tout manque à gagner ou perte (notamment aussi pertes de goodwill, d'image, de réputation, économies non réalisées, etc.), toute perte ou détérioration de données ou de programmes, tout dommage indirect ou consécutif, indépendamment du fait que ces dommages aient été causés intentionnellement ou par négligence, c'est-à-dire également si nous ou nos donneurs de licence étions informés de l'éventualité de tels dommages. Swisscom ne peut également pas faire l'objet de demandes en dommages-intérêts par des tiers.

11. For et droit applicable

Ces conditions d'utilisation sont soumises au droit suisse. Le for est Berne (CH).

Accordo di licenza

Condizioni d'impiego

Si prega di leggere attentamente le seguenti condizioni prima di installare il software o di cliccare su "Accetto". Le seguenti condizioni d'impiego si intendono accettate al momento dell'installazione del programma oppure una volta cliccato su "Accetto".

1. Oggetto

Le seguenti condizioni regolano la cessione all'utente dell'utilizzo del software "Unlimited Data Manager" (di seguito il "software") da parte di Swisscom AG, Svizzera (denominata nel seguito "Swisscom" oppure "noi").

2. Definizioni

Nelle presenti condizioni d'impiego relative alla licenza i seguenti concetti hanno il significato loro attribuito di seguito:

Per "Client" si intende un modulo software di richiesta in un rapporto Client/Server integrato nel software Unlimited Data Manager;

Per "utente" si intende la persona che utilizza il prodotto;

Per "software" si intende il software Unlimited Data Manager che supporta la Unlimited PC Card (scheda dati per PC), incluso l'Authentication Client integrato;

Per "Prodotto" si intende il pacchetto di Mobile Unlimited fornito da Swisscom, costituito da un contratto NATEL® (di solito NATEL® data basic), dalla Unlimited PC Card, da Unlimited Data Manager e dai pacchetti Unlimited;

Per "servizio" si intende la trasmissione dei dati e il passaggio di rete senza interruzioni consentito dal prodotto (il cosiddetto handover) tra servizio.

Per "noi" si intende Swisscom.

3. Cessione dell'utilizzo

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Partendo dal presupposto che l'utente abbia già stipulato un contratto NATEL® (di solito NATEL® data basic), al momento dell'acquisto del prodotto concediamo all'Utente una (sotto-) licenza non esclusiva (denominata nel seguito "licenza") per l'utilizzo del software ai fini del servizio. Ciò premesso, l'utente è autorizzato a procedere con l'installazione e l'impostazione della Unlimited PC Card. Il software può essere utilizzato soltanto unitamente al prodotto e nel rispetto delle restrizioni per l'uso indicate nel manuale. L'utente conviene di essere l'unico responsabile per l'adozione delle misure opportune ed adeguate (ad es. back up ed altre) per la protezione dei dati contro un'eventuale perdita degli stessi.

Swisscom autorizza l'utente a trasferire il software dal sito web su floppy, su CD ROM, su un allegato ad una e-mail oppure su un altro dispositivo, unitamente alle relative istruzioni per l'installazione e l'uso.

Il prodotto può essere utilizzato insieme al servizio per effettuare il collegamento ad internet oppure alla rete aziendale. Si declina qualsiasi responsabilità per i relativi contenuti e servizi nonché per eventuali danni risultanti dal loro utilizzo. Non è consentito alcun utilizzo del prodotto che possa comportare una violazione delle disposizioni di legge in vigore. Al fine di evitare qualsiasi uso illecito del prodotto, l'utente deve mantenere la segretezza in merito alla password e ad altri strumenti di accesso e conservarli in un luogo sicuro.

L'utente è autorizzato a:

- utilizzare il software su uno o alternativamente su diversi computer o dispositivi elettronici, ma non contemporaneamente su più computer o dispositivi elettronici con il medesimo numero di chiamata NATEL® registrato;
- copiare il software per diversi usi oppure per motivi di sicurezza (max. 1 copia di sicurezza), a condizione che ciascuna copia contenga tutti i codici protetti del software originale e le presenti condizioni per la concessione della licenza.

L'utente non è autorizzato a:

- utilizzare o a copiare il software secondo modalità diverse da quella prevista nella presente licenza;
- dare in prestito temporaneamente o permanentemente ad altre persone o aziende la copia originale o le copie di sicurezza del software, e nella stessa misura noleggiare, dare in leasing, regalare, vendere, dare in pegno, trasmettere, distribuire, cedere o dare in sottolicenza le stesse, oltre i limiti di quanto sopra indicato;
- copiare, modificare, manipolare (reverse engineering) o decompilare il software e/o il Client in o su di esso contenuto, ovvero tutte le relative componenti, salvo ove esplicitamente consentito dalla legge in vigore. Non è altresì consentita la conversione in forma leggibile in altra modalità, l'integrazione totale o parziale in un altro software, ovvero rinominare o cancellare i dati contenuti nel software;
- riprodurre il manuale.

Swisscom si riserva tutti gli altri diritti concernenti l'impiego del software.

4. Sostituzione, modifica, aggiornamento

Swisscom si riserva il diritto di sostituire, modificare o aggiornare il software in qualsiasi momento e senza alcun obbligo di rispettare eventuali periodi d'attesa. Gli adattamenti e aggiornamenti possono comportare che l'utilizzo del software diventi pagabile, che il supporto per versioni di software non attuali venga a mancare, che i prezzi, l'entità e le condizioni delle prestazioni subiscano delle modifiche. Con la continuazione dell'utilizzo del software, l'utente accetta le modifiche.

Gli aggiornamenti del software vengono messi a disposizione su un sito web. L'utente è responsabile dell'aggiornamento del software con le ultime versioni. Eventuali conseguenze dovute alla mancata esecuzione degli aggiornamenti saranno a carico dell'utente.

5. Cessazione

Per principio, la licenza ha una durata illimitata. Essa è valida fino alla propria cessazione. L'utente può terminare la licenza in qualsiasi momento con la cancellazione del software (dei programmi) da tutti gli apparecchi e con la restituzione del software.

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La licenza decade:

- allo scadere del contratto di base di telefonia mobile o alla revoca del numero di chiamata; oppure
- in caso di violazione delle condizioni d'impiego del software; oppure
- in caso di cessazione del servizio da parte di Swisscom; oppure
- qualora Swisscom revochi la licenza per un motivo grave; oppure
- qualora il cliente cancelli il software da tutti i terminali.

