

**Terms and Conditions** 

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**Specific Terms and Conditions** 

Contact

Faq

## GENERAL CONDITIONS Luxembourg April 1, 2017

**Products** 

# 1. Domaine d'application et modifications

The present general conditions and the Specific terms (hereinafter referred to as the "General and Specific Conditions"), as well as the policy of copyright and the privacy policy, apply to all agreements between us as a Service Provider (designated by "the Service Provider", "we", "us", "ours", "our", see the Specific Conditions for our contact details) and you as as a Customer of the Services we provide. By Services is meant the provision of Mobile Content, this means content intended for use on the mobile phone (e.g. applications, wallpapers, games, fun sounds and tones) by Short Messaging Service ("SMS"), via the (mobile) Internet, this website or a wap site (the "Sites") or other methods of delivering mobile content, unless otherwise agreed in writing.

By using the Sites and/or logging in to (one) of the services and/or accepting mobile content and/or (one) of the services, you

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

confirm that you have read them and that they are binding on you. On certain services and mobile content, additional conditions will apply in addition to the general and specific conditions, such as the conditions of play communicated in advance, the rules of dispute and the directives (hereinafter called the "Additional Conditions"). By logging into (one) of the Services and/or accepting Mobile Content and/or (one) of the Services, you agree to the application of

accept the application of the General and specific Conditions, as well as the policy of Copyright and you acknowledge and

the General and Specific Conditions, as well as the Copyright Policy and you acknowledge and confirm that you have read them and that they are binding on you. In the event of contradictions between the General and Specific Conditions on the one hand and the Additional Conditions on the other hand, the last conditions quoted will prevail.

The Service Provider has the right to modify the General and Specific Conditions at all times. Also, you should read these pages regularly.

2. DESCRIPTION OF SERVICES

Through the services, the Provider grants Customers access to a network of mobile Content, including but not limited to news or

#### information, applications, games, emails, chat services, entertainment, horoscopes, ringtones, backgrounds screen, fun sounds, tones and real videos. Access to Content and Mobile Services from independent third parties may also be part of the Services.

Access to the Services may be granted by providing you with the Mobile Content for you to download from the category for which you have registered (for example delivery of an application) or by allowing you to download the Mobile Content (for example by the delivery of a WAP-push link or a PIN for downloading the content on the sites provided for this purpose) or by giving you access to the Mobile

Content. Indemnity is due whether or not you actually download Mobile Content; the counter-performance of the indemnity is exclusively

The general and specific conditions, the copyright policy and the privacy policy and any Additional Terms also apply to any expansion or improvement of the current service(s). The Service Provider may modify or terminate the Service(s) (or part thereof) temporarily or permanently. You agree that the Service Provider is not liable to any third party or to you as a user if the Service(s) is (are) modified, terminated or interrupted.les Conditions additionnelles éventuelles s'appliquent également à un élargissement ou une amélioration éventuel du (des) service(s) actuel(s). Le Prestataire peut modifier ou mettre fin au(s) Service(s) (ou à une partie de ceux-ci) de manière

temporaire ou permanente. Vous acceptez que le Prestataire n'est pas responsable envers un tiers ou envers vous en tant qu'utilisateur si le(s) Service(s) est (sont) modifié(s), terminé(s) ou interrompu(s). 3. ACCESS TO SERVICES, AVAILABILITY AND AGE LIMITATIONS; YOUR RESPONSIBILITIES To be able to use the Service(s), you must: at least have reached the age provided for in the Specific terms and/or have the authorization of (one of) your parents or legal

## If another person makes payments for the Services delivered to you (the payment agent), you must have received their authorization

the delivery of the possibility of downloading, receiving and/or having access to the Mobile Content.

to collect and use the Services and to make payments for the Services.

must make such change at your own expense.

by deduction from your call credit if you do not have a subscription.

4. INDEMNITIES FOR SERVICES

of sending Mobile Content.

