

GENERAL TERMS AND CONDITIONS Momo-plays Service

1. Service Provider

Momo-plays Service is a streaming service from Cructiq AG, Baarerstrasse 78 6300 Zug, Switzerland, Phone: +442039121235, e-mail: info.uk@momo-plays.com ("Provider"). The Provider offers its streaming content for all digital end-user devices via its content portal available at: <https://momo-plays.com/welcome/> ("Service"). The offer of the connection, as well as use of the Service, are subject to these General Terms and Conditions ("GTC").

2. Contract Establishment

- 2.1. The Service is offered in the form of a subscription. The registration for the Service takes place by providing the requested data, particularly an e-mail address. Billing takes place by an appropriate means of payment (such as a credit card). The conclusion of the subscription is therefore dependent on providing complete and correct information as required for this. To use the Service, the user must be at least 18 years of age, or the age of majority in your province, territory or country. Minors may only use the Service under the supervision of an adult.
- 2.2. During the registration, in addition to an e-mail address, a self-selected password is to be provided and confirmed.
- 2.3. To use the Service, the user declares that he agrees with the Provider's privacy policy and the General Terms and Conditions (" GTC"). By clicking on the "Next" button the user declares that he taken notice of the privacy policy and the GTC. Then comes the prompt to provide payment data; as for credit card data this means the card number, the expiration date and the security code (CVC). As soon as the user confirms the payment data and applicability of the GTC's by clicking the "Next" button, the data will be processed and verified by the provider. The user must note that the terms and conditions of the respective store shall apply as well as these GTCs and the policies referred to within them.
- 2.4. After registration information is successfully submitted the Provider shall contact the user to inform them that it has accepted the user's offer to subscribe. The Provider will also notify the user about all the essential information for his Momo-plays membership. Among other things, this includes access to the Momo-plays portal, subscription fees, and the subscription period, as well as contact data for customer service. Moreover, the user will be notified how he can still terminate his subscription without cost during the testing phase. After that the user may immediately use the Service.
- 2.5. Upon a successful subscription, the user receives an e-mail with the GTC's as well as the information about the Right of Withdrawal and the Privacy Policy.
- 2.6. The user can simultaneously use his registration data to access the Service and/or streaming content respectively on unlimited end-user devices simultaneously (for example: computer, mobile phone, smart phones).
- 2.7. If the Provider cannot accept the user's order the Provider will inform the user of this and the user will not be charged.

In all cases the Provider uses a third party payment processor to handle payments.

3. Provider's Services

- 3.1. Unless otherwise stated in the Provider's particular offer, the Provider's obligation to provide services within the scope of the validly completed contract during the term of the subscription consists of providing the Service and/or the streaming content contained herein via the content portal: <https://momo-plays.com/welcome>
- 3.2. Due to licensing requirements, it may be that the user cannot or cannot fully use the streaming content outside the country in which the contract was concluded.
- 3.3. We hereby point out that the use of streaming content is subject to the availability of third-party services (for example: the user's internet provider); see also article 5.6 and 8.7. This may result in additional costs for the end user. Moreover, the internet connection speed of a specific internet connection may influence streaming quality.
- 3.4. The Provider reserves the right to cease providing the streaming content temporarily or partially if the user does not fulfil his payment obligations or if there is an infringement of these terms of use. The Provider is only obligated to provide the content under reservation again when the outstanding subscription fees are settled and/or the contractual breach and its consequences are resolved.

3.5. The Provider has the right to make any changes or improvements to the Service as it deems necessary, provided that such changes do not materially affect the quality or substantially change the features of the Service. In addition, the Provider has the right to temporarily remove access to the Service, without prior notice or compensation, where necessary to carry out maintenance or ensure continuity of Service. The user acknowledges that the Provider cannot be held liable and thus waives any right to compensation and/or action against the Provider in that respect. Notice of temporary interruptions in the Service will be given at least 24 (twenty-four) hours before they occur, unless they are urgent or beyond the Provider's control. The Provider is also entitled to shut the Service down permanently with no compensation payable. Notice of the permanent shutdown of the Service will be given at least 1 (one) month before it occurs. The user will no longer be liable for any payment from the date of the Service shutdown.

