



Disclaimer & Privacy Policy

www.mobi8.com
www.mobi8.co.uk

“mobi8”

Disclaimer & Privacy Policy
(DPP)

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Disclaimer & Privacy Policy

1 Summary Disclaimer & Privacy Policy

1.1 Summary Disclaimer.

You have entered a website of Mobi8.com. This website has been developed by Mobi8.com to provide access of content including but not limited to mobile advertising, mobile information, mobile media, competitions, entertainment and professional services. Mobi8.com does not accept any responsibility for the accuracy, completeness, or relevance to the user's purpose, of the information on this site and those using it for whatever purpose are advised to verify its accuracy and to obtain any appropriate professional advice.

Mobi8.com does not warrant that the information is free of infection by computer viruses or other contamination, nor that access to the website or any part of it will not suffer from interruption from time to time, without notice. Mobi8.com its officers, employees and agents do not accept liability however arising, including liability for negligence, for any loss resulting from the use of or reliance upon the information and/or reliance on its availability at any time.

The information contained in this website is general in nature, is intended as a guide only and does not constitute a recommendation or advice of any description. Neither Mobi8.com, its sub-contractors nor any other person(s) associated with the preparation of this website or documentation shall be liable (including in negligence) for any loss, costs, damages and expenses that a consumer of other person may suffer or incur. Consumers shall attempt to periodically review this Disclaimer posted at this website at a rate not less than once bimonthly

1.2 Summary Privacy Policy

If you have objections to the Privacy Policy, you should not access or use this Site. This Privacy Policy does not govern privacy practices associated with offline activities or other Mobi8.com web sites. Mobi8.com is an independent organization whose mission is to enable individuals and organizations to establish trusting relationships based on respect for personal identity.

This website may contains links to other sites at which personal information is collected. In such instances, unless expressly provided to the contrary, the collection and use of your personal information will be governed by the privacy policy applicable to that site. That privacy policy should identify the entity that is collecting your personal information.



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2 Disclaimer

2.1 The Website

You have entered a website of Mobi8.com. This website has been developed by Mobi8.com to provide access to content including but not limited to mobile advertising, mobile information, mobile media, competitions, entertainment and professional services. Mobi8.com does not accept any responsibility for the accuracy, completeness, or relevance to the user's purpose, of the information on this site and those using it for whatever purpose are advised to verify its accuracy and to obtain any appropriate professional advice. Mobi8.com does not warrant that the information is free of infection by computer viruses or other contamination, nor that access to the website or any part of it will not suffer from interruption from time to time, without notice. Mobi8.com its officers, employees and agents do not accept liability however arising, including liability for negligence, for any loss resulting from the use of or reliance upon the information and/or reliance on its availability at any time. It is illegal to place bets via the Internet in some jurisdictions. Mobi8.com does not warrant that the laws applying to the location where you place a bet permit you to place that bet via this website or its associated websites. Mobi8.com reserves the right to void any and all customer transactions placed from jurisdictions where it is illegal to place bets and to retain an amount of the bet placed to compensate Mobi8.com for any losses or expenses incurred by it as a result of the placement of that bet. This is the responsibility of the consumer. You must not open an account, activate an Internet account or bet via this website unless you are of the legal age for your governing jurisdiction.

2.2 Website Information

The information contained in this website is general in nature, is intended as a guide only and does not constitute a recommendation or advice of any description. Neither Mobi8.com, its subcontractors nor any other person(s) associated with the preparation of this website shall be liable (including in negligence) for any loss, costs, damages and expenses that a person may suffer or incur as a result of:

1. Use of the information on this website;
2. Any errors or omissions in this website;
3. Any inaccuracies in this website or data on which information in this website is based or which is contained in this website; or
4. Any interpretations or opinions stated in, or which may be inferred from, the information contained in this website.

This website is provided to Mobi8.com's customers for their personal use only, and the customer must not, and the customer must not permit any other person to, copy, alter, modify, reproduce, sell, market, distribute, transfer, reverse engineer or disassemble the website.

2.3 Use of Services

Please check with your local authorities regarding associated laws in your state, territory or country. By purchasing, acquiring or obtaining in any way a service operated by Mobi8.com, each consumer agrees, on every occasion to be bound by the following:



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1.2.3 Indemnity

Consumer shall hold the Company, its employees, officers, directors, licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, agents and retailers harmless and shall fully indemnify the same from any and all costs, expenses, liabilities and damages whatsoever that may arise as a result of Consumers:

- • Entry, use or reuse of the website,
- • Use of any materials at the website,
- • Entry, use, or reuse of the Server,

2.2.3 Review

Consumers shall attempt to periodically review this Disclaimer posted at this website at a rate not less than once bi- monthly.

3.2.3 Acceptance & Understanding

Consumer shall not participate in any associated activities of any Mobi8.com service if the Consumer does not fully understand, agree to, become a party to, and abides by, without exception, all rules, regulations, terms and conditions contained herein and as such rules, regulations, terms and conditions may change from time to time.



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3 Privacy Policy

3.1 Introduction

This document sets forth the Mobi8.com Online Privacy Policy (the "Privacy Policy") for the web sites in the Mobi8.com network which are obtainable upon request. At this point in time they are:

- www.Mobi8.com.com, (known as the "Site").

This is not a definitive list of websites and is subject to change without notice.

If you have objections to the Privacy Policy, you should not access or use the Site. This Privacy Policy does not govern privacy practices associated with offline activities or other unrelated Mobi8.com web sites.

Mobi8.com is an independent organization whose mission is to enable individuals and organizations to establish trusting relationships based on respect for personal identity.

3.2 Changes in Policy

All "personal information" ("personal information" is defined as any information that identifies or can be used to identify, contact or locate the person to whom such information pertains) that we collect and maintain will be subject to the version of the Privacy Policy in effect at the time of such collection. Mobi8.com reserves the right to change the Privacy Policy from time to time at its sole discretion, and will provide notice of material changes on the homepage of the Site.

You will be deemed to have been made aware of, and will be subject to, the changes to the Privacy Policy by your continued use of the Site after such notice has been posted for thirty (30) days with the following exception: if at the time you provide personal information to Mobi8.com you are given the opportunity (as you currently are) to limit how such information will be used to communicate with you, either by Mobi8.com or by third parties, Mobi8.com will not change your preference in this regard without your express consent.

However, if Mobi8.com sells assets (or the assets of a division or subsidiary) to another entity, or Mobi8.com (or a division or subsidiary) is acquired by or merged with, another entity, Mobi8.com may provide to such entity customer information that is related to that part of our business that was sold to or merged with the other entity without your consent.

3.3 Entities Collecting Personal Information

Mobi8.com to be contacted via the contact information on the website www.Mobi8.com:

The Site contains links to other sites at which personal information is collected. In such instances, unless expressly provided to the contrary, the collection and use of your personal information will be governed by the privacy policy applicable to that site.

That privacy policy should identify the entity that is collecting your personal information.



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3.4 Collection of Personal Information

As a visitor to this Site, you can engage in many activities without providing any personal information. In connection with other activities, such as utilizing online information, services and applications, Mobi8.com may ask you to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, if Mobi8.com may ask that you provide us personal information, such as your first and last name, mailing address (including zip code / post code), e-mail address, employer, job title and department, telephone and facsimile numbers, and other personal information.

When ordering products or services on the Site, you may be asked to provide a credit card number. Depending upon the activity, some of the information that we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

When you use the Site, Mobi8.com or third parties authorized by Mobi8.com may also collect certain technical and routing information about your computer to facilitate your use of the Site and its services. For example, we may log environmental variables, such as browser type, operating system, CPU speed, and the Internet Protocol ("IP") address of your computer. We use these environmental variables to facilitate and track your use of the Site and its services. Mobi8.com also uses such environmental variables to measure traffic patterns on the Site. Without expressly informing you in each particular circumstance, we do not match such information with any of your personal information.

When you submit personal information to Mobi8.com through this Site, you understand and agree that this information may be transferred across national boundaries and may be stored and processed in any of the countries in which Mobi8.com and its affiliates and subsidiaries maintain offices, including without limitation, the United States.

You also acknowledge that in certain countries or with respect to certain activities, the collection, transferring, storage and processing of your information may be undertaken by trusted vendors of Mobi8.com. Such vendors are bound by contract to not use your personal information for their own purposes or provide it to any third parties. One instance where this could occur is in conjunction with framed pages in which the url for the pages is not visible and the pages are being hosted by a vendor of Mobi8.com.

3.5 Collection of Personal Information

Mobi8.com has established relationships with various service providers whose services are available to you from this Site or from web sites that are linked to this Site. Typically, these providers offer services that Mobi8.com customers might find useful, such as those that can be used in conjunction with Mobi8.com services and products. In order to use those services, you may be required to provide personal information to the providers. Unless expressly provided to the contrary, personal information that you provide while you are visiting a provider's web site will be subject to the privacy policy posted on such site and personal information that you provide while on this Site in conjunction with a provider's service will be subject to this Privacy Policy.

You should be aware that our agreements with these service providers often provide that they will share with Mobi8.com personal information collected from you. In such instances, Mobi8.com may use this information in a manner consistent with this Privacy Policy. In the situation where sites have an Mobi8.com "look and feel," and you reasonably believe you are



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on an Mobi8.com site, the site is collecting information in a solely intermediary capacity and does not use personal information for secondary purposes.

In order to reduce errors in our database, authenticate our users and prevent abuse of our system we may on occasion supplement the personal information you submit to us with information from third party sources. For example, we may supplement your registration information with address information provided by national Postal Services to qualify your information and prevent errors in our database.