To be able to use the Services:

- If applicable (one of) your parents, legal (legal) representative(s), and/or payment agent must (wind) accept the binding nature of these General and Specific Conditions for them, the copyright policy and the privacy policy and any Additional Terms.
- The Service(s) is (are) provided "as is" and "as is (are) available" at the time of use or consumption.
- avoid disappointment, we ask you, before registering for any Service(s), to check the possibilities of your telephone with regard to these Services, as mentioned in the Supported handsets overview, which can be found at the sites.

you must have the necessary means of mobile communication. Certain Mobile Content is only accessible for a select set of mobile

phones. This is a matter managed by mobile phone manufacturers and is therefore not within the Service Provider's sphere of risk. To

we ask that you, before signing up for any Service(s), check your phone settings for such Services with your Mobile Network Service

you must ensure that the settings, for example the WAP settings of your mobile phone are set appropriately. To avoid disappointment,

access to a mobile communications network, through which the Provider makes the Service(s) available to you. you must have an active Internet connection installed on your mobile phone (WAP, GPRS or Wi-Fi). On the websites of your Mobile Network Service Provider, you will find instructions.

you must have a mobile communications subscription with a participating Mobile Network Provider or you must otherwise have

 you must have the necessary equipment to establish the connection, including a mobile phone or a PC or other means that may be necessary.

IT IS POSSIBLE THAT YOU HAVE TO PAY AN ADDITIONAL COMPENSATION TO ACCESS A MOBILE COMMUNICATION, AN ACTIVE INTERNET CONNECTION OR TO ADJUST THE ADEQUATE PARAMETERS AND BE ABLE TO USE THE SERVICES.

The Service Provider does not accept any responsibility and does not grant any guarantee if you cannot use the Service(s) fully and/or if you do not or do not receive in due time the Mobile Content or the messages (SMS), if it is the consequence of the fact that you do not fully comply with the provisions of Article 3 or following the elimination or non-storage (in a timely manner) of the Mobile Content or

#### You are responsible for ensuring that your device and/or software does not interfere with or prevent the Services of the Provider. The device or software that causes inconvenience is immediately excluded from the Services and the Provider has the right in this case to terminate the services immediately or to suspend them. If a change to your device or software is required to upgrade the Services, you

To be able to remove the Services, you must be registered as an account holder and to use the Services, you pay an indemnity in accordance with the rates in force at the Provider by the telephone bill of your Mobile telephony Provider if you have a subscription. and

messages (SMS) that you receive from us and/or because your incoming message (SMS) or memory is full.

It is also possible that your Mobile Service Provider charges us or that we charge them fees for sending or receiving messages (SMS) or Mobile Content, in addition to the compensation that we charge. Consult your mobile network provider about this. When registering for our Services, you will find information on the compensation to be paid to the Service Provider and on the frequency

Provider will always keep you informed of such a change. If you do not accept the new indemnities (which will never be applied with retroactive effect), you may terminate the agreement with us with immediate effect. Invoices from a third party are subject to the payment terms of that third party.

You pay or indemnify the Service Provider for all national and local taxes or miscellaneous (with the exception of the tax on the net profit of the Service Provider) including, but not limited to the tax on the turnover, property tax relating to the use and tax on games of chance or any other taxes which replace them, which are based on the charges due for the use of the Services whether this tax is imposed now

All indemnities, including those for existing subscriptions, may be modified after notification to you by the Service Provider. The Service

or in the future by international, European, national or local authorities or by one (the) other body (s) having the collection of taxes in its competence.

You agree to use the Services in accordance with the following Code of Conduct: You will respect the confidentiality of the information that will be transmitted to you through the Services and you will not transmit this

fraudulent or illegal in any other way or is contrary to law or morality;

email addresses, websites or full names;

an Internet Service Provider's usage policy.