4. Subscriptions

- 4.1. Ordering a subscription takes place as described in article 2. If the end of the term is expressly specified for a subscription and no automatic extension is scheduled, then the subscription ends at the end of the specified term. In all other cases, the subscription is extended after expiration of the first subscription period for a period of the same duration if the user has not previously cancelled. If such a subscription extension is for a new subscription period, then the subscription fee is to be paid at the beginning of that subscription period.
- 4.2. Termination of a subscription is possible at any time at the end of the subscription period in question.
- 4.3. To continue offering its users the desired subscription even in the event of rising costs for production or licensing, for example, the Provider reserves the right to change the content or price. In individual cases it may even suspend the subscription. The user will be informed separately by the Provider about these cases and, if necessary, referred to his rights of exceptional termination. Subscriptions with a currently ongoing or already paid subscription period are not affected by this.
- 4.4. Moreover, the Provider reserves the right to change or substitute the streaming content of a subscription in the future.
- 4.5. The Provider reserves the right to cancel the Service without notice where the user improperly makes use of streaming content and/or, within the scope of usage, culpably breaches fundamental obligations of the contract.

5. User's Rights and Obligations

- 5.1. In individual cases providing specific data (for example: age) may be required for using streaming content. The streaming content can only then be used by the user after the data have been entered in accordance with the instructions provided.
- 5.3. If, upon conclusion of the contract, the Provider captures data from the user, then the user is to provide this data truthfully. Future alterations with respect to these data are to be immediately communicated to the provider on the user's own initiative.
- 5.4. During the period of a valid subscription, the Provider grants the user a limited, non-exclusive, non- transferrable right to access the offered and ordered streaming content exclusively for personal and non-commercial use in the specifically offered manner. Except for the foregoing, no right, title or interest shall be transferred to you. It is not permissible to use streaming data in some other unintended way, or, above all, to alter it textually or editorially or to use altered versions of it, to copy it for or sell it to third parties, to make it publicly available and/or relay it, install it on the internet or on other networks either for payment or not, to save it permanently apart from the streaming, to copy it, resell it or use it for commercial purposes.
- 5.5. The streaming content offered by the Provider is legally protected by copyrights, trademarks and, where appropriate, other Intellectual Property rights. The user is therefore only entitled to use streaming content for his own personal and non-commercial purposes within the scope of the permitted use. The user is expressly prohibited from transferring or rerouting streaming content or his access data to the Momo-plays portal to third parties.
- 5.6. To use the Service, existing internet access with sufficient bandwidth (for video streaming: at least 3 Mbit/s) is required. The user bears the charges accruing for internet access for retrieving streaming content and transmission (notably roaming fees when using it abroad). An internet browser (for example: Google Chrome, Firefox, Internet Explorer, Safari) is, moreover, required to use the Service. The Provider strongly recommends that its users always keep their browser software up to date and to immediately install the updates that are offered for it. It may happen that the Service is no longer useable with older versions of software; in case of doubt, customer Service will help.
- 5.7. The use of the Service is authorised for personal and private use only and any other use, particularly in public premises and for any business use, is strictly forbidden.
- 5.8. The user may view the content primarily within the country in which the user has established the user account and only in geographic locations where the Provider offers the Service and has licenced such content. The content that may be available to watch will vary by geographic location and will change from time to time.
- 5.9. The user shall not archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorised in the GTC) content and information contained on or obtained from the Service.
- 5.10. The user is strictly prohibited from circumventing, removing, altering, deactivating, degrading or thwarting any of the content protections in the Service: using any robot, spider, scraper or other automated means to access the Service; decompiling, reverse engineer or disassembling any software or other products or processes accessible through the Service; inserting any code or product or manipulating the content of the Service in any way; or use any data mining, data gathering or extraction method.
- 5.11. The user shall be responsible for updating and maintain the accuracy of the information you provide to the Provider relating to the user's account. The Provider reserves the right to terminate the user's account or place the user's account on hold for any fraudulent or suspicious activities.

6. Protection of personal data

To use the Service the user must accept the terms of the [Privacy Policy](#).

7. Payment for Streaming Content

- 7.1. The costs of the Service are £19.99 GBP for 28 days. Unless indicated otherwise the costs pertain to the duration of a subscription period.
- 7.2. Subscription billing occurs via the appropriate means of payment as indicated by the user (cf. article 2.1).

