



## SPECIFIC TERMS AND CONDITIONS UNITED KINGDOM , 1 NOVEMBER 2014

These Specific Terms and Conditions and the **Terms and Conditions** (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** ("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 Specific Terms and Conditions, as well as the copyright policy and privacy policy and you acknowledge and confirm that you have read these and are bound by them.**

The Provider has the right at all times to vary or supplement the General and Specific Terms and Conditions. Any material changes (such as changes to our fees or the nature of the Services) will be notified to you via a free text message. All other changes will either be posted on the app or on the website, as appropriate.

### 1. COUNTRY

The Services are provided in the United Kingdom for the sole use of UK residents.

### 2. PROVIDER

The Services are provided to you by:

Cructiq AG

Lindenstrasse 2

6340 Baar, Switzerland

Business registration number: CHE-112915786

VAT number: CHE-112915786

### 3. CHARGES

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

The applicable fees are:

You will receive 1 chargeable messages per week. The cost of receiving a Message is £4.50. You will be charged in total £4.50 per week, until you cancel the Services.

If you subscribed via **Pay For It**, you will be charged £4.50 per week.

The fees for the Services will be charged via the telephone bill of your mobile network provider if you have a monthly contract or via a deduction from your credit if you have a pay-as-you-go plan. Separate mobile network provider text message/WAP/GPRS/UMTS fees or download charges may apply.

### 4. SERVICES

By subscribing to the Services, you will get access to a high quality mobile content portal with content ranging from apps, games, movie trailers, gossips, ringtones, wallpapers, video, jokes, horoscopes, fun tests and more. After subscribing to the Services, you will be redirect to the high quality mobile content portal. The content of this portal is constantly updated. Please bookmark or add this content portal to your favorites to access the content at any time.

### 5. ACCESS TO THE SERVICE, AVAILABILITY AND AGE

Users of the Services must be legal residents of the United Kingdom who (1) are at least 16 years old; and (2) have read and agreed on behalf of him/herself or the accountholder to be bound by these General and Specific Terms and the copyright and privacy policies.

### 6. TERMINATION, CUSTOMER SERVICE AND COPYRIGHT CONTACT POINT

We offer you information on the Sites, and/or via the sms messages. In addition, if you need more information or have specific questions or wish to inform us of a complaint, please e-mail our Customer Care Center on [info.uk@funclub-mobile.com](mailto:info.uk@funclub-mobile.com) or telephone us on 08000923824 (free of charge).

The supply of the Service to you will continue until you choose to terminate your subscription.

To terminate the Service, you can send a text message containing the word STOP to 64546. You can also call the Customer Care Center on the telephone number above.

### 7. CANCELLATION

You will have a period of 14 days in which to cancel your contract with us unless you have asked us to supply the service to you immediately and have acknowledged that this cancellation period will not apply. To cancel your contract within the 14 days you can use the model cancellation form (please see below) or you can contact us by sending an email to [info.uk@funclub-mobile.com](mailto:info.uk@funclub-mobile.com) or telephone us on 08000923824 (free of charge).

When you contact us via email or telephone or by filling in and sending us the cancellation form, please mention your mobile phone number. This enables us to process your cancellation.

#### Model cancellation form

To:

Cructiq AG

Lindenstrasse 2

6340 Baar, Switzerland

Email: [info.uk@funclub-mobile.com](mailto:info.uk@funclub-mobile.com)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*]/ received on [\*]

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate.