

A. INTRODUCTION:

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

VODAFONE GAME STORE PLATFORM (HEREINAFTER REFERRED TO AS "SERVICE(S)" OR "PLATFORM") IS PROVIDED TO YOU BY VODAFONE INDIA LIMITED HAVING ITS REGISTERED OFFICE IN PENINSULA CORPORATE PARK, GANPATRAO KADAM MARG, LOWER PAREL, MUMBAI -400 013 AND VODAFONE MOBILE SERVICES LIMITED HAVING ITS REGISTERED OFFICE IN C-48, OKHLA INDUSTRIAL AREA, PHASE-II, NEW DELHI - 110 020 (COLLECTIVELY HEREINAFTER REFERRED TO AS "VODAFONE INDIA") TO ALL PREPAID AS WELL AS POSTPAID SUBSCRIBERS, WHO USES THE VODAFONE INDIA SUBSCRIBER IDENTITY MODULE ('SIM') (HEREINAFTER REFERRED TO AS "SUBSCRIBER(S)", SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS MENTIONED BELOW (HEREINAFTER REFERRED TO AS "TERMS").

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE AVAILING THE SERVICE/PLATFORM. BY AVAILING THE SERVICE/PLATFORM OR BY CLICKING "CONTINUE", "SUBMIT" OR SIMILAR BUTTONS, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT AVAIL THE SERVICE/PLATFORM. BY UTILIZING THE PLATFORM, YOU INDICATE YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THESE TERMS.

B. DEFINITIONS:

a. "Subscriber" shall mean the rightful user of the Vodafone India mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. In the event the user number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and an authorization of the employer duly permitting the employee to use the number for subscribing for the Services and accept the terms applicable herein.

b. "Active Subscriber" shall mean a Subscriber who uses the Subscriber Identity Module ("SIM") of Vodafone India on a regular basis for purposes other than to participate in any offer or contest offered by Vodafone India.

C. TERMS:

1. This Service is available to you upon you agreeing to the Terms & Conditions stated herein. By availing this Service, You:

a. Agree to the Terms mentioned below and give Your consent for the same;

b. Warrant that You have read, understood and agreed to conform these Terms; and

c. Warrant the accuracy, truthfulness and currency of all information that You have submitted.

2. This Service can be availed by Active Subscribers of Vodafone India across all the telecom service areas where Vodafone India has its operations. Vodafone India offers a free trial period of 7 days to Subscribers who availed the service through promotions expressly offering such free trial period and agrees to continue with the Services on a paid basis after the expiry of the trial period.

3. Subscribers who are on roaming will not be barred from availing the benefits of this Service.

4. For the purpose of these Terms, wherever the context so requires “You” or “Your” shall mean any natural person who is a Subscriber(s) of Vodafone India.

5. The Service is open for all Active Subscribers who are eligible to enter into a contract. To avail the Service, You will need a device that meets the system and compatibility requirements for the relevant Service, which may change from time to time, working internet access, and compatible software. Your ability to use the Service and the performance of the Service may be affected by these factors. Such system requirements are Your responsibility.

6. You may use the Services to browse, locate, and/or download Product(s) (defined as games and application software) for Your mobile or any supported device. Some of these Products may be offered by Vodafone India while others may be made available by third-parties not affiliated with Vodafone India. Vodafone India is not responsible for any Product that originates from any such third party content provider. You agree that Vodafone shall not be responsible for any Product liability, defect, non-performance or application / service-related issues related to the Product made available by third-parties. No such complaint or request will be entertained by Vodafone.

7. You hereby authorize Vodafone to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable You to avail all the features of the Product. Your personal information will be stored and processed as mentioned herein and in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.

8. You agree that Vodafone has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with any third party content provider for availing any Product.

9. Vodafone India may allow You to download or use some Products free of cost. Any terms and conditions that apply to purchase Products will also apply to free Products, except with respect to payment-related aspects (for example, the refund-related provisions of these Terms do not apply to such free Products). Vodafone India may impose limitations on Your access and use of certain free Products.

