

# **TERMS OF USE**

## **WEB**

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.**

By downloading and/or using the Content or Services provided by 8elements you confirm that you have read and understood and agree with the full terms and conditions.

These terms and conditions complement the Terms of Use displayed on our WAP sites and govern the downloading and use by all users of the content offered by 8 Elements Ltd or any of its subsidiaries via an 8elements or otherwise branded or powered portal that you have accessed ("Site"). You will need to initiate a WAP session in order to browse and select and download Content or to enjoy our Services. Your mobile service provider may charge you for such access and you are responsible for all such charges. Please refer to your service provider's terms and conditions for further details.

In this Agreement "Content" shall mean any 8elements content offered for download on the Site and "Service" shall mean any Content-related Services offered.

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### **1. Intellectual Property Rights**

8elements grants you a non-exclusive, non-transferable, revocable, limited license (subject and conditional upon your continued compliance with this Agreement) to download the Content, and use the Content solely on the mobile handset ("Device") to which it is initially downloaded. You are allowed to use the Content for your own personal use only and not for any commercial purposes. All content and all intellectual property (including but not limited to trademarks and tradenames) and other third party rights in the Content are owned by 8elements and/or its licensors.

### **2. Price and Payment**

The charges for any Content downloaded or accessed and any Services used are displayed on the Site. The relevant charges will be deducted from your available credit if you are a pre-paid customer or should appear on your next invoice from your service provider if you are a contract customer. Other payment options may be offered to you on the Site and used by you to purchase the Content or Services.

The relevant charges for the Content and Services may include VAT or any other applicable sales tax. Please note that you must ask permission from the bill payer before downloading the Content or using the Service. You must notify 8elements of any faults in the downloaded Content and accessed Service within a reasonable time of completing the download. 8elements shall, in its sole discretion, either replace or refund the purchase price for any Content downloaded that contains faults directly attributable to us and not attributable to you or the Device.

### **3. Support**

If you experience problems ordering and/or downloading the Content or Service, you should contact support@8elements.net and tell us your mobile phone number, device model, error message as well as day/time of your attempt to access the service/download the content.

### **4. Restrictions**

To the maximum extent permitted by law, you agree not to, and not to attempt to, copy, modify, forward, distribute, reformat, display, transmit, perform, publish, transfer, reverse engineer or decompile, sell, assign, license, exploit transfer or otherwise make available the Content or any part thereof, or any rights in the same. You are responsible for any misuse of the Content on your Device.

Your ability to download or access the Content may be restricted or impaired when on a roaming network abroad, and in some instances the call waiting feature on your Device may be affected by downloading the Content. There are limits on the volume of the Contents that can be stored on

your Device at any time. For further information please refer to the manufacturer of your Device. Differences in handset features mean that not all handsets are compatible with all Content. You are advised to check your particular Device's compatibility before downloading or accessing the Content.

The downloading and accessibility of Content is subject to availability and may be affected by the volume of users from time to time or by congestion on the telecommunications network of your service provider. Your standard network terms and conditions continue to apply in parallel with the terms and conditions of this Agreement.

Screenshots displayed on the Site may not be representative for each device to which the Content may be downloaded.

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Your right to withdraw from this Agreement expires when you initiate downloading of the Content and/or using the Service.

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### **7. Limitations of Liability**

In no event shall 8elements or its licensors be liable for any losses or damages arising out of or in connection with your use of the Content or your access to the Site. 8elements aggregate liability is limited to the full amount of the content price and/or fees for the Service only.

### **8. General Rules**

8elements may vary the terms and conditions of this Agreement or withdraw any or all of the Content without notice from time to time. Any alteration or addition to this Agreement shall take effect immediately once posted on the Site. You are responsible for checking the Site for any such amendments. 8elements reserves the right to change the charges for each download or service of the Content from time to time. Any alteration or addition to the charges shall take effect immediately once posted on the Site.

If any of the terms and conditions in this Agreement are determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement. Breach of these terms by you will entitle 8elements to terminate your use of the Content.

### **9. Messages and Communication**

By downloading content from our Sites or subscribing to our Services you agree to receive information and marketing messages from 8elements.

### **10. Provider**

8elements respects and protects your privacy. We provide access to our Site via your mobile network service provider and do not use any cookies.

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