Alla scadenza della licenza l'utente non è più autorizzato ad utilizzare il software e il prodotto, e dovrà pertanto cancellare il software (i programmi), incluse tutte le copie di back up, da tutti gli apparecchi. Le limitazioni di garanzia e di responsabilità specificate di seguito restano in vigore anche dopo la cessazione della licenza.

6. Diritti immateriali

A noi e/o al nostro licenziante spettano tutti i diritti d'autore e di design (anche in merito a "Look and Feel"), di marchio e di qualsiasi diritto immateriale relativo al prodotto. Con la fornitura del prodotto non viene trasferito all'utente nessun diritto immateriale da parte nostra (e/o del nostro licenziante), fatta eccezione per il diritto all'impiego del prodotto in conformità alle condizioni d'impiego della presente licenza.

Il programma contiene un Client EAP-SIM sviluppato da FUNK Software, Inc.

7. Servizio clientela

In caso di bisogno di assistenza per il prodotto, si prega di rivolgersi al nostro servizio clientela mediante il numero di telefono indicato nel menu guida del prodotto.

8. Qualità dei prodotti e dei servizi

Per assicurare una qualità costante dei prodotti e dei servizi, vengono generati dati di log-in con le indicazioni relative all'MSISDN, alla versione software dell'Unlimited Data Manager e al sistema operativo del PC nonché alla versione hardware e firmware della scheda PC utilizzata che vengono poi registrati/elaborati centralmente presso Swisscom. Il trattamento dei dati è sottoposto alle disposizioni relative alla protezione dei dati.

9. Garanzia

Swisscom garantisce che i supporti dei dati su cui il software viene commercializzato non presentano alcun difetto di materiale ovvero di fabbricazione, fermo restando che l'utente ne faccia un uso normale. La garanzia ha una validità di novanta (90) giorni dal momento dell'accettazione delle presenti condizioni di licenza. La garanzia e la responsabilità di Swisscom e del suo licenziante si limitano al fatto che Swisscom può sostituire il/i CD/floppy o revocare la licenza a propria discrezione. Fermo restando le limitazioni della garanzia menzionate esplicitamente sopra, Swisscom e il licenziante non forniscono ulteriori garanzie espresse o implicite o di altra natura. Con la presente, nel limite consentito dalla legge, Swisscom Mobile e il licenziante respingono espressamente ogni garanzia implicita in merito alla conformità di mercato o all'adeguatezza del software per un determinato scopo, all'idoneità d'impiego, alla garanzia della qualità conforme all'usanza commerciale, a difetti giuridici e al diritto di proprietà. Swisscom e il licenziante non si assumono alcuna responsabilità in merito alla sicurezza intrinseca o all'assenza di difetti del prodotto. L'utente si assume la responsabilità della scelta del programma e dell'hardware, al fine di ottenere i risultati previsti, così come dell'installazione, dell'impiego e dei risultati ottenuti grazie al software.

10. Responsabilità

L'utente si assume la totale responsabilità del rischio relativo al risultato ed alla funzionalità in merito all'installazione del prodotto. Noi o il licenziante decliniamo qualsiasi responsabilità per mancato guadagno o per un'eventuale perdita (ad es. anche perdite di goodwill, d'immagine o di reputazione, mancato guadagno ecc.), per perdite di dati o programmi o per danni agli stessi, per danni indiretti o conseguenti,

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indipendentemente dal fatto che tali danni possano essere stati causati intenzionalmente o per negligenza, anche nel caso in cui noi o il licenziante fossimo stati informati della possibilità di una tale evenienza. Swisscom declina infine ogni responsabilità per richieste di risarcimento danni da parte di terzi.

11. Foro competente e diritto applicabile

Le presenti condizioni d'impiego sottostanno al diritto svizzero. Il foro competente è Berna (CH).

Taiwan - Chungwha

使用授權合約

請於啟用本軟體或按 [接受] 按鈕前，詳讀下列條款。本軟體一經啟用或您按下[接受] 按鈕時，即視同您已詳讀並同意本合約條款內容，並願受其約束。

1. 定義：

下列用語於本合約中之意義如下：「您」係指本產品的使用者；「產品」係指您從Vodafone網站下載、隨機附贈的光碟或內建於裝置中的軟體及裝置；「服務」係指中華電信根據雙方通信合約所提供的資料傳輸或其他電信服務；「軟體」係指在光碟、網站上或內建於裝置中免費提供給您的 **Vodafone Mobile Broadband**軟體；「中華電信」、「我們」係指中華電信股份有限公司。

2. 使用權

經授權您可享受「產品」與「服務」之非專屬使用權。但軟體使用於非中華電信所屬網路或 SIM卡，不在授權範圍內，故我們或授權人不負任何賠償等責任。您不得任意複製、修改、進行反向組譯或解編本「產品」的任何部分，並禁止以移轉、指定、授權或透過其他方式將「產品」之全部或部分散佈或供第三人使用。

您可複製一份「軟體」，作為備份用途。並請以審慎及適當之方式保存資料，以防止資料喪失。

對於使用本「產品」連結至全球各網站、資料庫和/或電信網路，取得內容及服務所遭受的任何損失或損害，我們或授權人將不負任何責任。

您同意不會將「產品」的任何一部分使用於違法用途，並且負有防止他人未經授權擅自使用本「產品」之義務。

3. 終止

本授權效力於終止前皆為有效。當您刪除「軟體」（包含任何形式的備份），並將「產品」歸還，本授權合約即為終止。如有違反本合約條款或其他「產品」相關之合約條款，本授權合約將自動終止。

本合約終止時，請停止使用「產品」並刪除「軟體」（包含任何形式的備份），並請將「產品」歸還。

4. 智慧財產權

「產品」所有相關之著作、設計、外觀與感官、商標等智慧財產權，均屬授權人所有，中華電信僅負責「產品」之提供。請依本授權合約規定範圍為合理使用。

5. 客戶服務

如需諮詢與「產品」有關之問題，請洽中華電信客服中心，中華電信手機直撥800或市話撥0800080090或上中華電信網站 <http://www.emome.net> 查詢。其他相關資訊請參考 Vodafone網站 <http://www.support.vodafone.com>。

6. 唯一識別碼

當您安裝本「產品」時，匿名唯一識別碼（UID）將隨機建立。Vodafone公司並不能藉由UID 辨識出任何使用者。識別碼亦不會作為監控您所瀏覽的網站或曾經往來之電子郵件地址使用。本「產品」連線至網路時，下列非個人資料將透過UID傳送回Vodafone公司。