10. When You download or purchase a Product, You are availing the service and once the purchase is complete You will receive a confirmation from Vodafone India and the performance of that service will begin as soon as You start using the service.

11. All the Subscribers are applicable to the fall back options of Vodafone India while subscribing or purchasing Products in which while subscribing or purchasing the amount can be directly deducted from the prepaid balance or charged the postpaid accounts.

12. Vodafone India may make available to You various payment processing methods to facilitate the subscription / purchase of Products from the Platform. You must abide by any relevant terms and conditions or other legal agreement, whether with Vodafone India or any other third party that governs Your use of a given payment processing method. Vodafone India may add or remove payment processing methods at its sole discretion and without sending any notice to You. You are solely responsible for all fees associated with purchases You make on the Platform.

13. For sales as both principal and agent, Vodafone India displays the pricing for Products on the Platform. Pricing and availability of all Products are subject to change at any time before a purchase is completed.

14. When you subscribe a Product, Your contract for the subscription is completed and performance begins once Vodafone India sends You a SMS for confirmation. In addition, if You purchase an auto-recurring periodic subscription (whether monthly, annual or another period) to a Product, You may cancel that subscription at any time, and the cancellation will be immediately effective. For example, if You purchase a monthly subscription, you

may cancel that subscription at any time during any month of the subscription, and the subscription will be cancelled immediately.

15. When You subscribe / purchase a Product, You will initially be charged at the rate applicable at the time of Your agreement to subscribe. If the developer later increases the price of the subscription, Vodafone India will notify You in advance. The increase will apply to the next payment due from You after the notice.

16. Vodafone India reserves the right to extend, cancel, discontinue, prematurely withdraw, postpone, change, alter or modify this Service and its composition at its sole discretion at anytime as may be required in view of business exigencies and/or changes by Telecom Regulatory Authority of India (TRAI), Department of Telecom (DOT) and/or statutory authority and all such changes shall be binding on You.

17. Vodafone India reserves the right, at any time, to unconditionally disqualify a Subscriber who tampers with or who in any way abuses the process or Terms of this Service. Failure by Vodafone India to enforce any of the Terms in any instance shall not be deemed to be a waiver of those Terms and shall not give rise to any claim by any person.

18. Vodafone India shall not be responsible for any lost, late or misdirected network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and/or other conditions beyond its reasonable control.

19. By activating this Service, the Subscriber confirms and waives the applicability of rules and regulations of the National Do Not Call registry and agrees to receive transactional messages and alerts under the current Service and upcoming Service from Vodafone, as it may in its sole and absolute discretion decide.

20. You agree not to display content contained in Products in whole or in part as part of any public performance or display even if no fee is charged.

21. You may not sell, rent, lease, redistribute, broadcast, transmit, communicate, modify, sublicense or transfer or assign Products or your rights to Products to any third party without authorization, including with regard to any downloads of Products that you may obtain through this Platform.

22. This Service is subject to force majeure events i.e. Act of God or any circumstance beyond the reasonable control of the Vodafone India.

23. The Subscriber shall also be bound by the terms of the "Customer Application Form" as amended from time to time.

24. If there is any conflict between the Terms of Service and the terms of Customer Application Form, the terms of Customer Application Form/Subscriber Enrolment Form shall prevail.

25. The Subscriber agrees not to hold Vodafone India, its officers, directors, employees, affiliates, and agents or representatives liable for any direct/consequential losses arising directly or indirectly due to either subscription of the Service or arising otherwise.

26. The Subscriber shall indemnify and keep indemnified Vodafone India, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Vodafone India may incur, pay or become responsible arising out of or in connection with the breach of these Terms. Vodafone India shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscribers.

27. Decision of Vodafone India regarding all transactions hereunder shall be final and binding and no correspondence shall be entertained in this regard.

