

# Terms & Conditions

**Issue Date:** May 2014

These Terms and Conditions are the terms and conditions of the subscription agreement (**'Agreement'**) between You (**You are our subscriber or potential subscriber**) and Convey Global Pte. Ltd, of 10 Anson Road #35-06A International Plaza Singapore 079903 and its affiliate 8Z Pty Ltd (a registered company in New South Wales, Australia) hereafter collectively referred to as **"Company, Provider, we, us, our, ourselves"**). 8Z Pty Ltd is the content provider and operates the MoFun mobile site.

This Agreement governs your use of the MoFun mobile site and all mobile content and services (as defined below) available on the site (collectively referred to as the **"Service"**). It explains our obligations to You, and your obligations to us in relation to the Service.

By requesting the Service and downloading mobile content made available through applicable mobile sites or any advertising or promotion, You agree to be bound by these Terms and Conditions and furthermore You acknowledge and confirm that:

- You are the person responsible for the mobile account associated with the mobile number provided on the subscription service;
- You are responsible for all services used through that mobile account;
- You authorize your mobile carrier to charge appropriate fees directly to your mobile service bill (meaning if you are on a post-paid service the charges are billed to your mobile phone statement or if you are on a prepaid service the charges are deducted from your prepaid balance);
- You are at least 18 years of age. If under 18, then You **MUST** have the account holder/bill payer's permission to subscribe;
- You understand that it is your responsibility to ensure that your mobile device is compatible to use the Service and that the mobile phone is correctly configured;
- You agree that you will not allow unauthorised individuals to use your mobile phone account as identified by your mobile phone number;
- You agree to abide by Singapore and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a national destination or person prohibited under such laws; **AND**
- You agree, understand and accept these Terms and Conditions and the associated **Privacy Policy**.

You may use the Service only in accordance with the terms of this Agreement, any amendments and any additional terms that may be presented in connection with any particular feature or function of the Service from time to time.

## Description of Service

The MoFun is a subscription membership that provides its members with a range of products, services and benefits through the applicable mobile sites to compatible handsets (hereinafter referred to as **"Service"**). The MoFun mobile site is hosted by 8Z Pty Ltd in Australia. Access to the Service can be provided by delivering to You downloadable mobile entertainment content. Membership to the Service is upon successful subscription, where members will be granted access to downloadable contents, including AWESOME HD Wallpapers, lifestyle tips and fun interactive services.

**The Service is available to residents of Singapore only.**

## Costs & Charges

The applicable costs of the MoFun subscription service stated above are as follows:

### MoFun Charges

- **Ongoing subscription fees** (this will continue until You unsubscribe): S\$4.99 - Every 7 days from Your subscription date.
- **Mobile Carrier/Third Parties fees** - Carriage fees may apply. Your Carrier provider/operator will charge You the applicable rate for SMS sent by You including any related download charges effected by You as per your agreement with them. We are not responsible for the respective carrier fees even if they arise when you use the Service.

### Change to existing Fees

All fees as shown above are subject to change upon reasonable notice from us. In the event of a fee increase, we will inform you of the new fees/charges and the effective date for the new fees/charges. We will inform you of the fee increase at least 30 days before the effective date. If you do not wish to accept the new fees, you may cancel/terminate your subscription (refer to Cancellation/Termination of Your Service below) prior to the revised/new fees being applicable. Your cancelation/termination request will be effective immediately.

### Promotional subscription offer

The Provider reserves the right to offer from time to time and at its discretion 1 week's free subscription for new subscribers. This will be a promotional offer which may be linked to certain marketing campaigns for the respective Service and will be applicable only to subscribers that subscribe to the Provider Service during the period of the promotional offer. Relevant Terms & Conditions for the promotional offer are applicable and will be made available at the time of promotion. The Provider can withdraw the promotional offer at any time without prior notice of any kind.

### Form of Payment

Depending on your mobile phone account set up and type/service, You may choose to be billed for your subscription sign up and ongoing fee by:

- **Pay via Mobile** - This is where the associated charges<sup>^</sup> will be:
  - **For Post-pay service**, it will be added your Mobile Phone Carrier billing statement
  - **For Prepaid service**, it will be deducted from Your Mobile Phone Carrier account
- **PayPal** - This is where You may choose to pay for the associated charges<sup>^</sup> directly using Your PayPal account.
- **Google Wallet** - This is where You may choose to pay for the associated charges<sup>^</sup> directly using Your Google Wallet

The billing will continue until You unsubscribe

<sup>^</sup> *Applicable charges are as shown in the Fees & Charges table*

The minimum subscription period is 7 days. Subject to this you may unsubscribe at any time.

### Subscription Membership Package

As part of your subscription membership to the Service You will receive the following:

MoCoin(s) value for MoFun;

- **MoCoins** \* - 10 MoCoins credited to Your Account
- **Frequency** - Every 7 days from subscription date until you unsubscribe
- **Cost** - S\$4.99

*\*MoCoins are the token allocated to Your Account.*

How does the MoFun work?