- a) 「軟體」的版本和設定；
- b) 連線方法，例如紅外線和藍芽或其他裝置；
- c) 網頁瀏覽器和電子郵件軟體版本資料；
- d) 筆記型電腦和處理器製造商的產品ID；
- e) 使用資訊，包括連線時間、連線品質及初始連線位置的成功與否；
- f) 漫遊時，您使用的國碼及行動網路；
- g) 使用類型，例如：瀏覽網頁、檔案傳輸、內部網路存取；
- h) IMEI（機身識別碼）。

上述資訊將存放在安全的伺服器上，作為以下用途：

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- (i) Vodafone 公司隨時更新服務相關設定。
- (ii)根據您的喜好設定，於每次（每週或每月）連線時，可能會收到關於各種軟體更新和修補程式之通知。您可選擇是否接受此種更新或決定是否透過較快速的網際網路連線時（例如公司內部網路）下載較大的檔案/修補程式。
- (iii)整理經彙總的匿名使用狀況資訊，以改善行動寬頻服務。Vodafone公司絕不會將此類資訊洩露給任何第三方。

如您不同意上述 UID 之使用，則您或您的資訊部門主管可自行停用此功能。但請注意，若停用此功能，因 Vodafone 無法得知您所需之更新或軟體修補程式為何，可能無法全面支援本「服務」。關於如何停用 UID 功能的詳細資料，請在Vodafone支援入口網站上搜尋，網址為 <http://www.support.vodafone.com>。

請注意，收發上述資訊將透過您的連線傳送少量資料，電信服務商將按照您所申裝的費率收取傳輸費用，中華電信相關費率已公布於 <http://www.emome.net>。

7. 排除保證

在適用法律許可的最大範圍內，「本產品」係「依原狀」提供給您，授權人不對本「產品」提供任何形式的保證、條件、陳述或其他條款。我們或授權人均不保證「本產品」將符合您的要求，也不保證「本產品」的操作不會中斷或沒有錯誤。在法律許可的範圍內，我們及授權人不承認並排除任何類型之保證、陳述、條件及其他條款，無論是以明示或默示或由法規命令或其他方式。本條款並不影響您的法定權利。

8. 責任限制

在任何情況下，我們或授權人對下列危害或損失概不負責：現在或預期利潤損失、營收或營業額損失、商譽損失或損害、喪失合約或顧客、預期節省減少、資料或程式損失或損壞及任何其他原因要求賠償、償還或損害賠償或因侵權（包括疏忽）或合約引起的間接損害。

9. 法律與管轄區

本契約準據法，依中華民國法律，雙方同意以臺灣台北地方法庭為第一審管轄法院。

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Tanzania - Vodacom Tanzania

End-User License Agreement

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON. BY OPENING THIS PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THESE.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a Vodacom website or supplied to you on a Compact Disc, website or directly from device or any other media either by itself or together with the device; "Services" means data transmission and other services offered by Vodacom under an airtime contract or otherwise; "Software" means the Vodafone software which is supplied to you on the Compact Disc, website or directly from device together with the Mobile Connect/ Broadband Card or downloaded by you separately from a Vodacom website: "we" "us" means Vodacom Tanzania Ltd.

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Vodacom network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it. You may make one copy of the Software for back up purposes.

You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the Vodacom SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any backup copies from all your devices and returning the Product to us at Vodacom Tanzania Ltd, 14th Floor, PPF Tower, Garden Avenue/Ohio Street, Dar es salaam, Tanzania. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Vodacom Tanzania Ltd.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trademarks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you; we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call Vodacom customer care on 100 (Swahili) or 101(English) from your cell phone.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow Vodacom to identify any individual users by name. It cannot be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information may be forwarded to Vodafone when you connect to the Vodacom network:

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- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used
- c) Web browser and email software version details
- d) Laptop and processor manufacturer product ID
- e) Session information including duration and quality/success of connection at location where connection is initiated;
- f) When roaming, the country code and the mobile network to which you are connected;
- g) Type of usage, for example internet browsing, file transfer, intranet access.
- h) IMEI (coded device identity)]

This information will be stored on a secure server for the following purposes:

- (i) From time to time Vodacom may need to update service related settings and this may be done without notification.
 - (ii) You may be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
 - (iii) Compiling anonymous aggregate information about usage to improve the Mobile Broadband Service. In no event will Vodacom disclose such information to any third party.
- If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodacom may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please contact the Vodacom customer service centre for details on how to disable the UID function.

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of the united Republic of Tanzania and the parties hereby irrevocably submit to the exclusive jurisdiction of the Tanzania Courts.

Turkey - KKTC

Son Kullanıcı Lisans Anlaşması

LÜTFEN BU PAKETİ AÇMADAN YA DA "ONAYLA" BUTONUNA BASMADAN AŞAĞIDAKİ ŞARTLARI DİKKATLİCE OKUYUNUZ. BU PAKETİ AÇARAK YA DA "ONAYLA" BUTONUNA BASARAK BU ŞARTLARI VE HÜKÜMLERİ KABUL ETMİŞ OLDUĞUNUZU VE BU ŞART VE HÜKÜMLERLE BAĞLI OLDUĞUNUZU GÖSTERMİŞ OLACAKSINIZ.

1. Tanımlar

İşbu şartlar ve hükümlerde aşağıdaki sözcükler yanlarındaki anlamları taşıyacaklardır: "siz" Ürünü kullanan kişi anlamına gelir; "Ürün" bir Vodafone Mobile Operations LTD web sitesinden sizin tarafınızdan indirilmiş ve/ya da size bir Kurulum CD'si, web sitesi ya da doğrudan cihaz üzerinde veya diğer bir ortamda tek başına ya da cihazla birlikte sağlanmış Yazılım anlamına gelir; "Hizmetler" Vodafone Mobile Operations LTD tarafından bir GSM Abonelik sözleşmesi ile ya da diğer bir şekilde sunulan veri iletimi ya da diğer hizmetler anlamına gelir; "Yazılım" Kurulum CD'sinde Vodafone Mobile Operations LTD Mobile Connect/ Broadband Card ile birlikte size sunulan ya da sizin tarafınızdan ayrı olarak Vodafone Mobile Operations LTD web sitesinden indirilmiş Vodafone Mobile Operations LTD yazılımı anlamına gelir; "biz" Vodafone Mobile Operations LTD anlamına gelir.

