



SPECIFIC TERMS AND CONDITIONS SOUTH AFRICA 1 OCTOBER 2013

The following Specific Terms and Conditions (hereinafter referred to as "Specific Terms") and the [General Terms and Conditions](#) (hereinafter referred to as "General Terms"), hereinafter together referred to as "General and Specific Terms", constitute a legal agreement and are applicable to the content and Services supplied via Short Messaging Service (hereafter referred to as "SMS service") as well as to the services supplied via the internet, this website or a wapsite ("the Sites") and/or via other means of mobile content delivery by Zimiq GmbH or its affiliates (hereafter referred to as "Provider", "we", "us", "our"), unless otherwise agreed in writing. PLEASE SEE THE [GENERAL TERMS AND CONDITIONS](#) THAT ALSO APPLY HERE. Both uses of the SMS service and of the internet (including the use of the Sites) are collectively referred to as the "Service" or "Services".

1. COUNTRY

The Services are supplied in South Africa.

2. PROVIDER

The Services are offered to you by Zimiq GmbH, Grünstraße 8 40212 Düsseldorf Business registration number: HRB 63787. VAT number: DE273 110 961

3. ELIGIBILITY

Users of the Services must be legal South African residents who (1) have reached the age of 18 years and are authorized account holders and/or have the consent of (one of the) parents and/or the account holder to sign-up for and use the Service on their behalf and (2) agree on behalf of this parent and/or account holder and himself to be bound by these General and Specific Terms. When you sign-up for and/or use the Service you acknowledge and confirm that you have read and accepted the General and Specific Terms and that you comply with the terms that apply in your situation, as specified above.

4. SUBSCRIPTIONS, FEES & CREDITS

Applicable fees will be communicated to you through our Services and Sites. You will be billed 7 times messages per week. The billing is R6. You will be charged in total R42 per week, until you cancel the Services.

By subscribing to the Services, you will get access to a high quality mobile content portal with content ranging from security tips, movie trailers, gossips, ringtones, wallpapers, video, jokes, horoscopes, fun tests and more. After subscribing to the Services, you will receive a URL which redirects you to the high quality mobile content portal. The content of this portal is constantly updated.

Charges for the SMS service will be billed through your mobile phone bill. Separate wireless provider text message/WAP/GPRS/UMTS fees or download charges may apply. If you cancel the Service, you will automatically stop receiving charges from our Services. Provider will not refund any of your fees paid to date, except as expressly provided in this agreement.

5. SHORT CODES, KEYWORDS AND URL OF THE SITES

The short codes, keywords and URL (Uniform Resource Locator) we use for our Services and on the Sites will be communicated to you through our Services and Sites.

6. CUSTOMER CARE AND COPYRIGHT AGENT

We offer you information on the Sites, and/or via the SMS service. In addition, if you need more information or have specific questions, an e-mail can be send to our Customer Care Center through the mail address info.za@cellfun.mobi, as communicated to you on the Sites and/or through our Services. Also, the telephone number 27212048652 can be called.

To cancel the Service, you can send a text message containing the word STOP and send it through to 44193. You will be unsubscribed with immediate effect.

7. WASPA

Zimiq GmbH is a member of WASPA and is bound by the WASPA Code of Conduct. Customers have the right to approach WASPA to lodge a complaint in accordance with the WASPA complaints procedure. Zimiq GmbH may be required to share information relating to a service or a customer with WASPA for the purpose of resolving a complaint. WASPA web site: www.waspa.org.za