5. CODE OF CONDUCT FOR THE USE OF THE SERVICES

information to any third party without the authorization of the Service Provider or the person who transmitted the information to you; You will not use the Services to engage in harassment, offensive behavior, including but not limited to posting communications, photos or recordings with content that is insulting, defamatory, vulgar or scandalous or the use of racist, pornographic, obscene or defamatory language or images; 3. You will not use the Services to violate the privacy rights, property rights or other rights of the Provider or any person; 4. You will not use the messages, photos or recordings or the Services in any way that violates, plagiarizes or infringes the rights of the

Provider or any third party, including, but not limited to copyright, privacy and other personal right or property right or which is

You will not use the Services for the promotion of good works, for advertising purposes or for the acquisition of articles or services; 6. You will not provide or publicly transmit any contact information, including but not limited to telephone numbers, mailing addresses,

- 7. You will not reproduce, copy, sell, resell or use the Services in whole or in part; 8. You will not use the Services for commercial purposes;
- informational communications ("Spam"). Furthermore, you will not use the Services to (a) send email messages that are extraordinary and/or are intended to annoy or torment third parties, (b) continue to send email messages to the Provider or any (e) recipient who has indicated that he/she no longer wishes to receive them, (c) send emails with misleading or fraudulent header information, (d) send malicious emails, including, but not not limited to mail bombing or (e) sending or receiving e-mail messages in a manner that violates

9. You will not use the Services to send unsolicited email messages, including but not limited to mass commercial advertising or

The Service Provider reserves the right, at its own discretion, to suspend or terminate your subscription and/or terminate the relationship with you and/or prohibit you from using the Services or part of between them immediately or in the future without owing you any compensation in this context. 6. OBLIGATION TO REGISTER SERVICES

registration form (hereinafter referred to as the "Registered Information") is correct and complete. If the Service Provider believes, at its own discretion, that the Information recorded is not correct or is incomplete, the Service Provider has the right, at its own convenience, to suspend or terminate your subscription and/or to terminate to the relationship with you and/or prohibit you from using the Services or any

To ensure secure use of the Services and payment of application fees, you warrant that the personal information provided on the

part of them immediately or in the future without owing you any compensation in this context.

the Sites at the end of each session (by shutting down your browser) and that you will contact the Service Provider if you notice or suspect that improper use is being made of your password or your account. or that the security or protection of the Recorded Information is no longer guaranteed for another reason. The Service Provider may grant you access to certain Services without you being registered

You are responsible for ensuring the confidentiality of your passwords and/or any other information provided by the Service Provider and you are fully responsible for all actions performed using your password or this other information. You agree that you will close your visit to

## as a user, for example your registration for the services by your mobile phone. In each case, your identification is based on the method of identification that we deem appropriate, such as your mobile phone number.

7. PRIZE REQUESTS AND AVAILABILITY OF PRIZES

Conditions in order to be able to receive the prize won. Any Game Conditions apply and you will find them on the Sites. The information provided must be correct and complete in order to be eligible for prizes. 8. PRIVACY POLICY AND DATA PROCESSING The Service Provider attaches great importance to the privacy of its users. This is why we have established a politique de vie privée which

is an integral part of the General Conditions and the Additional Conditions of the Service Provider. You acknowledge that the Service

"Information") in connection with the Services. We may pass the Information to your Mobile Network Provider and/or Service Gateway Provider to enable collection of any compensation you owe and such Information collected by the Provider may be stored and processed in the country where the Provider or its representatives have of different equipment. By using the Services, you agree to such transfer of

Provider may collect and process "personal information", "financial information" or "demographic and usage information" (the

If prizes can be won as part of the Services, you must be registered with the Provider in accordance with article 6 of these General

information outside of your country. By using the Service Provider's Services, you accept this privacy policy, the copyright policy and the General and Specific Conditions. If you do not accept them, you cannot use our services. We reserve the right to modify, expand or limit this privacy policy, the copyright policy and the General and Specific Conditions at any time. Unless expressly provided otherwise, the General and Specific Conditions, the Copyright Policy and the privacy policy apply to all applications, whether new or existing, that are part of an expansion or improvement of the Services. It is therefore advisable to read these pages regularly. 9. WARRANTY AND INDEMNIFICATION You agree to indemnify the Provider and its holding companies, members, subsidiaries, related companies, service providers, contractors,

agents, representatives, license providers, officers, directors, shareholders and workers in connection with any claim, a proceeding, warning, claim or other proceeding, brought by or caused by a third party, as a result of or in connection with (i) your use of the Services, Mobile Content, Software and Sites, including, but not limited to your downloads of the Sites and/or Mobile Content, (ii) a violation of these Terms and Conditions or (iii) a violation of law, statute or the rights of any third. You pay costs and damages, including but not limited to

