

SPECIFIC TERMS AND CONDITIONS UNITED KINGDOM – July 1 2022

These Specific Terms and Conditions and the [General Terms and Conditions](#) (referred to jointly as the 'General and Specific Terms and Conditions'), as well as the [copyright policy](#) and the [privacy policy](#), apply to all agreements between us, as the [Provider](#) ('**the Provider**', 'we', 'us' or 'our' – see our details below) and you, as '**the Buyer**' of the Services that we supply.

'**Services**' refers to the supply of Mobile Content, i.e. content intended for use on mobile telephones (such as applications, wallpapers, games, fun sounds and real tones) via the Short Messaging Service (hereinafter referred to as 'SMS'), via the (mobile) internet, this website or a wapsite ('**the Sites**') and/or via any other method of delivery of mobile content, unless otherwise agreed in writing.

The General and Specific Terms and Conditions, as well as the copyright policy and the privacy policy, also apply to the use of the Sites.

USING THE Sites and/or REGISTERING FOR (ONE OF) THE SERVICES and/or ACCEPTING the Mobile Content and/or (ONE OF) THE services CONSTITUTES ACCEPTANCE OF the General and Specific Terms and Conditions, as WELL AS the copyright policy and the privacy policy, and YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE READ THESE AND ARE BOUND BY THEM.

The Provider has the right at all times to vary or supplement the General and Specific Terms and Conditions. Any material changes (such as changes to our fees or the nature of the Services) will be notified to you via a free text message. All other changes will either be posted on the app or on the website, as appropriate.

1. COUNTRY

The Services are provided in the United Kingdom for the sole use of UK residents.

2. PROVIDER

The Services are provided to you by:

Zimiq GmbH
Grünstraße 8, 40212 Düsseldorf, Germany

Business Registration number: HRB 63787

VAT number: DE273 110 961

3. CHARGES

The applicable fees will be communicated to you through the Services and the Sites.

The applicable fees are:

£4.50 per week, inclusive of VAT

The fees for the Services will be charged via the telephone bill of your mobile network provider if you have a monthly contract or via a deduction from your credit if you have a pay-as-you-go plan. Separate mobile network provider text message/WAP/GPRS/UMTS fees or download charges may apply.

Please note that the fees are non-refundable and shall become due regardless of whether or not you actually download Mobile Content; the fees are charged for the provision of your right to download, receive, and/or access Mobile Content.

4. SERVICES

By subscribing to the Services, you will get access to Moodplay. Moodplay is the playlist to your life, with music to suit every mood, feeling and moment. With Moodplay you get access to 50+ playlist channels that cater to a wide variety of musical tastes, from fresh on the UK charts to retro series, like the British invasion. We offer something for your musical needs, and everything in between.

Each channel is carefully curated by locals, so the music is relevant and applicable to the UK music scene. Each channel offers hours of listening, offering no less than 150 songs per channel.

You can access Moodplay on all devices, anytime, anywhere.

5. ACCESS TO THE SERVICE, AVAILABILITY AND AGE

Users of the Services must be legal residents of the United Kingdom who (1) are at least 16 years old; and (2) have read and agreed on behalf of him/herself or the accountholder to be bound by these General and Specific Terms and the copyright and privacy policies.

Our Services are not targeted at children under the age of 16 or other vulnerable persons. We continuously put reasonable efforts to identify such vulnerable consumers and have procedures in place to ensure fair and proper treatment. In such instances, resolutions to complaints will be found amicably.

6. TERMINATION, CUSTOMER SERVICE AND COPYRIGHT CONTACT POINT

We offer you information on the Sites, and/or via the sms messages. In addition, if you need more information or have specific questions or wish to inform us of a complaint, please e-mail our Customer Care Center on info.uk@moodplay.club, or telephone us on 03333131614 (free of charge).

The supply of the Service to you will continue until you choose to terminate your subscription.

To terminate the Service, you can send a text message containing the word STOP to 65599, or call the Customer Care Center on the telephone number above.

7. CANCELLATION

You will have a period of 14 days after the effective date of the agreement in which you have the right to cancel your contract with us unless you have asked us to supply the service to you immediately and have acknowledged that this cancellation period will not apply. To cancel your contract within the 14 days you can use the model cancellation form (please see below) or you can contact us by sending an email to info.uk@moodplay.club or telephone us on 03333131614 (free of charge).

Note: When you contact us via email or telephone or by filling in and sending us the cancellation form, please mention your mobile phone number. This enables us to process your cancellation.

Model cancellation form

To:

Zimiq GmbH
Grünstraße 8, 40212 Düsseldorf, Germany

Email: info.uk@moodplay.club

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*]/ received on [*]

Name of consumer(s),

Mobile number of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.

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