On the subscription date and every 7 days thereafter, You will receive fresh link(s) every time You are billed, giving You access to the Service. This will allow You to access the MoCoins allocated and as stated above. These MoCoins can be used to purchase and download content from the Service mobile site.

#### Conditions of MoCoins

- These MoCoins can be used to purchase and download any item displayed on the mobile site for this Service.
- The applicable MoCoins value of the content will be subtracted from your balance for each download.
- The MoCoins are for the current subscription week only and are not cumulative.
- You will require the exact value of MoCoin for a successful download of the selected content; refer to the MoCoins content value details below;
- Upon termination/cancellation of your subscription service any MoCoins that are yet to be used will not be refunded in cash and will be forfeited.

Content Value;

- Wallpaper – 1 MoCoin
- Fun Text/Tips – 2 MoCoins
- Lifestyle – 2 MoCoins
- Comedy – 2 MoCoins

The MoCoins values stated above are correct as at the issue date of these Terms and Conditions and are subject to change.

### **Quality of Service**

#### Mobile device compatibility

We will do our utmost best to provide You with a good service and make it available at all times. It is however your responsibility to ensure that the mobile device is compatible to use the Service and that the mobile phone is correctly configured.

For mobile device compatibility questions please phone our helpline on 0800 130 1530.

Note:

- We will not refund your subscription fee or any other fees if it turns out that the requested mobile content is not compatible with your handset.
- The Service is also available via supported wireless devices
- MoCoins will not be returned or refunded in the event that You are not able to receive the requested downloaded content.

### **Usage of Service**

- You understand and agree that your use of the Service and its content is at your own sole risk. The Service and the mobile content are provided “as is” and without warranty by us or our partners as applicable and to the maximum extent permitted by law, express or implied.
- There is no warranty that the Service or the content will meet your requirements, or that your access to the same will be uninterrupted or error-free.
- You are fully responsible for all activities that occur under your account or through your subscription.
- You agree that You will not allow unauthorised individuals to use your account as identified by your mobile phone number.
- You agree to notify us immediately in case You become aware of or suspect unauthorised use of your account or subscription or any other breach of security.
- You agree that we are not liable to You or anyone else for any content or materials constituting all or part of any download or any other aspect of the Service that You might find objectionable.

## **Cancellation/Termination of Service**

### **By You**

You may choose to terminate/cancel your subscription/membership to the Service. To cancel your membership, simply:

Mobile site: Go to ‘HOME’ then select ‘My Account’ section and click on ‘unsubscribe’ OR

By Phone: Call the helpline on 0800 130 1530 *(local call cost may apply)*

Your cancellation/termination request will be processed and your account be closed immediately. Any fees already incurred/charged will be forfeited and not refunded.

### **By Us**

We may at our sole discretion suspend or terminate your account with or without notice to You. This includes but is not limited to, in the event of any breach of these Terms and Conditions, if You are deemed to have abused the Service. “Abuse of the Service” is defined as, but not limited to, excessive content requests leading to over allocation of system resources. In the event that we terminate Your account subsequent to breaches of these Terms and Conditions, we will have no liability or responsibility to You and will not refund any portion of Your fees charged to date.

## **Change to Service**

We reserve the right from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to You. You agree that neither we nor our partners or affiliates shall be liable to You for any modification, suspension or discontinuance of the Service.

## **Privacy**

To provide You with the Service, we may need to collect certain personal information from You. The 8Z Pty Ltd **Privacy Policy** applies to our delivery of the Service to You. Our Privacy Policy provides You with information on our collection, handling, use/disclosure and maintenance of your personal information. For example You agree that we may disclose personal information such as your mobile number to your mobile service carrier provider to secure collection of fees. To provide You with the Service we may also need to disclose your information to our third party providers/suppliers. Furthermore, we may also be need to disclose your information as may be

required by law (for example for legal proceedings, under Court Orders etc.). For more information on our handling, managing and storing of your information please refer to our [Privacy Policy](#).

## **Recording of Calls**

Your calls to our Helpline may be recorded for quality and training purposes. Kindly enquire with our Customer Service Care centre should You have any questions about the calls being recorded.

## **Trademark**

All trademarks, Service marks, trade names, domain names, slogans, logos and other indicia of origin that may appear on or in connection with the Service are the property of the Company and/or our partners and the respective licensees. You may not copy, display or use any of these marks without prior written permission of the mark owner.

## **Violation of Intellectual Property Rights**

If we receive a Notice alleging that You have engaged in infringing behaviour or reasonably suspect that your use of the Service violates our Company's or another's intellectual property rights, we may at our sole discretion, suspend or terminate your account with or without notice to You. Also refer to the 'Termination of Service by us' clause above.

## **Copyright Information**

The Service is for your personal use. You understand and agree that You may not transmit or retransmit, broadcast or re-broadcast or make any commercial use of the Service, including the mobile content.