## reasonably incurred attorneys' fees and costs imposed on or granted by the Provider in connection with any claim, proceeding, warning, debt or other proceeding of this type or resulting therefrom. 10. USE, STORAGE, MONITORING AND DELETION OF INFORMATION

announcements and (text) messages that you store through the Services or that you send to users of the Services. If you believe that an advertisement, text message or public announcement on the Sites infringes your copyright, you can read in our copyright policy what you can do. All text messages are reviewed and explicitly pornographic content is removed. Users who behave inappropriately will be removed from the Sites. The Service Provider has the right to terminate/terminate the right to subscriptions and/or accounts that have not been active for a certain period of time. You agree that the Service Provider is not liable if data delivered or sent via the Services is not stored or is improperly deleted. 11. TERMINATION AND TERMINATION — right of dissolution, reconsideration or viewing The Services are accompanied by the right of dissolution, display or reflection as referred to in article L.221-3 of the Consumer Code. See Specific Terms for further details.

The Service Provider offers the user the possibility of terminating the Services. You will find information about this in the Specific terms, on the web pages linked to the Services, in the Services themselves and/or by our messages (SMS). In the Provider's registration

message (if applicable), you will find information on how you can terminate the Services. If the Services are delivered by SMS, in general,

number (short code) that you used to access the Services. For example, you can send the STOP message for the application short code and the termination is active immediately after the termination request is received. For more details, see the Specific terms, and/or click on the flag of your country. In addition, you can also send an email to the address mentioned on the Sites and/or by the Services, or to the telephone number mentioned in the Specific Conditions. In this case, the termination will be active within 48 hours of receipt of the termination request. However, charges may still appear the following month on your mobile phone, as mobile network providers charge retroactively. The Service Provider may at its discretion, without notifying you in advance, interrupt or terminate your use of the Services at

the Services can be terminated by sending an SMS message with the text STOP. You can send this message with the abbreviated

We reserve the right to monitor all advertisements, text messages, advertisements and public messages to ensure that they comply with the guidelines which are applicable at any given time. Although we do not (cannot) control all messages from users of the Services, nor are we responsible for the content of such messages, we reserve the right, but are not obligated, to delete or move content, including but not limited to profiles, public announcements, and (text) messages if we believe they conflict with the Terms and Conditions or other guidelines of application or that such content is otherwise objectionable. You are solely responsible for the content of profiles, public

## any time and eliminate or delete the Information recorded in the Services. You agree that the Service Provider may terminate your relationship with him with immediate effect and that all information related to this relationship, as well as the lists or files it contains may be immediately destroyed or deactivated and/or that he may deny any further access to the Services.

12. TRANSACTIONS WITH ADVERTISERS AND/OR SPONSORS

COUNTRIES DO NOT ALLOW US TO SEND YOU ADVERTISING MESSAGES WITHOUT YOUR PRIOR EXPRESS AUTHORIZATION. FURTHERMORE, WHAT IS MENTIONED ABOVE MAY NOT APPLY TO YOU. The registration of advertising or promotions on our Sites or in our Services does not imply any acceptance by the Provider of the content and/or service, and/or the product concerned and/or the company. We try to find advertisements and promotions that are relevant to our users. You always have the right to request not to be approached (anymore) by direct marketing. The Service Provider does not take part and is in no way responsible for a transaction relating to the products or services which are made available by the third parties concerned or for the content or information provided in connection with the products or services of third parties. . You agree that the Service Provider is not liable for damage of any kind, which is the consequence of these transactions. 13. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS You are aware and agree that the content and software used in connection with the Services and Mobile Content, hereinafter referred to as the Software, contains confidential information, which is protected by applicable and statutory intellectual property rights and by current legislation on industrial and intellectual property rights and other legislation. Unless otherwise stated elsewhere in these General and Specific Conditions, the rights, ownership and interests in and of the intellectual property or other rights, which relate to intangible things which are used, developed, recorded, materialized or exercised within the framework of the Services ("intellectual property right") being

