GENERAL TERMS AND CONDITIONS, 09 MAY 2017

1. APPLICABILITY AND CHANGES

These General Terms and Conditions and the Specific 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 the Specific Terms and Conditions for our details) 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.

2. DESCRIPTION OF THE SERVICES

By means of the Services, the Provider grants the Buyers access to a network of Mobile Content, including but not limited to 757 Mobile Content items. The Services may also include access to the Mobile Content and Services of independent third parties. The Services may also include access to the Mobile Content and Services of independent third parties.

The access to the Services may be provided by supplying you with downloadable Mobile Content of the category for which you have registered (e.g. by supplying an application) or by enabling you to download the Mobile Content (e.g. by supplying a WAP-push link or a PIN code for downloading the content on Sites designated for that purpose, or by offering access to the Mobile Content). The fees shall become due regardless of whether or not you actually download Mobile Content; the consideration for the fees shall consist solely of the provision of the right to download, receive, and/or access Mobile Content.

The General and Specific Terms and Conditions, the copyright policy and the privacy policy and any Additional Terms and Conditions also apply to any expansion or improvement of the current Service(s). The Provider may temporarily or permanently change or discontinue the Service(s) (or a part thereof) at any time. You agree to the fact that the Provider is not liable towards any third party or towards you, as a user, if the Service(s) are altered, discontinued or interrupted.

3. ACCESS TO THE SERVICES, AVAILABILITY AND AGE RESTRICTION; YOUR RESPONSIBILITIES

In order to be able to make use of the Service(s), you must:

- At least have reached the age referred to in the Specific Terms and Conditions and/or have the permission of (one of) your parents or legal representative(s).
- If someone else makes the payments for the Services delivered to you (the authorised bill payer), you must have his/her permission for the purchase and use of the Services and for making the payments for the Services.
- If applicable, agree, also on behalf of (one of) your parents, legal representative(s) and/or the authorised bill payer to being bound by these General and Specific Terms and Conditions, the copyright policy and the privacy policy and any Additional Terms and Conditions.

The Service(s) is/are provided 'as is' and 'as available' at the time of use or consumption.

In order to be able to make use of the Services:

- You need the necessary mobile communication equipment. Certain Mobile Content is only available for a select number of mobile telephones. This is a matter for the producers of mobile telephones and therefore lies beyond the Provider's sphere of risk. In order to avoid disappointment, before registering for (one of) the Services, you are requested to check the compatibility of your telephone for these Services, as shown in the List of compatible telephones, available at the Sites.
- You must make sure that the settings, such as the WAP settings of your mobile telephone, are correct. In order to avoid disappointment, before registering for (one of) the Services, you are requested to check with your mobile network provider that the settings of your mobile telephone are suitable for these Services.
- You must have a mobile communication subscription with a participating mobile network provider or have access to a mobile communication network by other means via which the Provider makes the Service(s) available.
- You must have a working internet connection installed on your mobile telephone (WAP, GPRS or Wi-Fi). You can find instructions for this on the website of your mobile network provider.
- You must have the devices needed to realise the connection, including a mobile telephone or PC or other devices that may be necessary.

IT IS POSSIBLE THAT YOU WILL HAVE TO PAY AN ADDITIONAL CHARGE FOR ACCESS TO A MOBILE COMMUNICATION NETWORK, A WORKING INTERNET CONNECTION OR FOR CREATING THE RIGHT SETTINGS IN ORDER TO BE ABLE TO MAKE USE OF THE SERVICES.

The Provider accepts no liability whatsoever and offers no guarantee whatsoever if you are not able to make (full) use of the Services and/or Mobile Content or do not receive (SMS) messages from us or do not receive these in time if this is a result of the fact that you do not comply with the provisions of this Article 3 or as a result of your deletion or failure to save the Mobile Content or (SMS) messages that you receive from us (in time) or as a result of the fact that your (SMS) inbox or memory device is full.

You are responsible for ensuring that your equipment and/or software does not disrupt or prevent the Services of the Provider. Equipment or software that causes disruptions will be immediately disconnected from the Services and in such cases the Provider has the right to terminate or suspend the Services with immediate effect. If a change in your equipment or software is required for an upgrade or for the Services, you must make that change at your own expense.

4. PAYMENT FOR THE SERVICES

In order to buy the Services, you must be registered as an account holder and for the use of the Services, you will pay a fee in accordance with the Provider's current rates via the telephone bill from your mobile network provider if you have a subscription, or through a deduction from your credit if you do not have a subscription.

