



## Terms of Service

Last Update: March 26, 2015

The PayPal BUY WITH MOBILE service (“Service”) is provided by PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349) (“BUY WITH MOBILE”, BUY WITH MOBILE “we,” or “us”).

BUY WITH MOBILE allows participating third party sellers (“Merchants”) to receive payment from you for the purchase of products and services (“Goods”) from a mobile phone with text messaging capabilities by adding the charge to your mobile carrier phone bill (“Mobile Carrier Purchases”).

## Your Consent and Acknowledgment

Prior to making a purchase using our Service, you acknowledge that:

- You agree with and accept these Terms of Service as amended by us from time to time by posting to the BUY WITH MOBILE website(s) or otherwise;
- You represent and warrant that you own and/or are authorised to use the mobile phone number provided by you and used to initiate any transaction;
- You have verified the type of Good you wish to purchase from the Merchant;
- You authorise and direct your mobile carrier to bill you for the cost of the Goods and any related charges;
- Any transactions initiated by you through the Service are non-cancellable and cannot be refunded;
- BUY WITH MOBILE is not liable to you or any third party for any unauthorised use or access of your mobile phone;
- Certain features of the Service may include advertisements and that such advertisements are a necessary part of the Service;
- You are not obliged to use the Service;
- Goods purchased using the Service are provided by Merchants and not by BUY WITH MOBILE, and that BUY WITH MOBILE shall have no liability to you whatsoever regarding Goods or their delivery;
- For the avoidance of doubt, the provisions of the Payment Services Directive (PSD, 2007/64/EC) shall not apply to your use of the Service.

## Fees

BUY WITH MOBILE will not charge you a fee to use the Service. All you pay for is the Goods at the price indicated by the Merchant.

BUY WITH MOBILE acts solely as a payment provider to the Merchant in sending your payment authorisations and directions to mobile carriers. Accordingly, your purchases may be subject to additional charges imposed by your mobile carrier. You are solely responsible for those charges and finding out what they are.



We also remind you that the Goods that you are about to purchase are subject to the Merchant's applicable terms and conditions.

## Requirements to Use the Service

In order to use the Service you must:

- Have a mobile phone with text messaging capabilities and be authorised by your mobile carrier to use premium text messaging services;
- A plan or prepaid contract with your mobile carrier that enables you to send and receive premium text messages for Mobile Carrier Purchases;
- Have a mobile carrier which is part of BUY WITH MOBILE's network of participating mobile operators;
- Be at least 13 years old. If you are 13 or older but under the age of 18, you must review these Terms of Service with your parent or guardian and have their approval.

## Privacy

Protecting your privacy is very important to us. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Information.

## Complaints and Support

If you have a complaint about BUY WITH MOBILE, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Complaints regarding our Services may be reported to Customer Service online via the email address or by calling the Customer service phone number. Customer service information are available at the bottom of the BUY WITH MOBILE page displayed when you use our service. For information regarding our services you can reach us through the "[Contact us](#)" link on our [PayPal Digital Goods website](#). If you are resident in the United Kingdom and remain dissatisfied, you may choose to escalate your complaint by contacting PhonepayPlus. You may obtain further information from [www.phonepayplus.org.uk](http://www.phonepayplus.org.uk) or by calling PhonepayPlus on 0800 500 212.

## Limitation of Liability

To the maximum extent permitted by law, in no event shall BUY WITH MOBILE, its affiliated companies, its suppliers, or their respective officers, directors, employees, agents, successors or assigns be liable for any special, incidental, indirect, punitive, or consequential damages whatsoever (including, but not limited to, damages for: loss of profits, loss of information, personal injury, negligence, and any other pecuniary or other



loss whatsoever arising out of or in any way related to the use of or inability to use the Service even if such party has been advised of the possibility of such damages. In no event shall BUY WITH MOBILE be liable to you for any amount over ten euros (€10.00).

## Acceptable Use

You will at all times adhere to all applicable laws, rules, and regulations applicable to your use of the Service. Without limiting the foregoing, you may not act as a payment intermediary, aggregator or service bureau or otherwise resell the Service on behalf of any third party, including without limitation the handling, processing, and transmission of funds for any third party. We may refuse to provide and have the right to disable the Service to you or any other user at any time for any reason or no reason whatsoever, including, without limitation, if we suspect fraud, illegal, unauthorised or improper conduct or if your use of the Service results in excessive requests for refunds or chargebacks.

## Release of BUY WITH MOBILE

If you have a dispute with your mobile carrier or one or more Merchant, you hereby release BUY WITH MOBILE, its affiliates, and their respective officers, directors, employees, agents, successors and assigns from any and all claims, demands, liabilities, losses and damages of every kind and nature arising out of or in any way connected with such disputes.

## No Warranty

Our website(s) and the Service are provided on an 'as is' basis. To the fullest extent permitted by applicable laws. We make no representations or warranties of any kind, express or implied, regarding our website(s), the Service, or any application or documentation, including without limitation: (i) any implied warranties of fitness for a particular purpose, title or non-infringement; (ii) that our website(s), the Service, or any application or documentation will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, operate without error, or will contain any particular features or functionality. Except as otherwise required by applicable laws, we may terminate your use of the Service and expand, reduce or suspend the type and or euro amount of transactions allowed using the Service, change the enrolment process and transaction limits associated with it from time to time based on security issues and other factors at any time in our sole discretion without prior notice.



## Intellectual Property

“BUY WITH MOBILE” and the BUY WITH MOBILE logo are registered trademarks protected by law. All other names of companies and products mentioned may be trademarks of their respective owners. You may not copy, display or use any of these marks without prior written permission of the mark owner.

## General

If any part of these Terms of Service is for any reason found to be invalid, illegal or unenforceable, all other parts nevertheless remain valid, legal and enforceable. In lieu of the unenforceable provision, the parties agree that the court should attempt effect as much as possible the economic, legal and business objectives as were intended by the unenforceable provision.

These Terms of Service set forth the entire understanding and complete and exclusive statement of the agreement between BUY WITH MOBILE and you with respect to the subject matter and they supersede any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of these Terms of Service.

These Terms of Service and the relationship between us shall be governed by English law. For complaints that cannot be resolved otherwise, you submit to the non-exclusive jurisdiction of the English courts arising out of or relating to these Terms of Service or the provision of the Service without prejudice to your right to also initiate a proceeding against BUY WITH MOBILE in that context before the competent courts of and in Luxembourg.