



# Shake X Factor App Terms and Conditions

Shake X Factor App ('the App') is provided by Vodafone Malta Limited, SkyParks Business Centre, Malta International Airport, Luqa LQA4000, Malta ('We').

Whereas we are providing the App to you, by downloading and using this App, you agree to the following terms and conditions which should be read in conjunction with Shake X Factor App privacy supplement.

## 1. Licence

We grant you a non-exclusive, non-transferable licence to use the App on any device that you own or control for personal non-commercial use only. Subject to Clause 6 below, there is no charge to you to either download or use the App.

## 2. Your responsibilities

You will need to check that the App is compatible with your device prior to downloading. The App will be available to iOS and Android users and can be procured from the respective app stores.

## 3. Exclusion of warranties and limitation of liability

To the fullest extent permitted by applicable law, the App is provided to you "as is", without support or maintenance. Neither we nor our licensors warrant that the App will meet your requirements or that the operation of the App 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 and whether arising by statute, common law or otherwise. In any event, our maximum liability and sole remedy to you is a refund of the price of the App (if any) at the time of your purchase. This clause does not affect your legal rights as a consumer.

## 4. Your Information

In using the App, no personal data is collected that may identify you as an individual. For further details about your information kindly read through the [Shake X Factor App privacy supplement](#).

## 5. References

Vodafone Malta and its holding and affiliated companies assume no responsibility for material created or published by third parties that are referenced by a link from this App or which may be linked to this App. Vodafone Malta cannot guarantee the absence of viruses and other elements of third party links that may result in the alteration of the hardware or software, any files or documents in the user's device, and to the fullest extent permitted by law excludes any liability for the damage to data of whatever class because of third party links.

## 6. Charging

Access to the App consumes internet and falls into the same category of data usage as accessing Facebook or Twitter and you will be charge for data usage unless you are using WiFi or consuming data from your internet package. If you wish to vote as might be indicated on the App, charges apply at the stipulated rates advised on the App.

## Availability

7. We reserve the right to stop, suspend, amend or otherwise alter this App and these terms and conditions at any time, without prior notice, and you agree to accept by the most recent version each time you log into the App. In the event that any changes are made, the revised terms and conditions shall be accessible from the App immediately. Please check the latest information posted herein to inform yourself of any changes.