It is possible that your mobile network provider will charge costs for sending or receiving (SMS) messages or Mobile Content to or from us, in addition to the fees that we charge. Please check this with your mobile network provider.

When registering for our Services, you will find information on the fees payable to the Provider and the frequency of sending Mobile Content.

All fees, including fees for existing subscriptions, are subject to change upon notice from the Provider. The Provider will provide you with reasonable notice of such changes. If you do not accept the new fees (which will never be effective retroactively), you may cancel your contract with us with immediate effect.

In the event of invoicing by a third party, the payment terms of that third party will apply.

You will pay or reimburse the Provider for all national and local or other taxes (with the exception of taxes based on the net profit of the Provider), including but not limited to VAT, occupancy-related property tax and tax on games of chance or any other levies imposed in lieu thereof, which taxes are based on the costs due for the use of the Services, regardless of whether those taxes are levied now or in the future by international, European, national or local authorities or by another institution or institutions with the authority to levy taxes.

5. CODE OF CONDUCT FOR THE USE OF THE SERVICES

You agree to use the Services in compliance with the following code of conduct:

1. You will keep all information provided to you via the Service private and confidential and will not disclose that information to anyone without the permission of the Provider or the person that provided you with the information;
2. You will not use the Services to engage in any form of harassment or offensive behaviour, including but not limited to the posting of communications , photographs or recordings which contain defamatory, libellous, crude, abusive or scandalous statements, or racist, pornographic, obscene or offensive language or images;
3. You will not use the Services to infringe the privacy rights, property rights or any other rights of the Provider or of any person;
4. You will not post messages, photographs or recordings or use the Services in a manner that infringes, plagiarises or breaches the rights of the Provider or of any third party, including but not limited to any copyright, or privacy or other personal or proprietary right or that is fraudulent or otherwise unlawful or that violates the law or public morality;
5. You will not use the Services to promote charities, advertising or goods or services;
6. You will not in any way post or pass on contact information through your publicly posted information, including but not limited to telephone numbers, postal addresses, e-mail addresses, websites or full names;
7. You will not reproduce, copy, sell, or resell the Services, in whole or in part;
8. You will not use the Services for commercial purposes;
9. You will not use the Services to sent unsolicited e-mail messages, including but not limited to mass commercial advertising or informative notices ('Spam'). Furthermore, you will not use the Services to (a) send e-mail messages that are excessive and/or are intended to harass or trouble other persons, (b) continue sending e-mail messages to the Provider or a recipient who has stated that he/she does not wish to receive these, (c) send e-mail with deceptive or misleading header information, (d) send malicious e-mail, including but not limited to 'mail bombing', or (e) send or receive e-mail messages in a manner that breaches the terms of use of an internet service provider;

The Provider reserves the right, at its own discretion, to suspend or terminate your subscription, and/or to terminate the relationship with you and/or to deny you the use of the Services or a part thereof, now or in the future, without owing you any compensation in that regard.

6. OBLIGATION TO REGISTER FOR THE SERVICES

In order to ensure safe use of the Services as well as payment of the applicable fees, you guarantee that the personal information provided in the registration form (hereinafter referred to as 'the Registered Information') is correct and complete. If the Provider, at its own discretion, believes that the Registered Information is not correct or is incomplete, the Provider has the right to suspend or cancel your subscription and/or to terminate the relationship with you and/or to deny you the use of the Services, or a part thereof, now or in the future, without owing you any compensation in that regard.

You are responsible for maintaining the confidentiality of any password and/or other information issued to you by the Provider and you are fully liable for all actions performed with the use of your password or this other information. You undertake to close your visit to the Sites at the end of each session (by closing your browser) and to contact the Provider if you observe or suspect unauthorised use of your password or account with the Provider, or that the security or protection of the Registered Information is no longer guaranteed for any other reason. The Provider may grant you access to certain Services without you being registered as a user, such as the sign-up for the Services via your mobile telephone. In each of those cases, your identification is based on the identification method that we deem appropriate, such as the number of your mobile telephone.

7. COMPETITIONS AND AVAILABILITY OF PRIZES

If prizes can be won as part of the Services, you must be registered with the Provider in compliance with Article 6 of these General Terms and Conditions in order to be able to receive the prizes that you have won. Game Terms and Conditions apply and can be viewed on the Sites. The information provided must be correct and complete in order to be able to claim the prize.