2. Kullanım Lisansı

Size, Ürünü Servisler ile bağlantılı olarak kullanmak için münhasır olmayan bir lisans veriyoruz. Yazılımın Vodafone Mobile Operations LTD dışında bir şebeke ya da SIM Kartı ile kullanılması durumunda herhangi bir sorumluluk ya da yükümlülük kabul etmiyoruz ya da bunun için herhangi bir lisans vermiyoruz. Ürünü ve/ya Ürün içinde ya da üstünde ya da herhangi bir parçasında yer alan yazılımı kopyalayamaz, değiştiremez, tersine mühendislik yapamaz ya da kaynak koda dönüştüremezsiniz. Yazılımı ya da Ürünü veya herhangi bir parçasını transfer edemez, temlik edemez, alt lisans veremez ya da diğer türlü dağıtamaz veya üçüncü bir partinin kullanımına izin veremezsiniz.

Yedek amacıyla Yazılımın bir kopyasını yapabilirsiniz.

Veri yedeği almak ya da diğer türlü veri kaybını önlemek üzere uygun ve basiretli olarak tedbir almaktan tamamen siz sorumlusunuz.

Ürün, Vodafone Mobile Operations LTD SIM Kartı ile birlikte sizin tarafınızdan dünya genelindeki web sitelerine, kaynaklara ve/ya şebekelere bağlanmak için kullanılabilir. Bu tür web sitelerini ve şebekeleri kullanmaktan ötürü uğrayabileceğiniz herhangi bir kayıp veya zarardan, içerik ya da hizmetlerden dolayı sorumluluk kabul etmiyoruz. Ürün ya da herhangi bir parçasını, ilgili kanun ve düzenlemelere aykırı olarak kullanamayacağınızı kabul ediyorsunuz. Ayrıca, Ürünün izinsiz kullanımını engellemek için size verilmiş şifreleri ya da diğer erişim araçlarını gizli ve güvenli bir yerde korumayı taahhüt ediyorsunuz.

3. Fesih

Bu lisans, feshedilene kadar yürürlüktedir. Yazılımı ve yedek kopyalarını tüm cihazlarınızdan silerek ve Ürünü bize, www.kktctelsim.com adresindeki iletişim bilgilerinden ulaşabileceğiniz adresimize iade ederek lisansı feshedebilirsiniz. Bu şart ve hükümlere ya da bizim veya üçüncü şahıs distribütörlerimizin Ürünü size sağladığı diğer sözleşmelerin şart ve hükümlerine uymadığınız takdirde bu anlaşma otomatik olarak feshedilecektir. İşbu anlaşmanın sona ermesi üzerine, Ürünü kullanmayı bırakacak ve Yazılımı ve yedek kopyalarını tüm cihazlarınızdan silecek ve Ürünü bize, www.kktctelsim.com adresindeki iletişim bilgilerinden ulaşabileceğiniz adresimize iade edeceksiniz. **Siz ürünü iade etmekten imtina ettiğiniz takdirde, sözleşme hilefına hareket ettiğinizi ve ürün bedelini ödemekle yükümlü olacaksınız peşinen kabul edersiniz.**

4. Fikri Mülkiyet Hakları

Biz ve/ya gerektiğinde lisans verenler, Ürünün tüm telif haklarının, tasarım haklarının, "Görünüm ve Hissi", markaları ve diğer fikri mülkiyet haklarının sahibidir. Size Ürün sağlamamız, Üründeki herhangi bir hakkımızı ya da lisans verenin haklarını size devrettiğimiz anlamına gelmez, size yalnızca bu lisansın şartları ve hükümleri kapsamında kullanım izni verdiğimiz anlamına gelir.

5. Müşteri Hizmetleri

Ürün ile ilgili herhangi bir yardıma ihtiyacınız olursa lütfen Müşteri Hizmetleri Merkezimizi, Vodafone Mobile

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Operations LTD şebekesini kullanıyorsanız 444 0 542 'den farklı bir şebekeden arıyorsanız +90 0 392 444 0 542'den arayınız ya da bize, Vodafone Mobile Operations LTD'a yazınız.

6. Kullanıcı Adı

Bu Yazılımı yüklediğinizde, anonim bir Kullanıcı Adı (UID) rastgele oluşturulur. UID, Vodafone Mobile Operations LTD'un herhangi bir bireysel kullanıcının ismini tanımlamasına olanak tanımaz. Hangi web sitelerinin ya da e-mail adreslerinin kullanıcı tarafından ziyaret edildiğini takip etmek için kullanılamaz. Bu UID kullanılarak, Vodafone Mobile Operations LTD şebekesine bağlandığınızda aşağıdaki bireysel olmayan bilgiler Vodafone Mobile Operations LTD'a iletilebilir:

- a) Yazılımın versiyonu ve konfigürasyonu
- b) Kızılötesi ve Bluetooth gibi bağlantı yöntemleri ve kullanılan cihazlar
- c) Web tarayıcı ve e-mail yazılım versiyonu detayları
- d) Laptop ve işlemci üreticisi ürün ID' si
- e) Bağlantının başlatıldığı konumdaki bağlantı kalitesi/başarısı ve bağlantı süresi dahil olmak üzere oturum bilgisi
- f) Roaming yaparken, ülke kodu ve bağlı olduğunuz mobil şebeke.
- g) Kullanım türü, örneğin, internette gezinme, dosya aktarımı, intranet erişimi
- h) IMEI (kodlanmış cihaz kimliği)

Bu bilgiler güvenli bir sunucuda aşağıdaki amaçlarla tutulacaktır:

- 1) Zaman zaman Vodafone Mobile Operations LTD'un hizmetle ilgili ayarları güncellemesi gerekebilir ve bu, bildirim yapılmadan gerçekleştirilebilir.
 - 2) Her bağlantınızda, tercihinize bağlı olarak haftalık ya da aylık olarak çeşitli yazılım güncellemeleri ve yamalarla ilgili uyarılar alabilirsiniz. Bunları kabul etme ya da etmeme seçeneği size bırakılacak. Kurumsal Ağ gibi daha hızlı internet bağlantısı ile bağlandığınız zaman daha büyük dosyaları/yamaları indirebilirsiniz.
 - 3) Mobile Broadband Hizmetini geliştirmek için kullanım ile ilgili anonim toplu bilgiler toplamak. Vodafone Mobile Operations LTD, bu bilgileri hiçbir şekilde üçüncü partilere vermeyecektir.
- UID'nin kullanılmasını istemiyorsanız, siz ya da IT müdürünüz bu işlevi kapatabilir. Ancak, bu işlev kapatıldığında Vodafone Mobile Operations LTD'nin Hizmetleri tam anlamıyla desteklemeyebileceği göz önünde bulundurulmalıdır, zira hangi güncellemelere ya da yazılım yamalarına ihtiyacınız olacağını bilemeyeceğiz. UID işlevini kapatmakla ilgili detayları Müşteri Hizmetleri Merkezimizi arayarak öğrenebilirsiniz.