28. This Service is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.

29. Subscribers may contact the customer care regarding any queries, complaints, disputes pertaining to the Service.

30. Nothing in the Terms is intended to exclude or limit the liability of any party for (i) death or personal injury; (ii) fraud; (iii) fraudulent misrepresentation; or (iv) any liability that cannot be excluded or limited by law.

31. These Terms are governed in accordance with the laws of India. The courts of Mumbai will solely have the jurisdiction in case of any dispute or any matter arising from this Service.

32. The download and use of such content is unrestrained, there being no limit to the quantity of apps that a paying client is allowed to download, the sole restriction being the storage capacity of the client's mobile equipment.

33. All content downloaded from Vodafone Games does not belong to Vodafone and is made available by third-party developers. For this reason, Vodafone assumes no responsibility for the apps, their integrity, functionality, or for any permissions granted by the client while accessing the content.

34. The client is hereby made aware that, for the download and use of the apps in Vodafone Games, a mobile device is required, which must be compatible with Android technology, with Android version 2.3 or higher installed.

35. The client is hereby made aware that the use of Vodafone Games and its content requires an Internet connection (wifi, GPRS, EDGE, 3G, 4G or other). Offline usage will be restricted to 5 (five) offline app openings.

36. The client hereby acknowledges and agrees that by subscribing to the service all charges and fees are due, regardless of the client's mobile equipment meeting any compatibility criteria upon subscription. No refunds will be issued by Vodafone based on the client's inaptitude to access the service due to lack of a compatible mobile equipment.

37. Internet access and any data traffic associated with the download and use of the service will be charged as appropriate by the client's respective mobile network provider. Vodafone may at its sole discretion exempt the user from data traffic charges associated with the download of content, on a temporary basis, and the client acknowledges that this exemption may be terminated at any time.

38. To subscribe to the service the client must either be of legal age or be assisted as appropriate by his/her parents or legal guardians.

39. Whenever the service is accessed or purchased by minors, the responsibility for the access will lie with the bill payer for the respective mobile network provider, who will be assumed to have given permission to the minor to use of the service. Vodafone will not be held accountable for improper or unintended use of the apps or for the unintended acquisition of products. The legal guardian/contracting party is the sole responsible for the care and keeping of the mobile equipment required to use the service.

40. Vodafone will not be held accountable for the inaptitude of the client in connecting to the Internet, employing hardware equipment or software in the download and use of apps, or for the availability of any third-party or Internet links to the service. The client acknowledges that Vodafone gives no warranty or representation that the service will meet the client's requirements or any objectives in particular.

41. Vodafone will not be held accountable for any form of advertising and/or for the content of banner ads, pop-up windows and any other advertising formats shown on websites and third-party apps made available through the service and its portals. The responsibility for such content lies solely on the advertiser or their legal representatives.

42. The client acknowledges that given the nature of such services, Vodafone cannot guarantee that the service will be uninterrupted or error-free.

43. All content is protected by intellectual property rights and other applicable laws and is marketed through licensing agreements with their rightful owners

44. By accessing the service and any mobile app from Vodafone and its partners the client agrees to observe and abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone and to any third party content licensor to Vodafone that is made available through the service. As a user you do not acquire any ownership rights over the content, including names, titles, words, phrases, logos, patents and trademarks, literary and other artistic works, that is or once was made available through the service.

45. You are granted a non-exclusive, non-transferable, revocable license to access and use the content strictly in accordance with the present terms and conditions of use. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the service.

46. Your use of the service does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use the protected content solely for your personal use, and will make no other use of the content without the express written permission of Vodafone and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Vodafone or our licensors except as expressly authorized by the present terms and conditions of use.

47. Vodafone is not responsible or liable for any disputes or disagreements between you and any third-party in connection with your use of the service. You assume all risk associated with dealing with these third parties, and you release Vodafone of all claims, demands, and damages in connection with these disputes.