8. PRIVACY POLICY AND DATA PROCESSING

The Provider attaches great importance to the privacy of its users. For that reason, we have established a separate privacy policy which forms an integral part of the Provider's General and Specific Terms and Conditions and the Additional Terms and Conditions. You acknowledge that the Provider may collect and process 'personal information', 'financial information' or 'demographic and user information' ('the Information') in connection with the Services. We may pass on the Information to your mobile network provider and/or gateway services provider for the collection of fees that you owe and such Information collected by the Provider may be stored and processed in the country where the Provider or its representatives possess certain facilities. By making use of the Services, you consent to such a transfer of Information outside your country. By making use of the Provider's Services, you agree to this privacy policy, the copyright policy and the General and Specific Terms and Conditions. If you cannot agree to these, you should not make use of our Services. We reserve the right to vary, supplement or limit this privacy policy, the copyright policy and the General and Specific Terms and Conditions at any time. Unless explicitly determined otherwise, the General and Specific Terms and Conditions, the copyright policy and the privacy policy apply to all existing and new applications with which the current Services are expanded or improved. It is therefore advisable to check these pages regularly.

9. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Provider and its holding companies, members, subsidiaries, affiliated companies, service providers, contractors, agents, representatives, licensors, managers, officers, directors, shareholders and employees in connection with any claim, lawsuit, action, demand or other proceeding filed by a third party caused by, as a result of or in connection with your (i) use of the Services, the Mobile Content, the Software and the Sites, including but not limited to your downloads from the Sites and/or Mobile Content, (ii) infringement of these General and Specific Terms and Conditions or (iii) breaches of any law, regulation or the rights of any third party. You shall pay any and all costs, damages and expenses, including but not limited to the reasonable legal fees incurred and the costs charged to or otherwise incurred by the Provider in connection with or arising from such a claim, lawsuit, action, demand or other proceeding.

10. USE, STORAGE , MONITORING AND DELETION OF INFORMATION

We reserve the right to monitor all advertising messages, text messages, public announcements and messages in order to ensure that these comply with the guidelines that apply at any particular time. Although we do not (and are not able to) review every message sent by the users of the Services and are not responsible for the content of those messages, we reserve the right, but are not required to delete or move content, including but not limited to profiles, public announcements and (text) messages that we, at our own discretion, regard as contrary to these General and Specific Terms and Conditions or other applicable guidelines, or as unacceptable in other ways. You shall remain solely responsible for the content of profiles, public announcements and (text) messages that you store via the Services, or send to the users of the Services. If you think that an advertising message, text message or a public announcement on the Sites breaches your copyright, please read the copyright policy. All text messages may be screened and content of an explicit pornographic character will be deleted. Users who conduct themselves inappropriately will be removed from the Sites. The Provider has the right to terminate/cancel subscriptions and/or accounts that have not been active for a considerable time. You agree to the fact that the Provider is not liable or responsible if information provided or sent via the Services is not saved or is removed in error.

11. CANCELLATION AND TERMINATION – NO RIGHT OF WITHDRAWAL, TRIAL PERIOD OR COOLING OFF PERIOD

A right of withdrawal, a trial period or a cooling off period does not apply to the Services.

The Provider offers users the possibility of discontinuing the Services. We provide you with information on this in the Specific Terms and Conditions, on the web pages belonging to the Services, in the Services themselves and/or via our (SMS) messages. The free registration message from the Provider (if applicable) also contains information on how to cancel the Services. If the Services are provided via SMS, the Services can generally be cancelled by sending an SMS message with the word STOP as the text. You can send this message to the abbreviated number (the short code) that you have used for access to the Services. For example, you can send the STOP message to the applicable short code and the cancellation will take effect immediately after the receipt of the termination request. For further details, see the Specific Terms and Conditions, and/or click on the flag of your country. You can also send an e-mail to the address shown at the Sites and/or through the Services, or call the number, cited in the Specific Terms and Conditions. In that case, the cancellation be done quickly and within 1 business days with exceptions. However, fees may still appear on your mobile telephone bill in the following month as mobile network providers invoice retroactively. The Provider may, at its own discretion, without notifying you in advance, interrupt or cancel your use of the Services at any time and delete or remove the Registered Information within the Services. You agree to the fact that the Provider may discontinue its relations with you with immediate effect and may destroy or deactivate all registered information relating to this relationship, as well as the lists or files it contains, with immediate effect and/or may refuse you further access to the Services.

