

Martial Arts TV'S MOBILE/SMS/WAP SERVICE

This document governs the relationship between you and Martial Arts TV when you use any of our mobile/SMS/WAP Site services.

We provide our mobile/SMS/WAP Site services to you subject to the following terms and conditions. You must read these terms and conditions before using the mobile/SMS/WAP Site services. By using the mobile/SMS/WAP Site services you agree to be bound by these terms and conditions. In addition, when using particular services such as playing games or entering competitions by means of mobile/SMS or the WAP Site, you shall be subject to any further guidelines and rules applicable to such service which may be posted by us from time to time. All such guidelines and rules are hereby incorporated by reference into these terms. In the case of any inconsistency between any such guideline or rule and these terms, the guideline or rule shall prevail. If you do not wish to be bound by these terms and conditions, you may not use the mobile/SMS/WAP Site services.

1 DEFINITIONS

"Contract" means this agreement; "Distributor" means any Network Operator, aggregator or other third party that may provide the Service to you or bill you for the Service on our behalf;

"Information" means all material delivered by us through our mobile and/or SMS and/or WAP Site services;

"Network Operator" means a mobile telephone network operator;

"Service(s)" means any or all of the mobile/SMS/WAP Site services provided by us (whether alone or in conjunction with your Network Operator);

"we", "us", "our" means Martial Arts Networks Ltd, Fairfax House, 15 Fulwood Place, London, W1CV 6AY,;

"you", "your", "yourself" means you, the service end user; and

"WAP Site" means the WAP site accessed via a mobile device at wap.martialartstv.com

2 COST

2.1 We (or the relevant Distributor) will always notify you of the likely charge for using a Service. For example, when entering a competition, purchasing a game or voting via mobile/SMS or the WAP Site, the programme on which the competition/vote was featured or the relevant section of the WAP Site will inform you of the price of registering your vote/entry or the cost of purchasing the game. However, your Network Operator may also charge an additional

standard messaging fee for any SMS sent / received by you or a browsing and/or downloading fee for your use of the WAP site. Please consult your Network Operator for further details of these standard costs.

2.2 When you download Information for a fee from the WAP Site, the Distributor that is responsible for billing you for the Service may charge you a minimum transaction fee that may exceed the cost of the Information that you are downloading. The excess charge will be held by the Distributor as credit that you can redeem against future downloads from the WAP Site. Such credit is only available for your use for one hundred and eighty (180) days, after which time it will be removed from the Distributor's database.

2.3 Charges for the relevant Service will be deducted from your available credit time if you are a pre-pay customer or will appear on your monthly statement if you are a pay monthly customer. You must always obtain the permission of the person paying the bill for the relevant mobile device before using any Service.

3 REVERSE BILLED PREMIUM RATE SERVICES

3.1 Part of the Service(s) provided by us to you may include reverse billed premium rate SMS services. These services operate by delivering content to mobile devices for a charge. Users subscribe to a Service and are charged at the standard messaging cost of the relevant Network Operator for such message. Users will then receive the requested content, and are charged by us for the delivery of such content at a premium rate. The primary cost of the Service to users is incurred not when users send the message to subscribe to the Service, but when we send the user the requested content in return. Consequently, these services are known as reverse billed premium rate services. Such premium rate services are charged per message and not per minute.

3.2 Where we use reverse billed premium rate services we will notify you of the likely charge for receiving such content/message from us. The charge will be between a specified price range depending on your Network Operator and the Network Operator may also charge an additional standard messaging cost. Please consult your Network Operator for further details of its standard messaging costs.

3.3 When requesting a Service via SMS message, the return SMS message will usually give you details of how to withdraw from that particular Service. The withdrawal message will be charged at your Network Operator's standard messaging rates. For further information on any of our Services, including reverse billed premium rate services, email us at mobile@martialartstv.com.

4 DISCLAIMER OF WARRANTIES/PROMISES

4.1 We, as a service provider, contract with Distributors for facilities to enable the provision and billing of the Service(s) to you.

4.2 As such, components of the Service(s) are supplied to us and/or to you directly by third parties and we can make no promises, express or implied as to such elements of the Service(s), including without limitation, its accuracy, relevance or quality. The Service(s) are subject to the limitations of the enabling technology on which they rely and may be adversely affected by network performance and other technological or operational factors beyond our control such as congestion, network coverage, dropped connections and the performance of your mobile device.