8. Warranty / Availability of Service

- 8.1. Since services by third parties (for example: internet providers), over which the provider has no influence, are necessary to receive streaming content, the Provider cannot assume any guarantee for the Service's uninterrupted availability.
- 8.2. To the extent the user is not using his browser in the manufacturer's current version (cf. article 5.6) it is possible that the streaming content cannot be accessed.
- 8.3. Certain end-user devices may be incompatible with the Service. Due to configuration deviations the Provider cannot, nevertheless, guarantee that compatibility with the end-user devices that are listed is available in every individual case.
- 8.4. Descriptions of the Service's operating principles as well as information about the extent of its functionality are merely of a descriptive nature and do not represent guarantees insofar as they are not expressly and in writing designated as such.
- 8.5. In order to offer the best service possible, Service updates may be required that may momentarily, either wholly or in part, interfere with the accessibility of the Service. The user accepts interferences attributable to this to a relative and reasonable extent.
- 8.6. The Provider does not operate its own telecommunication network. For this reason, activities of third parties (for example: the user's telecom provider) are required to utilize the Service (cf. item 5.6). If technical difficulties were to occur with these third parties, then transmission failures or a temporary discontinuation of the Service or parts thereof might occur. The Provider has no influence over this. The Provider expressly points out that, technically, he can neither guarantee receipt of the user's calls nor the user's receipt of streaming content.
- 8.7. The Provider is not responsible for damages or other breakdowns that are based on the incompatibility of services with the user's software or hardware unless the compatibility is expressly indicated on the part of the Provider.

9. Intellectual Property

- 9.1. The general structure of the Provider's website, mobile application, the Service and all elements comprising it (such as but not limited to the logos, domain names, tracks or videos, and their associated elements such as the photos, images, texts and biography of the authors, artists and/or any legal beneficiary on the tracks or videos, as well as the visuals on the packaging) are the exclusive property of the Provider and/or its licensors. These elements are protected by intellectual property law and other laws, and particularly copyright.
- 9.2. The user may only use these elements for the purpose of using the Service, in accordance with these Terms. Any representation of all or part of the Provider's website, the mobile application, the Service and/or the elements composing them (as described above), by any means, without the express consent of the Provider, is strictly forbidden.
- 9.3. Any use of "framing" techniques (whereby it is possible to divide browser windows into separate frames in order to display the content of an external website) or "in-line linking" (programming to make one element extracted from another site disappear into a web page, which saves storage space on the hard drive on which the site is hosted and makes it possible to hide the initial content of which the element is part from an uninformed user) is strictly prohibited.
- 9.4. Any unfair use of a user account, by any automated processes such as robots and scripts or any other means, is strictly prohibited.
- 9.5. The content on the Service comprises of digital files protected by national and international copyright and related rights. They may only therefore be listened to within a private or family setting.
- 9.6. Any use for a non-private purpose will render the user liable to civil and/or criminal proceedings. Any other use of the content on the Service is strictly forbidden and more particularly any download or attempt to download, any transfer or attempt to transfer whether permanently or temporarily onto the hard drive of a computer or any other device, any ripping or burning or attempt to rip or burn any file or files onto a CD or any other medium is expressly forbidden.
- 9.7. Any resale, exchange or renting of these files is strictly prohibited.

10. Liability

- 10.1. The Provider has unlimited liability owing to gross negligence, or in the event of damage to life, limb, or a person's health, as well as damages per the product liability act. Besides, the Provider is liable in the event of a breach of contractual performance of an essential obligation (a so-called "cardinal obligation") on the part of the Provider, its employees, representatives, or subcontractors. In this case, the Provider's liability for damages is limited to immediate and foreseeable damages. Compensation for collateral or atypical consequential damages does not occur.
- 10.2. In the event of the user's culpable violation of these GTC's --- specifically the violations covered in clauses 5.3 and 5.4 --- the user is obligated to compensate the Provider for all damages that were caused by this breach. The user is obligated to indemnify the Provider from all claims by third parties which were caused by his culpable behaviour and to compensate the Provider for all damages arising therefrom.
- 10.3. The Provider disclaims all liability for any malfunction in access to the Services, the speed at which any aspect of the Service can be read, the listening speed of any tracks, the temporary or permanent inaccessibility of the Service, and the fraudulent use by third parties of the information provided by or in connection with the Service. It is the user's duty to protect his/her equipment against any form of intrusion and/or virus contamination, for which the Provider can never be held liable. The Provider can never be held liable for any malfunction of or damage caused to the user's equipment.
- 10.4. More broadly, the Provider disclaims any liability if a breach of any obligation results from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light or air conditioning and more broadly any unstoppable and unforeseen event which prevents orders being carried out successfully.
- 10.5. The Provider disclaims all liability should it transpire that the Service is incompatible with certain equipment and/or features of the user's equipment.
- 10.6. Finally, the user is solely liable for his/her use of the Service and cannot hold the Provider liable for any claim and/or proceedings against him/her in this regard. The user shall be responsible for any claim, complaint or objection and more broadly any proceedings brought against the Provider by a third party in relation to the user's use of the Service.