We grant You a limited, non-exclusive, non-transferable, revocable right to download the mobile content to your compatible device solely for your own non-commercial use. You understand and agree that You may not download, reproduce, modify, display, perform, transfer, distribute or otherwise use the mobile content except as expressly provided in these Terms and Conditions.

You understand and agree that You may not authorise, encourage or allow any mobile content used or obtained by You to be reproduced, modified, displayed, performed, transferred, distributed or otherwise used by any other party, and You agree that You will take reasonable steps to prevent any unauthorised reproduction and/or other use of them.

The Service and all applicable content may contain copyrighted and/or proprietary subject matter. Your usage of the service and its applicable content are governed by these Terms and Conditions, all applicable laws, including but not limited to intellectual property laws. Your use of the Service and its mobile content is under license.

## **Remedies**

You agree to indemnify and holds harmless, our Company, our associated partners, agents, affiliates and/or licensors, as applicable, against any improper, unauthorised or illegal uses of your account.

You understand and agree that any unauthorised use of the Service would result in irreparable injury to our Company, our associated partners, agents, affiliates and/or licensors for which money damages would be

inadequate, and in such event our Company, our associated partners, agents, affiliates and/or licensors shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against You. Nothing contained in this paragraph or elsewhere in this Agreement shall be construed to limit remedies or relief available pursuant to statutory or other claims our Company, our associated partners, agents, affiliates and/or licensors may have under separate legal authority, including but not limited to, any claim for intellectual property infringement.

## **Liability**

You understand and agree that your use of the Service and the mobile content is at your sole risk. The Service and the mobile content are provided “as is” and without warranty by us, our employees, our affiliates, business partners and/or suppliers, as applicable, and, to the maximum extent permitted by law, we expressly disclaim all warranties, express or implied. There is no warranty that the Service or the mobile content will meet your requirements, or that your access to same will be uninterrupted or error free.

We and our partners do not warrant, guarantee, or make any representations regarding the use or the results of the use of the Service or the mobile content with respect to performance, accuracy, reliability, security capability, its accuracy or otherwise. You will not hold us and/or our partners responsible for any damages that result from You accessing the Service, using the Service including but not limited to any infections, or contaminations of your devices You use to access the same or to transfer mobile content that may result from that use.

Under no circumstances shall we be liable for any unauthorized use of the Service and/or content.

You agree that neither we nor our affiliates or licensors shall be liable to You or to any third party for any modification, suspension or discontinuance of the Service.

Under no circumstances shall we and/or our partners, as applicable, be liable to You for any consequential, incidental or special damages (including damages for loss of business profits, business interruption, loss of business information and the like) arising out of the use or inability to use the Service even if we have been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You. To the extent that in a particular circumstance any disclaimer or limitation on damages or liability set forth herein is prohibited by applicable law, then instead of the provisions hereof in such particular circumstance, we shall be entitled to the maximum disclaimers and/or limitations on damages and liability available at law or in equity by applicable law in such particular circumstance, and in no event shall such damages or liability exceed \$200.

## **Indemnity**

You agree to indemnify and hold us, our associated partners, agents, affiliates and/or licensors from and against any and all claims, actions, demands, causes of action (collectively “Claims”) and other proceedings arising from or concerning your use of the Service, and to reimburse them on demand for any losses, costs, judgments, fees, fines and other expenses they incur (including attorneys’ fees and court costs) as a result of any Claims.

## **Law and Legal Notices**

This Agreement and any other terms or documents referred to herein represent your entire agreement with us with respect to your use of the Service. You understand and agree that, except as expressly set out herein, this Agreement is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement. If any part of this Agreement is held invalid or unenforceable, that portion shall be severed and the remainder construed in a manner consistent with applicable law to reflect, as nearly as possible,

the original intentions of the parties, and the remainder shall remain in full force and effect. Our failure to pursue any available claim or defence pursuant to this Agreement or otherwise will not be a waiver of such claim or defence. The headings used in this Agreement are for convenience only, and will have no effect on the interpretation or legal enforceability of the terms herein. This Agreement is subject to the laws of Singapore and both parties submit to these.

## **Complaints/Disputes**

Should You have an enquiry or have a dispute/complaint about the Service, you can contact us:

By phone: 0800 130 1530

By email: [help@mofun.mobi](mailto:help@mofun.mobi)

By mail: Attn: Customer Service Care  
Convey Global Pte Ltd  
10 Anson Road  
#35-06A, International Plaza  
Singapore 079903

## **Changes to this Agreement**

This Agreement is correct as at the issue date mentioned above. You acknowledge and agree that this Agreement is subject to change by us at any time. In the event of changes to this Agreement, the changes shall be effective upon posting such changes to our mobile sites. You will be informed in the event of changes to the Agreement and advised that the new Agreement is available on our mobile sites. Your continuation to subscribe to the relevant Service after such posting shall constitute acceptance of the new Agreement by You.

These Terms & Conditions have been issued by

Convey Global Pte  
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#35-06A, International Plaza  
Singapore 079903