the property of the Service Provider or its licensors and you agree that you do not have and cannot claim any interest or claim relating to these intellectual property rights. You acknowledge that no rights relating to the intellectual property are assigned to you and that you have not obtained any rights, express or implied, in the services, other than the rights which are expressly granted in these General and Specific Conditions. By intellectual property rights we mean the rights arising from legislation in the field of patent, copyright, trade

secrets, trademarks and all other intellectual property rights and their enforcement, renewal, extension and restoration, which are legally defined now or later around the world and are enforced. You acknowledge that all trademarks appearing on the Software and the Sites are the property of Provider or the respective owners of such trademarks and are protected by national and international trademark, trade name and copyright laws. The use of trademarks that appear on the Software and the Sites without the express written permission of the

proprietary rights and laws apply to advertisers' and/or sponsors' commercial message data and information provided to you by Services. You warrant that you will not modify, rent, rent, make available, lease, lend or borrow, sell, distribute, create or will not partially or fully

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in any way or use the modified versions of the Software and intellectual property rights, including (but not limited to) obtaining

(reverse-engineer) or decompile (reverse-assemble) a derivative work thereof, or otherwise attempt to recover the source code (or allow third parties to do so), or use and make available the Software and content except as expressly permitted in these Terms and Conditions and provided that you do not sell or codify the rights in the content, Software and rights intellectual property or sublicense or encumber them with warranties or otherwise assign them. You warrant that you will not modify the content, Software and intellectual property rights

unauthorized access to the Services. You guarantee that you will only use the interface provided by the Service Provider to obtain access

Provider or the owner of the trademark is expressly prohibited. You further understand and agree that copyright, patent or other

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generate the content of the products and/or services that are partially or totally obtained from the Services or the Software, unless and insofar as you have obtained the express written authorization of the Service Provider. The Provider hereby grants to you, and you accept it, a personal, limited, non-transferable, non-exclusive, revocable and inalienable license and the authorization to install the software and to download the contents, to use the code of use of the Software, to use the Services on a mobile device designed for this purpose, exclusively for your own, personal and non-commercial use and to use the Software and the Sites exclusively in accordance with these