3.6 Use of Personal Information

Mobi8.com collects your information in order to record and support your participation in the activities you select. If you subscribe to a service or register a product, for example, the information is used to register your rights, if any, to technical support or other benefits that may be made available to registered users. As another example, if you enter a contest, information is collected to qualify the entry and contact you regarding the contest or prize awards. Your personal information is also used to keep you informed about product upgrades, special offers, and other products and services of Mobi8.com and selected third parties if you have so opted to receive such communications.

Mobi8.com may collect information about the use of the Site; such as the types of services used and how many users we receive daily. This information is collected in aggregate form, without identifying any user individually. Mobi8.com may use this aggregate, non-identifying statistical data for statistical analysis, marketing or similar promotional purposes.

3.7 Choices in respect of Personal Information

Mobi8.com recognizes and appreciates the importance of responsible use of information collected on this Site. Without your consent, Mobi8.com will not communicate any information to you regarding products, services and special offers available from Mobi8.com, although we may find it necessary to communicate with you regarding your use of the services on this Site. Except in the particular circumstances described in this Privacy Policy, Mobi8.com will also not provide your name to other companies or organizations without your consent. There are other instances in which Mobi8.com may divulge your personal information. Mobi8.com may provide your personal information if necessary, in Mobi8.com's good faith judgment, to comply with laws or regulations of a governmental or regulatory body or in response to a valid subpoena, warrant or order or to protect the rights of Mobi8.com or others.

Protection of Personal Information

3.8 Protection of Personal Information (1)

The personal information that you provide in connection with registering yourself as a user of Mobi8.com products or services or registering an Mobi8.com product is classified as Registration Information. Registration Information is protected in several ways. Access by you to your Registration Information is available through a password and unique customer ID selected by you. This password is encrypted. We recommend that you do not divulge your password to anyone. In addition, your Registration Information resides on a secure server that only selected Mobi8.com personnel and contractors have access to via password. Mobi8.com encrypts your personal information and thereby strives to prevent unauthorized parties from viewing such information when it is transmitted to Mobi8.com. Personal information that you provide that does not constitute Registration Information also resides on a secure server and is only accessible to selected Mobi8.com personnel and contractors via password. Since this



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information is not accessible by you, you will not be asked to select a password in order to view or modify such information.

3.9 Protection of Personal Information (2)

When you visit this Site, you can browse the Site and access important information without revealing your identity. In order to improve our Site, we use “cookies” to track your visit. A cookie is small amount of data that is transferred to your browser by a Web server and can only be read by the server that gave it to you. It functions as your identification card, and enables Mobi8.com to record your passwords, purchases, and preferences. It cannot be executed as code or deliver viruses.

3.10 Protection of Personal Information (3)

Most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether or not to accept it. (For some Web pages that require an authorization, cookies are not optional. Users choosing not to accept cookies will probably not be able to access those pages.)

While Mobi8.com uses cookies to track your visit to Mobi8.com.com, and our Web servers automatically log the IP/Internet address of your computer, Mobi8.com does not generally use this information to identify you personally. However, if you expressly provide consent for Mobi8.com.com to “remember” the unique identifier that you select when you register for various activities on the site, that unique identifier will be stored on a cookie on your computer, linked to your registration information, and your navigation path around the site will be tracked.

We associate this data to understand how our site and services are being used so we can understand our customers and offer appropriate products and services.

3.11 Updating of Personal Information & Privacy Options

You have the right to access and correct your personal information and privacy preferences at any time. With respect to Registration Information, this may be accomplished by linking to your account at Edit Your Account where you can view and make changes to your personal information. You may also access and correct your personal information and privacy preferences (such as whether you wish to receive promotional communications from Mobi8.com or third parties) by contacting Mobi8.com via the details shown on the website www.Mobi8.com

Please include your name, address, and/or e-mail address when you contact us. In your correspondence, please indicate with as much detail as possible the location on this Site where you provided your personal information.

3.12 Privacy Related Inquiries & Complaints

Mobi8.com takes its users' privacy concerns seriously. If you believe that Mobi8.com has not complied with this Online Privacy Policy with respect to your personal information or you have other related inquiries or concerns, you may write the Mobi8.com Privacy Officer at the address indicated above or email.



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In your letter, please describe in as much detail as possible the nature of your inquiry or the ways in which you believe that the Mobi8.com Online Privacy Policy has not been complied with. We will investigate your inquiry or complaint promptly.

Please note that if you provide Mobi8.com with inconsistent privacy preferences (for example, by indicating on one occasion that third parties may contact you with marketing offers and indicating on another occasion that they may not), Mobi8.com cannot guarantee that your most recent privacy preference will be honoured. Also, please note that Mobi8.com is not responsible for the content or privacy practices of non-Mobi8.com Web Sites to which this Site or any other Mobi8.com Web Site may link. You should review the privacy policy of such sites before using the sites.