Yukarıdaki bilgilerin gönderimi ve alınmasının, bağlantınız üzerinden küçük miktarda veri gönderimi gerektireceğini göz önünde bulundurunuz. Bunun için anlaştığınız fiyat üzerinden ücretlendirileceksiniz ve www.kktctelsim.com adresinde tipik ücretlendirmeler olacaktır. Tipik ücretler için lütfen web sitesine bakınız.

7. Garantilerin istisnası

Uygulanacak kanun tarafından izin verilen en geniş ölçüde, Ürün lisans verenlerimizden size "olduğu gibi" herhangi bir garanti, şart, beyan ya da Ürün ile ilgili diğer koşullar olmadan sağlanmıştır. Biz ya da lisans verenlerimiz Ürünün ihtiyaçlarınızı karşılayacağını ya da Ürünün çalışmasının hatasız ya da kesintisiz olacağını "garanti etmiyoruz. Biz ve lisans verenlerimiz kanunun izin verdiği ölçüde, açık ya da örtülü, kanuni hükümlerin ya da teamül hukukunun öngördüğü ya da diğer şekilde öngörülen tüm garantilerden, koşullardan ve diğer şartlardan feragat ediyor ve onları üstlenmiyoruz. Bu madde sizin kanuni haklarınızı etkilemez.

8. Sorumlulukların Sınırı

Bizim ihmaliz sonucunda oluşan ölüm ya da kişisel yaralanmalardan biz yükümlü olacağız. Tüm diğer koşullarda, biz ya da lisans verenlerimiz, böyle bir zararın ya da tazminatın doğacağından haberdar edilmiş olsak bile; mevcut ya da potansiyel kar kaybı, gelir kaybı, satışta düşüş, şerefiye kaybı, itibarın kaybolması ya da zararı, sözleşme ya da müşteri kaybı, tahmini tasarruf kaybı, veri ya da programların kaybı ya da zarara uğraması ya da herhangi diğer bir sebep, dolaylı ya da doğrudan, özel, tesadüfi ya da önemli zararlardan, bu zararlar haksız fiilden (ihmkarlık dahil) dolayı ya da sözleşmeden dolayı olsa da size karşı herhangi bir tazminat, ücret iadesi ya da zarardan yükümlü olmayacağız.

9. Kanun ve Yargı

Bu şartlar ve hükümler Kuzey Kıbrıs Türk Cumhuriyeti (KKTC) kanunları tarafından yürütülmelidir ve taraflar iş burada geri dönülmez şekilde KKTC Mahkemeleri'ne münhasır yargılamasına tabidir.

Son Kullanıcı Lisans Anlaşması

LÜTFEN BU PAKETİ AÇMADAN YA DA “ONAYLA” BUTONUNA BASMADAN AŞAĞIDAKİ ŞARTLARI DİKKATLİCE OKUYUNUZ. BU PAKETİ AÇARAK YA DA “ONAYLA” BUTONUNA BASARAK BU ŞARTLARI VE HÜKÜMLERİ KABUL ETMİŞ OLDUĞUNUZA VE BU ŞART VE HÜKÜMLERLE BAĞLI OLDUĞUNUZA GÖSTERMİŞ OLACAKSINIZ.

1. Tanımlar

İşbu şartlar ve hükümlerde aşağıdaki sözcükler yanlarındaki anlamları taşıyacaklardır: "siz" Ürünü kullanan kişi anlamına gelir; "Ürün" bir Vodafone web sitesinden sizin tarafınızdan indirilmiş ve/ya da size bir Kurulum CD'si, web sitesi ya da doğrudan cihaz üzerinde veya diğer bir ortamda tek başına ya da cihazla birlikte sağlanmış Yazılım anlamına gelir; "Hizmetler" Vodafone tarafından bir GSM Abonelik sözleşmesi ile ya da diğer bir şekilde sunulan veri iletimi ya da diğer hizmetler anlamına gelir; "Yazılım" Kurulum CD'sinde Vodafone Mobile Connect/ Broadband Card ile birlikte size sunulan ya da sizin tarafınızdan ayrı olarak Vodafone web sitesinden indirilmiş Vodafone yazılımı anlamına gelir; "biz" Vodafone Telekomünikasyon A.Ş. anlamına gelir.

2. Kullanım Lisansı

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Yedek amacıyla Yazılımın bir kopyasını yapabilirsiniz.

Veri yedeği almak ya da diğer türlü veri kaybını önlemek üzere uygun ve basiretli olarak tedbir almaktan tamamen siz sorumlusunuz.

Ürün, Vodafone SIM Kartı ile birlikte sizin tarafınızdan dünya genelindeki web sitelerine, kaynaklara ve/ya şebekelere bağlanmak için kullanılabilir. Bu tür web sitelerini ve şebekeleri kullanmaktan ötürü uğrayabileceğiniz herhangi bir kayıp veya zarardan, içerik ya da hizmetlerden dolayı sorumluluk kabul etmiyoruz. Ürün ya da herhangi bir parçasını, ilgili kanun ve düzenlemelere aykırı olarak kullanamayacağınızı kabul ediyorsunuz. Ayrıca, Ürünün izinsiz kullanımını engellemek için size verilmiş şifreleri ya da diğer erişim araçlarını gizli ve güvenli bir yerde korumayı taahhüt ediyorsunuz.

3. Fesih

Bu lisans, feshedilene kadar yürürlüktedir. Yazılımı ve yedek kopyalarını tüm cihazlarınızdan silerek ve Ürünü bize, www.vodafone.com.tr adresindeki iletişim bilgilerinden ulaşabileceğiniz adresimize iade ederek lisansı feshedebilirsiniz. Bu şart ve hükümlere ya da bizim veya üçüncü şahıs distribütörlerimizin Ürünü size sağladığı diğer sözleşmelerin şart ve hükümlerine uymadığınız takdirde bu anlaşma otomatik olarak feshedilecektir. İşbu anlaşmanın sona ermesi üzerine, Ürünü kullanmayı bırakacak ve Yazılımı ve yedek kopyalarını tüm cihazlarınızdan silecek ve Ürünü bize, www.vodafone.com.tr adresindeki iletişim bilgilerinden ulaşabileceğiniz adresimize iade edeceksiniz.

4. Fikri Mülkiyet Hakları

Biz ve/ya gerektiğinde lisans verenler, Ürünün tüm telif haklarının, tasarım haklarının, “Görünüm ve Hissi”, markaları ve diğer fikri mülkiyet haklarının sahibidir. Size Ürün sağlamamız, Üründeki herhangi bir hakkımızı ya da lisans verenin haklarını size devrettiğimiz anlamına gelmez, size yalnızca bu lisansın şartları ve hükümleri kapsamında kullanım izni verdiğimiz anlamına gelir.