4.2 In relation to those components of the Service(s) under our control, we will always seek to uphold the rights that you are entitled to at law including your right to receive a satisfactory service from us and we will seek to correct any errors or omissions that are brought to our attention. Other than in respect of these rights, the Service(s) are provided on an "as is" or "as available" basis and we make no promises or representations, whether express or implied, in relation to the Service(s), including but not limited to implied promises or conditions of completeness and accuracy.

4.3 Where the Service(s) are provided to you directly by a Distributor, the take up and use of these Service(s) by you may be subject to the Distributors own terms and conditions. However, you will remain bound by these terms and conditions to us where applicable and in the event of a conflict between the Network Operator's terms and conditions and these terms and conditions, these terms and conditions shall prevail.

4.4 You acknowledge that subject to 4.2 above: (a) it is technically impossible to provide the Services free of faults and that we do not undertake to do so; (b) faults may lead to temporary unavailability of one (1) or more of the Services; (c) the results that may be obtained from the use of the Service(s) may include inaccuracies or typographical errors; and (d) the operation of the Services may be adversely affected by conditions and performances outside our control, including without limitation, transmission and telecommunications links between us and you, between different parts of our company, and between us and other systems and networks.

4.5 In addition to 4.4 above, we will not be liable to you for failures, defects or delays in the delivery of the Service(s) which are caused by any of the following: (a) you have provided an incorrect phone number, incorrect spelling or other incorrect information in connection with the Service(s); (b) your mobile device does not support the Service(s); (c) your message mailbox is full and has no memory to receive a download of the Service(s); (d) your mobile device is out of range or cannot be contacted for any other reason; (e) you accidentally erase a Service provided to you; or (f) your failure to comply with the instructions for use of the Service(s) as explained by us and/or your Distributor.

5 LIMITATION OF LIABILITY

5.1 We do not seek to limit or exclude our liability for death or personal injury

arising from our negligence or that of our employees or agents nor for fraud.

5.2 Other than as set out in 5.1, we shall not be liable in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatsoever arising from or in any way connected with this Contract or the use or performance of the Service(s) in respect of any:

- (a) loss of business;
- (b) loss of profits, business interruption, loss of business information; or
- (c) any other pecuniary loss;

nor shall we be liable to you for any damage to your mobile or other device or loss of data that results from your use of the Service(s) and we cannot guarantee that any files that you download are free from viruses, contamination or destructive features.

5.3 Subject always to 5.1 and 5.2 above, our total liability arising out of or in connection with the Service(s) and/or this Contract shall be limited in aggregate to 150% of the price you have paid for the relevant Service(s) from us.

6 RIGHTS GRANTED/ RIGHTS RESERVED

6.1 We provide the Service(s) to you solely for your personal, non-commercial purposes. The Service(s) may not be used for any other purpose including without limitation, publication, reproduction or transmission nor provided to any other person and you are not permitted to amend any of the contents of the Service(s) unless expressly permitted by us.

6.2 If you send any material to us, you thereby grant us an irrevocable, unconditional, worldwide royalty free licence to use such material or any part of it in perpetuity in any and all media and in any manner we may determine in our sole discretion. Furthermore you thereby waive all so-called moral rights or other similar rights in such material.

6.3 All rights not expressly granted are reserved to us and our licensors as appropriate.

7 USER CONDUCT

7.1 We provide the Service(s) to you solely for your personal, private use. You undertake not to use the Service(s):

- (a) for any unlawful purpose;
- (b) in any way so that the Service(s) are interrupted, damaged, rendered less efficient or the functionality of the Service(s) are in any way impaired;

(c) in any way that may damage or disrupt your or another user's mobile device;

(d) for the transmission of any computer viruses or any harmful or deleterious files or programs;

(e) to transmit, post or otherwise make available any material which is defamatory, offensive, racist, vulgar, libellous or of an obscene or menacing character, or in such a way as to cause annoyance, inconvenience or needless anxiety;

(f) as a means to threaten, stalk, harass, abuse, or otherwise insult other users or to collect or store personal data about other users;