### to the Services. The Service Provider grants in this case the authorization to make a single copy of the information on the device that you use to obtain access to the Services and to use and display the copy of the information recorded relating to this device for private purposes. 14. NON-RESPONSIBILITY CLAUSE THE PROVIDER, ITS DIRECTORS, OFFICERS, WORKERS, PROVIDERS, REPRESENTATIVES AND AGENTS ("SERVICE PROVIDERS") ACCEPT NO LIABILITY FOR DAMAGES ARISING FROM YOUR USE OF THE SERVICES, MOBILE CONTENT. SOFTWARE AND SITES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: 1. THE SERVICE, CONTENT, SOFTWARE AND SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THUS MAKE NO WARRANTIES EXCEPT THE STATUTORY WARRANTY THAT THE PRODUCT DELIVERED WILL MEET THE AGREEMENT. THE SERVICE PROVIDERS, HOWEVER AND TO THE EXTENT PERMITTED BY LAW, DO NOT ACCEPT ANY RESPONSIBILITY, WHETHER EXPRESS, EXPRESS, STATUTORY OR OTHERWISE, RELATING TO THE SERVICES, THE CONTENT, THE SOFTWARE AND THE SITES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF OWNERSHIP, NEGOTIABILITY, FITNESS FOR A DETERMINED PURPOSE AND NON-INFRINGEMENT OF OWNERSHIP RIGHTS. 2. THE SERVICE PROVIDERS ACCEPT NO RESPONSIBILITY FOR THE SECURITY, RELIABILITY, TIMELINESS AND COMPLIANCE OF THE SERVICES, CONTENT, SOFTWARE AND SITES. THE PARTIES PROVIDING THE SERVICES DO NOT WARRANT THAT THE SERVICES, CONTENT, SOFTWARE AND SITES WILL MEET YOUR EXPECTATIONS OR THAT THE SERVICES, CONTENT OFFERING, SOFTWARE AND SITES WILL BE UNINTERRUPTED OR PERFECT; 3. ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN OR THROUGH OUR SERVICES, RECEIVED FROM US DOES NOT CREATE ANY WARRANTY NOT SET FORTH IN THESE GENERAL AND SPECIFIC TERMS. YOU CANNOT WAIVE SUCH INFORMATION OR ADVICE: 4. YOU UNDERSTAND AND AGREE THAT YOU DO NOT DOWNLOAD AND/OR USE THE SERVICES, CONTENT, SOFTWARE AND SITES FOR YOUR OWN CONVENIENCE AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE PHONE OR LOSS OF YOUR DATA AS A RESULT OF DOWNLOADING OR USING THE CONTENT, THIS SOFTWARE AND THE SITES; WITH REGARD TO THE CHAT SERVICES: THE MOBILE CONTENT SERVICES, INCLUDING THE SMS SERVICE, ARE INTENDED SOLELY FOR RELAXATION PURPOSES; PHOTOS OF INDIVIDUALS SHOWN ON TELEVISION, THE INTERNET AND/OR ON MOBILE PHONES ARE INTENDED FOR ILLUSTRATION PURPOSES ONLY. THESE ARE NOT THE PEOPLE WHO

# STAGNATION, LOSS OF BUSINESS INFORMATION, OR THE LIKE) ARISING FROM YOUR USE, MISUSE, OR INABILITY TO USE

in any way.

15. LIMITATION OF LIABILITY

ACTUALLY PROVIDE YOU WITH THE SERVICES.

The services are delivered by: consult the Specific terms.

THE SERVICES, MOBILE CONTENT, THE SOFTWARE AND THE SITES, ALSO IF THE PROVIDER'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE (INCLUDING DAMAGE CAUSED TO THIRD PARTIES). SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF THE PARTIES PROVIDING THE SERVICES FOR DAMAGES, LOSSES AND LEGAL ACTIONS (ARIED IN CONTRACT OR WRONG ACT [INCLUDING NEGLIGENCE] WHICH YOU HAVE SUFFERED EXCEED THE AMOUNT WHICH YOU HAVE PAID TO REGISTER FOR THE SERVICES, CONTENT, SOFTWARE AND SITES. 16. GENERAL INFORMATION These general and specific conditions replace all previous contracts concluded between you and the Service Provider. If you use additional services, materials or software from third parties, additional terms may apply to you. The national legislation of the country or state where you live applies to the relationship between you and the Service Provider, regardless of the conditions and provisions of applicable international law. Application of the United Nations Convention on Contracts for the International Sale of Goods. ["The Vienna Convention"] is expressly excluded. Disputes will be arbitrated according to the rules established by the arbitration institute of your country

of residence. If the Service Provider does not exercise or impose some of the rights or conditions determined in these General and Specific Conditions, this does not mean that it waives or rejects these rights or conditions. If a provision of these General and Specific

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, ADDITIONAL, SPECIAL, MORAL, ADDITIONAL, STATUTORY OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS REVENUE, BUSINESS

Conditions is declared invalid or non-binding by a competent judge for this purpose or a designated intermediary, then this finding will have no influence on the validity or the opposability of the other provisions of these Conditions, general and specific. If we fail to exercise our rights arising from these General and Specific Conditions when the breaches described in this Contract occur, this does not mean that we waive these rights, if a breach of this type were to recur. . The titles of the articles used in these General and Specific Conditions are only added to facilitate reading and can not define, limit, interpret or describe the scope or the extent of this article or influence this article

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