5. Müşteri Hizmetleri

Ürün ile ilgili herhangi bir yardıma ihtiyacınız olursa lütfen Müşteri Hizmetleri Merkezimizi, Vodafone şebekesini kullanıyorsanız 444 0 542 'den farklı bir şebekeden arıyorsanız +90 0 212 444 0 542'den arayınız ya da bize, Vodafone'a yazınız.

6. Kullanıcı Adı

Bu Yazılımı yüklediğinizde, anonim bir Kullanıcı Adı (UID) rastgele oluşturulur. UID, Vodafone'un herhangi bir

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bireysel kullanıcının ismini tanımlamasına olanak tanımaz. Hangi web sitelerinin ya da e-mail adreslerinin kullanıcı tarafından ziyaret edildiğini takip etmek için kullanılamaz. Bu UID kullanılarak, Vodafone şebekesine bağlandığınızda aşağıdaki bireysel olmayan bilgiler Vodafone'a iletilir:

- a) Yazılımın versiyonu ve konfigürasyonu
- b) Kızılötesi ve Bluetooth gibi bağlantı yöntemleri ve kullanılan cihazlar
- c) Web tarayıcı ve e-mail yazılım versiyonu detayları
- d) Laptop ve işlemci üreticisi ürün ID' si
- e) Bağlantının başlatıldığı konumdaki bağlantı kalitesi/başarısı ve bağlantı süresi dahil olmak üzere oturum bilgisi
- f) Roaming yaparken, ülke kodu ve bağlı olduğunuz mobil şebeke.
- g) Kullanım türü, örneğin, internette gezinme, dosya aktarımı, intranet erişimi
- h) IMEI (kodlanmış cihaz kimliği)

Bu bilgiler güvenli bir sunucuda aşağıdaki amaçlarla tutulacaktır:

- 1) Zaman zaman Vodafone'un hizmetle ilgili ayarları güncellemesi gerekebilir ve bu, bildirim yapılmadan gerçekleştirilebilir.
 - 2) Her bağlantışınızda, tercihinize bağlı olarak haftalık ya da aylık olarak çeşitli yazılım güncellemeleri ve yamalarla ilgili uyarılar alabilirsiniz. Bunları kabul etme ya da etmeme seçeneği size bırakılacak. Kurumsal Ağ gibi daha hızlı internet bağlantısı ile bağlandığınız zaman daha büyük dosyaları/yamaları indirebilirsiniz.
 - 3) Mobile Broadband Hizmetini geliştirmek için kullanım ile ilgili anonim toplu bilgiler toplamak. Vodafone, bu bilgileri hiçbir şekilde üçüncü partilere vermeyecektir.
- UID'nin kullanılmasını istemiyorsanız, siz ya da IT müdürünüz bu işlevi kapatabilir. Ancak, bu işlev kapatıldığında Vodafone'un Hizmetleri tam anlamıyla desteklemeyebileceği göz önünde bulundurulmalıdır, zira hangi güncellemelere ya da yazılım yamalarına ihtiyacınız olacağını bilemeyeceğiz. UID işlevini kapatmakla ilgili detayları Müşteri Hizmetleri Merkezimizi arayarak öğrenebilirsiniz.

Yukarıdaki bilgilerin gönderimi ve alınmasının, bağlantınız üzerinden küçük miktarda veri gönderimi gerektireceğini göz önünde bulundurunuz. Bunun için anlaştığınız fiyat üzerinden ücretlendirileceksiniz ve www.vodafone.com.tr adresinde tipik ücretlendirmeler olacaktır. Tipik ücretler için lütfen web sitesine bakınız.

7. Garantilerin istisnası

Uygulanacak kanun tarafından izin verilen en geniş ölçüde, Ürün lisans verenlerimizden size "olduğu gibi" herhangi bir garanti, şart, beyan ya da Ürün ile ilgili diğer koşullar olmadan sağlanmıştır. Biz ya da lisans verenlerimiz Ürünün ihtiyaçlarınızı karşılayacağını ya da Ürünün çalışmasının hatasız ya da kesintisiz olacağını "garanti etmiyoruz. Biz ve lisans verenlerimiz kanunun izin verdiği ölçüde, açık ya da örtülü, kanuni hükümlerin ya da teamül hukukunun öngördüğü ya da diğer şekilde öngörülen tüm garantilerden, koşullardan ve diğer şartlardan feragat ediyor ve onları üstlenmiyoruz. Bu madde sizin kanuni haklarınızı etkilemez.

8. Sorumlulukların Sınırı

Bizim ihmalemiz sonucu oluşan ölüm ya da kişisel yaralanmalardan biz yükümlü olacağız. Tüm diğer koşullarda, biz ya da lisans verenlerimiz, böyle bir zararın ya da tazminatın doğacağından haberdar edilmiş olsak bile; mevcut ya da potansiyel kar kaybı, gelir kaybı, satışta düşüş, şerefiye kaybı, itibarın kaybolması ya da zararı, sözleşme ya da müşteri kaybı, tahmini tasarruf kaybı, veri ya da programların kaybı ya da zarara uğraması ya da herhangi diğer bir sebep, dolaylı ya da doğrudan, özel, tesadüfi ya da önemli zararlardan, bu zararlar haksız fiilden (ihmalkarlık dahil) dolayı ya da sözleşmeden dolayı olsa da size karşı herhangi bir tazminat, ücret iadesi ya da zarardan yükümlü olmayacağız.

9. Kanun ve Yargı

Bu şartlar ve hükümler Türk kanunları tarafından yürütülmelidir ve taraflar iş burada geri dönülmez şekilde Türkiye Mahkemeleri'nin münhasır yargılamasına tabidir.

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United Kingdom - Vodafone United Kingdom

End-User License Agreement

1. Definitions

In these terms and conditions the following words shall have the following meanings: "you" means the person using the Product; "Product" means the Software downloaded by you by itself from a Vodafone website or supplied to you on a Compact Disc, website or directly from device or any other media either by itself or together with the device; "Services" means data transmission and other services offered by Vodafone under an airtime contract or otherwise; "Software" means the Vodafone software which is supplied to you on the Compact Disc, website or directly from device together with the Mobile Connect/ Broadband Card or downloaded by you separately from a Vodafone website: "we" "us" means Vodafone Limited, Vodafone House, The Connection, Newbury RG14 2FN, England.

