

DreamLab Toolkit  
Appendix 11  
DreamLab end user terms

## 1. Use of DreamLab and device specifications

- 1.1 You may use this software on a smartphone or tablet device (**Device**) only if you own the Device or have the permission of the owner of the Device. Your Device must have a mobile internet or Wi-Fi connection and meet the following system requirements to operate this application: Android devices with "Marshmallow" v6.0 or above and Apple devices with iOS13.1 and later. DreamLab Application is not compatible with other device operating systems, such as Windows, Symbian OS, Blackberry and other
- 1.2 By downloading, installing or otherwise using the DreamLab application (**DreamLab Application**) on your Device, you agree to be bound by these terms and conditions (**Terms**). If you do not agree to be bound by these Terms, you should not download, install or otherwise use DreamLab Application.
- 1.3 These Terms apply to your use of the DreamLab Application. The Terms are between Vodacom South Africa and you.
- 1.4 DreamLab Application is owned by Vodacom Foundation, UK registered charity number 1089625 of 1 Kingdom Street 1 Kingdom Street London W26B, England (**Vodafone Foundation**) and is being promoted by Vodacom in South Africa and DreamLab application's Local Research Partners (refer to 3.1)

## 2. Licence

- 2.1 Vodacom grants to you a personal, non-transferable, non-exclusive, revocable license to install and use DreamLab Application in object code form only for non-commercial purposes on your Device.
- 2.2 You must not:
  - (a) reverse engineer, decompile, disassemble or otherwise attempt to access the source code of DreamLab Application;
  - (b) sell, publish, rent, lease, lend, sublicense, distribute or otherwise make DreamLab Application available to any third party;
  - (c) work around any technical limitations in DreamLab Application or use DreamLab Application in an attempt to, or in conjunction with any device, program or service designed to, circumvent technical measures employed to control access to, or the rights in, a content file or other work;
  - (d) modify or make any derivative works of DreamLab Application, in whole or in part;
  - (e) remove any proprietary notices or labels on DreamLab Application or any copy thereof;

- (f) use DreamLab Application to infringe the rights of any person;
  - (g) will not introduce or attempt to insert any viruses, trojan horses, ransom ware, malware, and spyware, and computer code, instructions, devices or other software or materials that are designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation or use of the DreamLab Application; or
  - (h) make any use of DreamLab Application in any manner not authorised by these Terms and Conditions.
- 2.3 If you download the DreamLab Application from Google Play™, in addition to these Terms, your use of the DreamLab Application is also subject to Google Play Terms of Service (see [https://play.google.com/intl/en\\_au/about/play-terms.html](https://play.google.com/intl/en_au/about/play-terms.html)). To the extent of any conflict between these Terms and Google Play Terms of Service (as the case may be), these Terms will prevail.
- 2.4 If you download the DreamLab Application from the Apple App Store, in addition to these Terms, your use of the DreamLab Application is also subject to Apple Store Terms of Service (see <https://www.apple.com/legal/internet-services/itunes/us/terms.html>). To the extent of any conflict between these Terms and Apple Store Terms of Service (as the case may be), these Terms will prevail.

### 3. Donating computing power

- 3.1 DreamLab Application permits you to donate the computing power of your Device for use by the following partners:
- (i) Garvan Institute of Medical Research of 370 Victoria Street, Darlinghurst, NSW 2060 Australia
  - (ii) Imperial College London of South Kensington, London SW7 2AZ, United Kingdom
  - (iii) AIRC Foundation for Cancer Research of Viale Isonzo 25, 20135 Milan Italy

**(Local Research Partner/s):**

You acknowledge and agree that projects are operated by third parties including without limitation the Local Research Partner and may be subject to additional terms and conditions provided by that third party or app store operator (**Third Party Terms**). You must comply with all Third Party Terms and you agree that the third party, not Vodacom or Vodacom Foundation, is solely responsible for the project and any use of your Device by the project and any third party that utilises DreamLab Application on your Device.

- 3.2 DreamLab Application requires your Device battery to be charging (connected to an electrical charging source). DreamLab Application also requires mobile network or WiFi connectivity to function. You are solely responsible for paying all expenses you may incur when you access or use DreamLab Application, along with your mobile telecommunications or internet service provider charges and any excess charges to that provider if you have a limit on the amount of data you can download together with the costs of the Device and any other equipment of software you need to connect to and use DreamLab Application.

- 3.3 The DreamLab Application is available on the Global Google Play store and Apple Store, which means you can download and use it from anywhere in the world.
- 3.4 Each calendar month you can choose the amount of data you contribute using DreamLab Application. If you are using a mobile network, you can choose to contribute 50MB, 250MB or 500MB of data. If you are using WiFi connectivity you can choose to contribute 500MB, 1GB or unlimited data. Please note, DreamLab Application works on a calendar month basis, which might not be in sync with your billing cycle. You can check your DreamLab Application monthly data usage in the app settings.
- 3.5 If you are roaming, data can cost significantly more than at home. If you choose to use the DreamLab Application while roaming on a mobile network, you will be charged for your data contribution at roaming rates. You can set DreamLab Application to off on mobile or WiFi in the app settings.
- 3.6 For the avoidance of doubt, you are contributing your Device's computing power and data to support a research project of the Local Research Partner/s. You are not making a tax deductible donation to Local Research Partner and you will not be issued with a tax receipt by either Vodacom or the Local Research Partner for any contributions made through DreamLab Application.