11. Cancellation

The user has a right of withdrawal for the Service.

Cancellation Policy

Right of Withdrawal

You have the right to cancel this agreement within fourteen days without providing reasons.

The cancellation period amounts to fourteen days from the day of concluding the contract (the "cooling off period") however does not apply with regards to digital content (see further below).

To exercise your cancellation right you must inform us, (Cructiq AG, Baarerstrasse 78 6300 Zug, Switzerland; Phone: +442039121235; E-mail: info.uk@momo-plays.com), with a definite declaration (for example: a letter sent by mail, a fax or an e-mail) of your decision to cancel this contract. For this you can use the appended sample cancellation form which is, however, not prescribed.

To meet the cancellation deadline, send the notification exercising your right to cancel before the cancellation period expires.

Sample Cancellation Form

(If you want to cancel this contract, then please fill out this form and send it back.)

To: Cructiq AG, Baarerstrasse 78 6300 Zug, Switzerland, Phone: +442039121235. E-mail-Address: info.uk@momo-plays.com.

We/I hereby (*) cancel the contract concluded by me / us (*) for the purchase of the following goods (*)/provision of the following service (*)

Ordered on (*)/received on (*)

Name of the user(s)

Address of the user(s)

Email address of the user(s)

Signature of the user(s) (only if notifying by paper)

Date

(*) Cross out what does not apply

Consequences of Cancellation

If you cancel this contract within the cooling off period then we must repay you for all payments that we have received from you, including delivery costs (except for any additional costs if you selected a method of delivery other than the economical standard delivery we offered), immediately and/or at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment, we are using the same method of payment that you used for the original transaction, unless something else was agreed upon with you; in no case will you be charged fees due to this refund.

Exception to the right of cancellation: You cannot cancel an order for digital content if delivery has already begun with your express consent and approval; in which case you forfeit your right to cancellation. In the case of the supply of digital content, the user expressly recognises and accepts that the supply of the Service starts at the time the user's subscription is confirmed and acknowledges that consequently the user loses his/her right to withdraw from the subscription. Accordingly, no request for withdrawal, cancellation or refund will be accepted once the subscription is confirmed. In all other cases cancellation will be effective at the end of the current subscription period, if made at least 48 (forty-eight) hours before the end of the period.

- End of the Cancellation Policy -

12. Final Provisions

- 12.1. Ancillary agreements, changes and amendments of contract contents by the Provider will be in writing (e-mail suffices). This also applies if the requirement to be in writing is waived.
- 12.2. These terms of use, their subject matter and their formation, are governed by English law. The Parties agree that the courts of England and Wales will have exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 12.5. If the user is a merchant, a legal person subject to public jurisdiction or a legal special public fund, the legal venue for all disputes arising from the contractual relationship between the user and the Provider is the Provider's headquarters.
- 12.6. The place of fulfillment is the Provider's headquarters.
- 12.7. Solely these General Terms and Conditions (GTC's) are valid. Divergent, contradictory, or additional GTC's will only then and in that respect be an integral part of the contract if the Provider has expressly agreed to their legitimacy in writing.
- 12.8. Should any of the clauses of the GTCs be declared void or voidable for any reason, the other clauses will still apply without any modification.
- 12.9. The Provider may transfer its rights and obligations under these GTCs to another organisation. The user may only transfer their rights or obligations under these GTCs to another person if the Provider agrees to this in writing.
- 12.10. This contract is between the Provider and the user. No other person shall have any rights to enforce any of its terms.