2. Licence to Use

We grant you a non-exclusive licence to use the Product in connection with the Services. We do not accept any responsibility or liability nor grant any licence to use the Software with a non-Vodafone network or SIM card. You may not copy, modify, reverse engineer or decompile the Product and/or the software contained in or on the Product or any part of it (save to the extent expressly permitted by law). You may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the Software or the Product or any part of it. You may make one copy of the Software for back up purposes. You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data.

The Product together with the Vodafone SIM Card may be used by you to link into websites, resources and /or networks worldwide. We do not accept any responsibility for the content, services or any loss or damage you may suffer by using such websites and networks. You agree that you will not use the Product or any part of it in breach of any relevant laws or regulations. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Product.

3. Termination

This licence is effective until terminated. You may terminate it at any time by deleting the Software including any back up copies from all your devices and returning the Product to us at Vodafone Limited, Vodafone House, The Connection, Newbury RG14 2FN, England. This Agreement shall automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Product available to you.

Upon termination of this Agreement, you will cease to use the Product and delete the Software including any back-up copies from all your devices and return the Product to us at Vodafone Limited, Vodafone House, The Connection, Newbury RG14 2FN, England.

4. Intellectual Property Rights

We and/or our licensors as the case may be, own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in and to the Product. The fact that we have supplied you with the Product does not mean that we have transferred any of our or our licensors rights in the Product to you, we have simply permitted you to use it strictly on the terms and conditions of this licence.

5. Customer Services

If you need any help with the Product please call our customer service centre on 191 if you are using the Vodafone network, or +44 7836 191 191 if you are calling from a different network, or write to us at Vodafone or see www.vodafone.co.uk/mobileconnect.

6. Unique Identifier

When you install this Software an anonymous unique identifier (UID) is created at random. The UID does not allow Vodafone to identify any individual users by name. It cannot be used to monitor which web sites have been visited or e-mail addresses contacted by users. Using this UID, the following types of non-personal information may be forwarded to Vodafone when you connect to the Vodafone network:

- a) Version and configuration of the Software
- b) Connectivity methods, such as infrared and Bluetooth, and devices used

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- c) Web browser and email software version details
- d) Laptop and processor manufacturer product ID
- e) Session information including duration and quality/success of connection at location where connection is initiated;
- f) When roaming, the country code and the mobile network to which you are connected;
- g) Type of usage, for example internet browsing, file transfer, intranet access.
- h) IMEI (coded device identity)

This information will be stored on a secure server for the following purposes:

- (i) From time to time Vodafone may need to update service related settings and this may be done without notification.
 - (ii) You may be notified about various software updates and patches, every time you connect, weekly or monthly, depending on your preference. You will be given the choice whether or not to accept these. You may decide to download larger files/patches when you are connected via a faster internet connection such as your corporate LAN.
 - (iii) Compiling anonymous aggregate information about usage to improve the Mobile Broadband Service. In no event will Vodafone disclose such information to any third party.
- If you do not want the UID to be used, then it is possible for you or your IT Manager to disable this function. However it should be noted that Vodafone may not be able to fully support the Services if this function is disabled, as we will not be aware of which updates or software patches you may need. Please find details on how to disable the UID function on the Vodafone support portal at www.vodafone.co.uk/mobileconnect

Please note that sending and receiving the above information will necessitate sending small amounts of data over your connection. You will be charged for this at your agreed rate and typical charges are provided at the support portal www.vodafone.co.uk/mobileconnect.

Please see the support website for typical costs.

7. Exclusion of warranties

To the fullest extent permitted by applicable law, the Product is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Product from our licensors. Neither we nor our licensors warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise. This clause does not affect your statutory rights.

8. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages.

9. Law and Jurisdiction

These terms and conditions shall be governed by the laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

Pay as you go Airtime Agreement

Your agreement with us is made up of:

- a) the pay as you go airtime conditions;
- b) the price plan guide for your price plan (available on vodafone.co.uk or by calling 191) – all listed prices include VAT, if it applies, unless we say otherwise;
- c) the pay as you go price plan terms which apply to your particular price plan and the conditions of any optional extras you may choose to add, and
- d) the wording on the packaging of your mobile equipment.

This agreement is for your SIM card and the minutes, texts, information, data and other services that you use. This agreement does not cover buying or maintaining any phone or other mobile equipment that has also been provided to you. If your phone is lost or stolen, you must pay for all other call and usage charges up to the time

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you tell us that it has been lost or stolen.

1. Definitions

We, our or us – Vodafone Limited.

You or your – you, the customer.

Agreement – these conditions, your price plan terms and the price plan guide.

Charges – all charges for services, as published in our price plan or which we otherwise provide. These include the usage charges and any other charges for the services we provide to you or someone using your mobile equipment (for example, charges for the voicemail service, which we will bill you for as we arrange).

Mobile equipment – your mobile phone or other equipment and the SIM card used to access the services.

Network – the electronic communications systems we use under which the services are available in the UK.

Price plan – the package of services you have chosen to receive which we update every so often and which you can ask us for by calling 191 from your mobile, or by visiting our website.

Price plan terms – the conditions which apply for your price plan which you can ask us for by calling us or by visiting our website.

Services – the communications service you receive over the network and other services we make available to you from time to time.

2. Services and coverage

a) You agree to keep to this agreement, when:

i. you first top up your account with us; or

ii. you use the services;

whichever happens first.

b) We aim to provide you with the services at all times. However, due to the nature of mobile technology, it is impossible to provide a fault-free service.

c) We will use reasonable efforts to give you access to networks in other countries. We call this 'roaming'.

Overseas networks may be limited in quality and coverage. Any access to overseas networks will depend on the arrangements between us and the foreign operators. Please call the helpline on 191 for details.

3. Using the services

a) You must keep to this agreement and our instructions on using the services. You are responsible for anyone who uses your mobile equipment.

b) You must not use your mobile equipment or the services for any purpose we believe is abusive, illegal, fraudulent, a nuisance or for criminal activities.

c) You must not sell to anyone else all or any part of the services.

d) We will choose a number for you to use with your mobile equipment on the network. The number does not belong to you and we may charge you a fee to transfer your number to another service provider.

e) Any SIM card we provide to you stays our property. The software in the SIM card does not belong to you and we are licensing it to you to use with the services only. We may change your SIM card or tell you to return it at the end of this agreement. If you need a replacement SIM card, we will charge you the price set out in our most current price plan.

f) You may use the services to access the internet but we accept no responsibility for any content or services you may access. Unwanted programs or material may be downloaded from the internet without your knowledge. This may then give unauthorised people access to your mobile equipment.

g) You must only use mobile phones which are legally approved for connection to the network.

h) We may decide to refuse to provide any part of the services to you. For example, we may bar you from using overseas networks and from making international calls or premium-rate calls. If you feel that we should not bar you in this way, please contact the helpline.

