



SPECIFIC TERMS AND CONDITIONS KENYA – 15 OCTOBER 2013

These Specific Terms and Conditions and the [General Terms and Conditions](#) (hereinafter referred to jointly as the 'General and Specific Terms and Conditions'), as well as the [copyright policy](#) and the [privacy policy](#), apply to all agreements between us, as the Provider (hereinafter referred to as 'the Provider', 'we', 'us' or 'our' – see our details below) and you, as the Buyer of the Services that we supply. 'Services' refers to the supply of Mobile Content, i.e. content intended for use on mobile telephones (such as applications, wallpapers, games, fun sounds and real tones) via the Short Messaging Service (hereinafter referred to as 'SMS'), via the (mobile) internet, this website or a wapsite ('the Sites') and/or via any other method of delivery of mobile content, unless otherwise agreed in writing.

The General and Specific Terms and Conditions, as well as the copyright policy and the privacy policy, also apply to the use of the Sites.

USING THE Sites and/or REGISTERING FOR (ONE OF) THE SERVICES and/or ACCEPTING the Mobile Content and/or (ONE OF) THE services CONSTITUTES ACCEPTANCE OF the General and Specific Terms and Conditions, as WELL AS the copyright policy and the privacy policy, and YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE READ THESE AND ARE BOUND BY THEM.

For certain Mobile Content and Services, additional Terms and Conditions may apply in addition to the General and Specific Terms and Conditions, such as game terms and conditions, disputes regulations and guidelines which will be made known beforehand (hereinafter referred to as 'the additional Terms and Conditions'). **REGISTERING FOR (ONE OF) THE SERVICES and/or ACCEPTING the Mobile Content and/or (ONE OF) THE services, CONSTITUTES ACCEPTANCE OF ANY APPLICABLE ADDITIONAL TERMS AND CONDITIONS and YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE READ THESE AND ARE BOUND BY THEM.**

If conflicts arise between the General and Specific Terms and Conditions and the Additional Terms and Conditions, the latter conditions shall prevail.

The Provider has the right at all times to vary or supplement the General and Specific Terms and Conditions. You should therefore check these pages regularly.

1. COUNTRY

The Services are provided in Kenya.

2. PROVIDER

The Services are provided to you by:

FunClub is a trade name of Artiq B.V. Stadhouderskade 85, 1073 AT Amsterdam, the Netherlands.

Commercial Register number: 34202967.

VAT number: NL8129.06.810.B01

Email: info.ke@funclub-mobile.com

Tel: 0719786143 (Safaricom) and 0736431448 (Airtel).

3. SERVICES

This is a subscription to the best mobile content. By registering for the Services, you will have access to the best mobile content, such as funtones, wallpapers, games, celeb news, movie trailers and more. After you have registered, you will receive a URL that refers you to the mobile content portal. The content of the mobile content portal is continually updated.

4. ACCESS TO THE SERVICE, AVAILABILITY AND AGE

Users of the Services must be legal residents of Kenya who (1) have reached the age of 16 years and/or have the consent of (one of the) parents and/or the accountholder to sign-up for and use the Services on their behalf and (2) agree on behalf of this parent and/or accountholder and him/herself to be bound by these General and Specific Terms. When you sign-up for and/or use the Services you acknowledge and confirm that you have read and accepted the General and Specific Terms and that you comply with the terms that apply in your situation, as specified above.

5. FEES

The applicable fees will be communicated to you through the Services and the Sites.

The applicable fees are:

150 KSH per week (30 KSH per message, 5 messages per week).

The fees for the Services will be charged via the telephone bill of your mobile network provider if you have a subscription or via a deduction from your credit if you have no subscription. Separate mobile network provider text message/WAP/GPRS/UMTS fees or download charges may apply.

6. SHORT CODES, KEYWORDS AND URL OF THE SITES

If applicable, the short codes, keywords and the Uniform Resource Locator (URL) that we use for our Services and on the Sites will be communicated to you via the Services and via the Sites.

7. UNSUBSCRIPTION AND TERMINATION, CUSTOMER SERVICE AND COPYRIGHT CONTACT POINT

We offer you information on the Sites, and/or via the Services. If you wish to unsubscribe from your use of our Services, you can do so by sending STOP to 20622 or by contacting our customer service: call 0719786143 (Safaricom) and 0736431448 (Airtel) or email info.ke@funclub-mobile.com.

Safaricom subscribers can also unsubscribe the service by dialing *100# or *200#.

If you require more information or have specific questions, you can send an **e-mail** to our Customer Service: info.ke@funclub-mobile.com. You can also call our service number 0719786143 (Safaricom) and 0736431448 (Airtel) (free of charge; additional charges from your mobile telephone may apply).