(g) in a manner which constitutes a violation or infringement of any person, firm or company's rights (including, but not limited to, rights of copyright or confidentiality);

(h) in a manner that may cause harm to yourself or your property or another person or their property;

(i) to transmit any material for the purposes of publicity, promotion and/or advertising without our prior written consent unless such transmission has been specifically requested by another user of a Service;

(j) to create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message, including, but not limited to impersonating an Martial Arts TV employee, manager, host or another user; or

(k) to transmit, post or otherwise make available any solicited or unauthorised advertising, promotional materials, "junkmail", "spam", "chain letters", "pyramid schemes" or any duplicative or unsolicited messages.

7.2 You agree to comply with any age restrictions notified to you in respect of any given Service.

8 PARENTAL RESPONSIBILITY

We are concerned about the safety and well being of all our users, but children in particular. Parents or guardians who allow their children to use the Services should take care to supervise and assist their children. We remind you that the Services are designed to appeal to a wide audience. As the legal guardians, we remind parents and guardians that it is their responsibility to supervise children and to determine whether particular Services are suitable for your child. If you have any concerns about any Service, then please do not hesitate to contact us at the address set out above.

9 COMPENSATION

9.1 You undertake in the event that you have any right, claim or action against any other user or a Distributor arising out of the provision and/or use of the Service(s), you shall pursue such right, claim or action independently of and without recourse to us.

9.2 You will fully compensate and defend us against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of this Contract or any use of the Service(s) or the Information by you.

9.3 You acknowledge that we have limited control over the nature and content of Information transmitted or received by you or others who use the Service(s) and that we do not examine in any way the use to which you put the Service(s). The way in which you use the Service(s) is at your risk and you agree to fully compensate us against any claims or legal proceedings arising in connection with your use of the Service(s) that are brought or threatened against us by any other person.

10 INTELLECTUAL PROPERTY

You acknowledge that all copyright, trade marks and all other intellectual property rights in the Service(s) and Information shall remain vested in us or our licensors.

11 SUSPENSION AND TERMINATION

11.1 We shall have the right to immediately suspend or withdraw a Service if you commit or we have reason to suspect that you have committed a breach of these terms and conditions. or where required by law or regulatory authority or a Distributor.

11.2 Where applicable, you may withdraw from a Service at any time. If you subscribe to a Service via our website(s), you can click on the "Update Profile" link when logged in on the website(s) and amend your profile accordingly. If you request a Service by sending us an SMS message, the message you receive confirming your request will give you details of how to withdraw from that Service.

12 COMPETITIONS AND GAMES

When entering a specific competition by mobile/SMS or via the WAP Site or requesting/purchasing an Martial Arts TV branded game we will alert you to any particular rules and/or restrictions that may apply. Please click here and ensure that you read our general competition rules which apply to all of our competitions in the absence of any specific rules to a competition.

13 USER PRIVACY

With your consent, we may communicate with you from time to time via your mobile for certain marketing, market research, analysis and related purposes. It is up to you how much or how little information you allow us to use for these purposes. The purposes include informing you of offers and other material which may interest you and making your information available to trusted partners and third parties for the same reasons. Click here for further details on our use of your personal information, including your mobile number or email us at mobile@martialartstv.com with any queries you may have.

14 CHANGES TO THIS CONTRACT AND THE SERVICE

14.1 We reserve the right to change the terms and conditions of this Contract from time to time by placing a note of such change on our website. We recommend that you review these terms each time that you request a new Service so that you are familiar with any changes that may apply to it.

14.2 We also reserve the right to change and update the Service(s) from time to time although your attention is drawn to your right of termination at any time.

15 SEVERABILITY

Each provision of this Contract excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the termination of this Contract.

16 NO WAIVER

No waiver by us shall be construed as a waiver of any preceding or succeeding breach of any provision.

17 CHOICE OF LAW AND JURISDICTION

This Contract shall be governed by the laws of England and Wales (unless you are domiciled in Scotland in which case you may choose the laws of Scotland) and by the exclusive jurisdiction of the English courts (unless you are domiciled in Scotland or Northern Ireland in which case you may choose the courts of your domiciliary).

These Terms and Conditions were last updated on 08th May 2006.