4. Payment

a) We work out your calling credit by the second, using the rates set out in the relevant price plan. We will add calling credit to your account when we accept the TopUp in line with the rules relating to the service or the price plan. The longest call you can make is 23 hours and 59 minutes.

b) You pay for the services by topping up your account with us. You do this by buying TopUps as set out in the rules relating to the service or the price plan. We will not repay any TopUps you make or pay you any interest on any credit you have with us. Each time you use the services (or someone else uses them using your mobile equipment), it reduces the TopUps you have bought. Except in the case of an obvious mistake, our records show how much you have topped up your account and how much you have used the services.

c) We add VAT to all charges. If you owe us any money and you do not pay this when it should have been paid, we may take this from any credit balance on your TopUp account or from any debit or credit card details you

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have given us. We may also charge you interest on the unpaid amount. We charge interest daily at the rate of 2% above the base rate of Barclays Bank each year.

5. Losing the mobile equipment

If your mobile equipment is stolen, damaged, destroyed or lost, we do not have to give you any refund for any services that you have paid for in advance or for the cost of the mobile equipment. You must contact us immediately so that we can prevent further calls being made using your mobile equipment.

6. Suspension, disconnection and ending the agreement

a) We can suspend (in other words bar), restrict or stop providing the services (all or part of them) in the following circumstances.

- i. if we believe your mobile equipment or the services are being used in a way we do not allow under this agreement.
- ii. if we believe that the right to use any number or password used in relation to the services or your mobile equipment is or has been gained in an unauthorised, illegal, improper or fraudulent way.
- iii. you choose not to use the service for 180 days. Using this service means making any chargeable outbound calls (but not calls to 191, see your price plan for charges) or topping up your account.
- iv. if you do not keep to this agreement.
- v. if we believe that when you have topped up (or have tried to top up) your service on the TopUp line or otherwise electronically, you have paid or are trying to pay using a stolen or otherwise barred or false debit or credit card or if the debit or credit card transaction is at some time charged back to us.

In these circumstances, we may also:

- bar the mobile phone for outgoing service; or
- bar the mobile phone number so that it is no longer available for use for TopUps with the TopUp line or other electronic facility.

We may remove the bar when we have been paid the amount you owe us.

- vi. if you tell us that your mobile equipment has been lost or stolen.
 - vii. if you do anything (or allow anything to be done) which we think may damage or affect the operation or security of the network or the services.
 - viii. if you become bankrupt or make any arrangement with your creditors or you go into liquidation or if an administration order is made or a receiver is appointed over any of your assets.
 - ix. if we are permanently unable to provide the services to you.
- b) If we suspend the mobile phone because you have chosen not to use the services (as defined in 6aiii.) for 180 days, we will, if you ask within 90 days of the suspension, reconnect the services and make available any previous credit held on your account at the time of the suspension. If you have not kept to this agreement or not used the services for 270 days, and we disconnect your mobile equipment, you will lose any credit held on your account.
- c) We will try and tell you when we suspend, restrict or end your use, but we do not have to.

7. Variations

- a) We may change our charges or introduce new charges. If we increase our charges, we will give you at least 14 days' notice in a way which we consider is reasonable, for example by sending messages using the services. If we believe any change in our charges will not disadvantage you, we may include it without telling you.
- b) We may make changes to or withdraw services at any time and we can make changes to or introduce new terms to this agreement at any time. If possible we will give reasonable notice of these changes. The changes will apply when we publish details of them in a way which we consider is reasonable, for example by sending messages using the services. You will still be able to use any credit that you have built up, before we withdraw all of the services.
- c) We may need to change your phone number or other number. If you have registered with us, we will let you know if this is the case.
- d) By continuing to use the services, you agree to these changes. If you are not happy with any of these changes, you do not have to continue to top up your account or use the services.

8. Legal responsibility and exclusions

a) We will be legally responsible to you if our negligence causes death or personal injury.

We will not be legally responsible to you for:

- i. loss of income;
- ii. loss of use of the services;
- iii. lost business or missed opportunities; or
- iv. any loss or damage that is not directly caused by us or which we did not reasonably expect at the time you entered into this agreement.

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We will not be legally responsible to you if we cannot provide the services because of something outside our reasonable control.

- b) Unless our negligence causes death or personal injury, our liability to you will not be more than £3000 for each claim or a series of related claims.
- c) If you are a consumer, the terms of this agreement will not affect any rights which you may have under any law and which we cannot exclude by agreeing it with you.

9. Personal information

- a) We and our group companies may use your information to keep to our legal requirements and to:
 - i. manage your account, carry out customer care activities and train our staff;
 - ii. monitor the quality and security of the network and test and maintain our IT systems;
 - iii. protect us, and our brand, from activities that might cause loss or damage;
 - iv. assess and improve products and services;
 - v. analyse your use of the services for marketing purposes (including, but not limited to, calls made and received by you); and
 - vi. contact you with marketing messages if you have not objected. These messages may include marketing from other organisations, but we will not pass responsibility for your information to these other organisations.
- b) We may monitor or record calls, and send you emails or text messages for business purposes such as to:
 - i. improve customer service, and carry out quality control and training;
 - ii. prevent unauthorised use of our telecommunications system;
 - iii. make sure our systems work properly; and
 - iv. prevent or detect crime.
- c) We do not include your details in any directory or directory enquiry service. If you want to have your information included in these services, you should contact us.
- d) For more details on how we use your information, please read our privacy policy on vodafone.co.uk If you do not want to receive marketing messages from us, please contact Vodafone Customer Services (via vodafone.co.uk or by calling 191).

10. General

- a) We may transfer this agreement to anyone else at any time. If you want to transfer your agreement with us, you can if we agree. We will not unreasonably withhold our agreement. If we agree, we will treat you as having accepted this agreement and being responsible for the mobile equipment, including any debt connected with it.
- b) If you or we fail to enforce rights under this agreement, it will not prevent you or us from taking further action.
- c) When you use your phone, your number may be sent through the networks and shown to the phone you are calling. Your number will always be sent if calling 999 or 112.
- d) This agreement is under English law, unless:
 - i. you live in Scotland, in which case, it will be governed by Scots law; or
 - ii. you live in Northern Ireland, in which case it will be governed by the law of Northern Ireland.

Registered address: Vodafone House,
The Connection, Newbury, Berkshire RG14 2FN. Registered in England number 1471587.

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