#### **4. Intellectual Property**

- 4.1 You acknowledge that DreamLab Application is licensed to you and that no ownership rights in DreamLab Application pass to you. You must use DreamLab Application only in accordance with these Terms and any Third Party Terms.
- 4.2 As between Vodacom and you, all intellectual property rights, including adaptations, translations and derivative works in DreamLab Application are the exclusive property of Vodacom or the Vodacom Foundation (or its licensors as the case may be), and vest in or are transferred to Vodacom or the Vodacom Foundation immediately upon creation.
- 4.3 All Intellectual Property Rights in the content, software and systems owned by or licensed to Vodacom and Vodacom Foundation in respect of DreamLab Application, including images, text, logos, names, designs, trademarks and copyright are reserved to Vodacom and Vodacom Foundation and or its licensors as the case may be.
- 4.4 "Vodacom" "Vodacom Foundation", "Local Research Partner/s" and each of their associated logos are trademarks of Vodacom and the Research Partner respectively and all rights are reserved.

#### **5. Updates**

- 5.1 From time to time, Vodacom at its absolute discretion may make available to you updates for DreamLab Application (**Updates**). These Updates may provide, without limitation:
  - (a) minor bug fixes;
  - (b) correction of defects; and
  - (c) enhancements to the functionality of DreamLab.

- 5.2 Vodacom is responsible for maintaining and supporting DreamLab only to the extent required by any applicable laws.
- 5.3 Vodacom may at its absolute discretion amend and update these Terms without notice to you. You will be responsible for ensuring that you are at all times familiar with the updated Terms.

## **6. Privacy**

Vodacom will use your personal information in accordance with the privacy statement provided along with DreamLab Application (**Privacy Statement**). For more information on how Vodacom processes your personal data and your rights relating to that data, please read the privacy statement.

## **7. Termination**

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

## **8. Product Claims**

8.1 DreamLab Application is provided on an 'as is' basis. Vodacom is responsible for addressing any of your claims or any third party relating to DreamLab Application including, but not limited to:

- (a) product liability claims;
- (b) any claim that DreamLab Application fails to conform to any applicable legal or regulatory requirement; and
- (c) claims arising under applicable consumer protection legislation.

8.2 Vodacom will not be responsible for any loss or damage that it or you could not reasonably expect at the time you first began to use DreamLab Application or which is out of our control. Vodacom will also not be responsible for:

- (a) any services provided by another person or organisation; or
- (b) any loss or damage that you could have avoided or reduced by being careful or taking reasonable steps.

8.3 All complaints and claims should be directed to Vodacom.

## **9. Liability**

9.1 Subject to clause 9.2 any representation, warranty, condition, guarantee or undertaking that would be implied in these Terms by legislation, common law, equity, trade, customer or usage is excluded to the maximum extent permitted by law.

- 9.2 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by relevant consumer protection legislation or applicable law that cannot be excluded, restricted or modified by agreement.
- 9.3 Where Vodacom's liability cannot be lawfully excluded, it is limited at the option of Vodacom, to:
- (a) the resupplying of access to and use of DreamLab Application; or
  - (b) the payment of the cost of having access to and use of DreamLab Application supplied again.
- 9.4 Vodacom or the Vodacom Foundation are not liable (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) for: (i) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill; (ii) any loss of or corruption to data; or (iii) any indirect or consequential losses, regardless of whether they were contemplated when these Terms were entered into. Neither party excludes any liability which cannot be excluded by applicable law.

## 10. Indemnity

- 10.1 You agree that your access to and use of DreamLab Application is at your own risk.
- 10.2 You will at all times indemnify Vodacom and will continue to indemnify, hold harmless and defend Vodacom and its principals, agents, servants and employees (***the Indemnified Parties***) from and against all liabilities, costs and expenses suffered or incurred by any of those indemnified including, without limitation, all reasonable legal fees incurred by the Indemnified Parties, arising out of or in connection with any of the following, except to the extent that any liability, loss or damage is solely and directly caused by the wilful misconduct or negligence of the Indemnified Parties:
- (a) any unauthorised use or disclosure of DreamLab Application by you;
  - (b) any loss or damage arising out of, or in connection with, any personal injury, death or damage to tangible property arising out of the performance of these Terms by you;
  - (c) any breach of these Terms by you; and
  - (d) any negligence, illegal or unlawful or wilful act or omission by you in connection with these Terms;
  - (e) any claim by a third party as a result or arising out of:
    - (i) the use of DreamLab Application by any means and in any form that was not specifically approved or authorised in writing by Vodacom;
    - (ii) the use of DreamLab Application in a manner or for a purpose not reasonably contemplated or not authorised in writing by Vodacom;
    - (iii) the modification, adaptation, merger or alteration of DreamLab Application without Vodacom's prior written consent; or

(iv) any wilful, unlawful or negligent act or omission by you.

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

**11. No Waiver**

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

**12. Severability**

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

**13. Assignment**

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

**14. Entire Agreement**

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

**15. Governing law**

These Terms will be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England.

**16. General**

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

**17. Contact Vodacom**

If you have any questions about these Terms or if you need to contact Vodacom about DreamLab Application, please contact <Thando.mnembe@vodacom.co.za>