12. TRANSACTIONS WITH ADVERTISERS AND/OR SPONSORS

We may use advertisers and sponsors in order to reduce the costs of our Services for you. As a condition for the use of our Services, you agree that we may post advertising and other promotions on our Sites and/or in our Services and may send advertising and promotions via SMS or by other means in connection with our Services. You also agree not to attempt to block such advertising and promotions or to hinder it in any other way. SOME COUNTRIES DO NOT PERMIT US TO SEND YOU ADVERTISING MESSAGES WITHOUT YOUR EXPLICIT PRIOR CONSENT. IT IS THEREFORE POSSIBLE THAT THE FOREGOING DOES NOT APPLY TO YOU. The posting of advertising or promotions on our Sites does not constitute any endorsement by the Provider of such content, service product or company. We aim to ensure that the advertising and promotions are appropriate for our users. You have the right at all times to request us not to contact you via direct marketing (any longer). The Provider shall not be a party to, or in any way responsible for any transaction relating to products or services made available by the said third parties, or for the content or information provided in connection with third party products or services. You agree to the fact that the Provider is not liable for damages of any kind resulting from such transactions.

13. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

You are aware and agree that the content and software used in connection with the Services, hereinafter to be referred to as the Software, contain confidential information that is protected by valid and applicable intellectual property rights. Except as otherwise set forth herein, all right, title and interest in and to any intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Services ("Intellectual Property Rights") are owned by Provider or its licensors, and you agree to make no claim of interest in or ownership of any such Intellectual Property Rights. You acknowledge that no title to the Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Service, other than the rights expressly granted in these General and Specific Terms. "Intellectual Property Rights" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You acknowledge that all marks that appear throughout the Software and Sites belong to Provider, or the respective owners of such marks, and are protected by domestic and international trademark and copyright laws. Any use of any of the marks appearing throughout the Software and Sites without the express written consent of Provider or the owner of the mark, as appropriate, is strictly prohibited. Further you are aware of and agree that data in advertisements from advertisers and/or sponsors or information provided to you via the Services is subject to copyright, trademarks, brand names, patents or other property rights and laws. You guarantee that you will not amend, rent, rent out, lend, lease, borrow, loan, sell, distribute, create or generate content or products partially or entirely derived from the Services or the Software except in the event that Provider has given you explicit written permission to do so. Provider hereby grants you, and you hereby accept, a personal, limited, non-transferable, non-exclusive, revocable and non-assignable license and permission to install the Software and download the content, to use the working code of its Software to use the Service on a designated compatible mobile device solely for your own personal non-commercial use and to use the Software and the Sites solely in accordance with these General and Specific Terms, as long as you do not copy, alter or amend any Software, source codes or content, reproduce, modify, perform, transfer, distribute, sell, resell, create a derived product or content from those, reverse engineer or reverse assembly those, or otherwise attempt to find a source code (nor allow third parties to do so), use or make available the Software and content except as expressly provided in these General and Specific Terms and provided you do not sell any rights related to the content, the Software and the Intellectual Property Rights, code those, issue sub-licences for those, encumber those with security rights or otherwise transfer those. You guarantee that you will not amend the content, the Software and Intellectual Property Rights in any way or use amended versions of the Software and Intellectual Property Rights, including (but not limited to) in order to gain unauthorised access to the Service. You guarantee that you will only use the interface provided by the Provider in order to access the Services. Provider herewith grants permission to make only one copy of the Information on the equipment you use for gaining access to the Services and to use and display the copy of the Registered Information made on that equipment for private purposes.

14. EXCLUSION OF LIABILITY / NO WARRANTY

THE PROVIDER, ITS DIRECTORS, MANAGERS, EMPLOYEES, SUPPLIERS, REPRESENTATIVES AND AGENTS ('THE PROVIDING PARTIES') ACCEPT NO LIABILITY WHATSOEVER FOR DAMAGES RESULTING FROM THE USE YOU MAKE OF THE SERVICES, THE MOBILE CONTENT, THE SOFTWARE AND THE SITES. YOU UNDERSTAND AND EXPLICITLY ACCEPT THAT:

1. THE SERVICES, THE CONTENT, THE SOFTWARE AND THE SITES ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS, WITH NO GUARANTEE WHATSOEVER BEING PROVIDED. TO THE EXTENT PERMITTED BY LAW, THE PROVIDING PARTIES EXPLICITLY ACCEPT NO LIABILITY WHATSOEVER, EITHER EXPLICITLY, IMPLICITLY, BY LAW OR OTHERWISE IN RELATION TO THE SERVICES, THE CONTENT, THE SOFTWARE AND THE SITES, INCLUDING BUT NOT LIMITED TO THE IMPLICIT GUARANTEE OF PROPRIETERY RIGHTS, MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE AND THE NON-INFRINGEMENT OF PROPRIETARY RIGHTS ;
2. THE PROVIDING PARTIES ACCEPT NO LIABILITY WHATSOEVER WITH REGARD TO THE SAFETY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICES, THE MOBILE CONTENT, THE SOFTWARE AND THE SITES. THE PROVIDING PARTIES DO NOT GUARANTEE THAT THE SERVICES, THE MOBILE CONTENT, THE SOFTWARE AND THE SITES WILL MEET YOUR EXPECTATIONS OR THAT THE SERVICES, THE SUPPLY OF CONTENT, THE SOFTWARE AND THE SITES WILL BE UNINTERRUPTED OR ERROR FREE;
3. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY GUARANTEE NOT EXPRESSLY MADE HEREIN. YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE;YOU UNDERSTAND AND ACCEPT THAT YOU DOWNLOAD AND/OR USE THE SERVICES, THE CONTENT, THE SOFTWARE AND THE SITES AT YOUR OWN DISCRETION AND AT YOUR OWN RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE OR THE LOSS OF DATA AS A RESULT OF DOWNLOADING OR USE OF THE MOBILE CONTENT, THIS SOFTWARE AND THE SITES;
4. WITH REGARD TO THE CHAT SERVICES: THE SERVICES, INCLUDING THE SMS SERVICE, ARE INTENDED SOLELY FOR ENTERTAINMENT PURPOSES; IMAGES OF PERSONS SHOWN ON TELEVISION, ON THE INTERNET AND/OR ON MOBILE TELEPHONES ARE INTENDED SOLELY FOR ILLUSTRATIVE PURPOSES. THESE ARE NOT THE PERSONS WHO ACTUALLY PROVIDE THE SERVICES TO YOU.

15. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE PROVIDING PARTIES BE LIABLE TO YOU OR A THIRD PARTY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, SUPPLEMENTARY, LEGAL LIABILITY OR CONSEQUENTIAL LOSS (INCLUDING DAMAGES DUE TO LOSS OF BUSINESS REVENUE, BUSINES INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) AS A RESULT OF YOUR USE OF, MISUSE OF OR INABILITY TO USE THE SERVICES, THE MOBILE CONTENT, THE SOFTWARE AND THE SITES, EVEN IF THE AUTHORISED REPRESENTATIVE OF THE PROVIDER HAS BEEN INFORMED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES (INCLUDING DAMAGES SUFFERED BY THIRD PARTIES). SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR DIRECT, ADDITIONAL DAMAGES OR CONSEQUENTIAL LOSS, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF THE PROVIDING PARTIES TO YOU FOR ALL DAMAGES, LOSSES AND LEGAL CLAIMS (CONTRACTUAL OR ON THE GROUNDS OF UNLAWFUL ACTION (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU TO REGISTER FOR THE SERVICES, THE MOBILE CONTENT, THE SOFTWARE AND THE SITES.

16. GENERAL INFORMATION

These General and Specific Terms replace all previous agreements between you and Provider. If you use additional services, material or software from third parties, additional general terms and conditions may be applicable to you. National laws from your country or state of residence are applicable to the relationship between you and Provider, regardless of provisions of applicable international law. You and Provider hereby waive any right to jury trial with respect to any action brought in connection with these General and Specific Terms. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Disputes will be submitted to final and binding arbitration under the rules of the arbitration association in your country. Any failure by Provider to exercise or invoke certain rights or stipulations laid down in these General and Specific Terms in no way constitutes a waiver or renunciation of those rights or stipulations. In the event any provision of these General and Specific Terms is determined to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein. The failure by us to exercise rights granted to us hereunder upon the occurrence of any violations set forth in this Agreement shall not constitute a waiver of such rights upon the recurrence of such violation. The section headings appearing in these General and Specific Terms are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

The Services are provided by: see the Specific Terms and Conditions for your country.