



## Terms and Conditions

### 1. Introduction

These Terms and Conditions are applicable on all Services rendered and Products supplied by or on behalf of the Provider. Apart from these Terms and Conditions, publicized rules, promotional conditions, guidelines and provisions pertaining to the Services and Products may apply to You upon use of certain Services of the Operator. All those provisions will be considered to form an inextricable part of these Terms and Conditions. By making Use of the Services of the Provider and the services of the Operator, You agree to these Terms and Conditions and other applicable provisions.

### 2. Definitions

The following definitions, either used in singular or plural form, have the following meaning:

1. The Provider: Guerilla Mobile Asia Pacific Pte Ltd, a company with limited liability;
2. User or You: the individual person (either or not acting on behalf of a company), who makes use of the Services;
3. Services: the services, amongst which a Quiz or a informational message, either or not in the form of a subscription service, rendered and to be rendered by the Provider via SMS and its Website, amongst which all new facilities that constitute any expansion, extension or improvement of the Services, including any extension to new functions added by the Operator;
4. Du users: You will receive a PIN code which we send you via a text message. If You enter that PIN code on our webpage, You enter our subscription service. The service consists of 2 messages per week which are delivered by text messages. Each message is billed at AED 5.  
  
Etisalat users: If You send a SMS with a keyword (e.g. FUN, LOVE) to our shortcode 2300 You enter our mobile content service. You will receive a link to access Your content download portal which will expire after 30 days since You participate in the service. There is no recurring payment and the service is a non-subscription service.
5. Products: the products, supplied and to be supplied by the Provider either or not in connection with the Services;
6. Website: the website(s) of the Provider, in connection with the Services and/or the Products;
7. Advertising: advertisements published and commercials broadcasted by or on behalf of the Provider for the Services and/or Products;
8. Costs: the Costs, due by the User for the Services and/or the Products;
9. Confidential Information: all information relating to the Provider's Services and Products, its customers, operations, processes, plans, product information, know-how, trade secrets and business affairs obtained by You, in anyway whatsoever;
10. Intellectual Property Rights: any and all intellectual property rights, such as, but not limited to, copyrights, trademark rights, trade name rights, patent rights, design rights, whether registered or not, database rights, trade secrets, and any and all renewals and extensions thereof;
11. Operator: the company that provides the telecommunication network;
12. Terms and Conditions: these terms and conditions;

### 3. Minimum age

In order to make use of the Services, such as receiving mobile applications or love tests, You must be at least 18 years of age or, in the event the required minimum age is Younger than 16, the required minimum age of the country where You make use of the Services.

### 4. Own risk and compliance

The use of the Services is at Your own risk. You shall comply with all national and international applicable regulations. Furthermore You shall comply with the instructions, given by the Provider or the Operator.

### 5. Term and termination

The provision of the Services starts immediately after the Provider has received a message from You, applying for the Services and last until You request to stop the provision of the Services, by sending a cancellation message or an e-mail in which You request for cancellation or by calling the helpline. The Services will be cancelled within 24 hours on business days, otherwise on Monday after the weekend or the first business day after a national holiday.

### 6. Costs

1. For the Services and Products, You are due the Costs as mentioned in the Advertisements for the specific Services and Products and on the Websites for the specific Services and Products. For Du users, the cost of receiving a message from our subscription service is AED 5, with a maximum 2 messages per week. For Etisalat users, a one-time cost of AED 20 will be charged upon confirming Your participation on the service.
2. After You have applied for the Services via SMS / webpage, the Provider will send You a free information message, in which message the following information will be provided:
  - the information about the Services;
  - the Costs of the Services; and
  - an explanation how the cancel the Services;
3. Except for the obligations, as set forth in these Terms and Conditions and other applicable agreements and regulations, You have no obligations, such as the obligation to purchase goods.

### 7. Liability

1. By making use of the Services with Your mobile phone, You are liable for the Costs due, even if it is not You who made use of Your mobile phone.
2. Services are rendered and the Products are supplied as is. The Provider does not give any guarantee as to the Services and Products. For questions and complaints as to the Products, You must approach the manufacturer.
3. The Provider is not liable for any indirect or consequential loss (including any loss of profits, revenue, anticipated savings, goodwill, data, contracts or any loss or damage suffered as a result of any claims brought by a third party) which may arise out or in connection with the use of the Services or the Products. Furthermore, the Provider is not liable for any typing, printing or transmission errors.
4. Without limitation to any other provision in these Terms and Conditions, the maximum aggregate liability of the Provider under or in connection with the Services and the Products (whether in contract, tort or howsoever arising) shall never exceed the Costs paid by You to the Provider in the 30 days prior to the cause of the action arising.
5. In the event and to the extent the aforementioned exclusion and/or limitation of liability is not permitted by the applicable laws, the liability of the Provider will be limited to the extent permitted by law.
6. Each provision in these Terms and Conditions limiting or excluding liability, operates separately and shall survive independently of the other provisions.

### 8. Indemnification

You indemnify and hold the Provider, its contracting partners, licensors, licensees and employees, harmless from any loss, liability, claim or demand, including attorney fees, initiated or made by third parties in connection with the Services, the Products and/or the breach by You of Your representations and warranties set forth in these Terms and Conditions or other agreements, entered into between You and the Provider.

### 9. Change and termination of the Services

The Provider can, at its sole discretion, decide to change the content of the Services. Furthermore, the Provider may terminate the provision of the Services and the supply of the Products, in the event the Provider is of the opinion that You do not act in accordance with the Terms and Conditions, any other agreement, entered into between You and the Provider, applicable laws and regulations or in the event the Provider is of the opinion that You act in such manner that the Provider might suffer damage.

### 10. Statutory withdrawal

In the event You make use of the right to withdraw within a certain prescribed period of time after You applied for the Services, this right will be lapsed as of the moment You make use of the Services and Costs are due.

### 11. Notices

Notices by the Provider will be posted on the Website. We therefore ask You to look on a regular basis on the Website of the Provider.

### 12. Intellectual Property Rights

You acknowledge the Intellectual Property Rights of the Provider, its contracting partners and licensors and You shall not use, without the prior written consents, (parts of) these Intellectual Property Rights.

### 13. Privacy Policy

The Provider respects Your privacy. We see to it that Your personal information is always handled with care. Any data collected will be controlled by the Provider. Also the Provider reserves the right to send free of charge marketing messages or third party promotions purposes to customers who become subscribers.

### 14. Changes Terms and Conditions

These Terms and Conditions and all other agreements, entered into between You and the Provider, may be amended from time to time by the Provider. The applicability of amendments as to the Services and the Products, have effect as of the moment such amendments are posted by the Provider on its Website. We therefore advise You to look on a regular basis on the Website of the Provider.

### 15. Confidential Information

You shall keep secret and treat as confidential at any time all Confidential Information of the Provider, its contracting partners and licensors.

### 16. Change, Suspension and cancellation

From time to time, the Provider may suspend the Services for (amongst others) maintenance and upgrades, In the event of (the threat of) abuse and failures, the Provider may, at its own discretion, suspend or cancel the Services. Of such suspension or cancellation, the Provider will inform You via its Website.

### 17. Applicable law and regulations

The Terms and Conditions and possible other agreements, entered into between You and the Provider, shall be subject exclusively to the United Arab Emirates law and organized in accordance with the Code of Practice in the United Arab Emirates and other applicable regulations.