

Specific Terms and Conditions

PlayFilms Australia - 16 October 2018

These Specific Terms and Conditions and the (below) **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.

'Service(s)' refers to the supply of Playfilms, an online portal that allows you access to e-books, movies, music, music documentaries and fitness ('Digital Content') via the (mobile) internet, this website or a wap-site ('the Sites') and/or via any other method of delivery of digital content, unless otherwise agreed in writing.

Using the sites and/or registering for (one of) the services and/or accepting the digital 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 an email 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 Australia for the sole use of AU residents.

2. PROVIDER

The Services are provided to you by:

CPay B.V.

Slachhouderskade 85
1073 AT Amsterdam, the Netherlands

Business Registration number: 65323165

VAT number: NL856065560130.

3. CHARGES

The applicable fees will be communicated to you when you choose your Renewal Plan and through the Services and the Sites.

This is a subscription to the Service. The duration of your subscription is dependent on which Renewal Plan you select. Your subscription will start the moment after you successfully registered for the Service.

Your subscription may start with a free period. The duration of the free period is dependent on the Renewal Plan selected by you and will be communicated to you when you choose your Renewal Plan.

The current Renewal Plans together with fees, duration and free period are:

Renewal Plan:	Standard
Applicable fees:	\$ 1,99 per month
Duration:	1 month
Fee charged:	Per month

Separate mobile network provider text message/WAP/GPRS/UMTS fees or streaming charges may apply. You may terminate the Service at any time; termination will stop the recurring subscription and the applicable fee moving forward. Terminating the Service will not retroactively refund subscription payments and previously charged subscription fees won't be pro-rated based on termination date.

4. SERVICES

1) By subscribing to the Services, you will get access to an online platform, offering streaming access to e-books, movies, music, music documentaries and fitness content on your devices (our Service is optimized for smart phone, tablet, desktop and laptop ('Digital Devices')). Please note that the Services makes use of the internet browser of your Digital Device and you should always make use of the latest version of your browser and be connected to the internet.

2) Some Digital Content is only available for a select number of Digital Devices. This is a matter for the producers of Digital Devices and therefore lies beyond our sphere of risk. In order to avoid disappointment, your Digital Device being a mobile phone should be compatible with Android 4.1/iOS 6 or higher and/or have a modern internet browser (after 2014 and up to date) installed. Any other Digital Device should have a modern internet browser (after 2014 and up to date) installed.

3) Depending on Renewal Plan selected by you, you can either use (a) 4 (four) Digital Devices at the same time to make use of the Service (Standard and Season Pack) or (b) unlimited Digital Devices (Prepaid only) – subject to fair use.

4) The quality of the Digital Content is subject to a) the technical format in which we provide the Digital Content; b) the kind of Digital Device you are using for the Service and c) the speed of your internet connection (download speed) via which you are connected to the Service. We advise you to have a minimum download/streaming speed of at least 1,5 Mops in order to make use of the Service. For standard-definition you should have a minimum download/streaming speed of at least 3 Mbps, for high-definition you should have a minimum download/streaming speed of at least 5 Mbps.

5) You agree that you will use the Service only for your own personal non-commercial use in accordance with clause 14 of the General Terms and Conditions.

As long as you are subscribed, you will get unlimited streaming access to our entire selection of Digital Content.

5. ACCESS TO THE SERVICE, AVAILABILITY AND AGE

In order to subscribe to the Service, you will have to go through the following subscription steps:

- 1) You have to select the Renewal Plan.
- 2) You will be redirected to the 'PayPal Review Page' on which you have to complete your PayPal account details, or if you saved your PayPal account details on your Digital Device or when you enable One Touch Check-out you can continue.
- 3) You will be redirected to the "thank you" page on which you will be informed about how to access the Service and to which email address the URL of the Service is being sent. From the Confirmation Page you can easily access the Service by clicking the "ENTER" button. Or you can access our Service via the URL provided in the email. You will need to enter your email and create a unique password.
- 4) Users of the Services must be legal residents of the Australia who (1) are at least 18 years old; and (2) have read and agreed on behalf of him/herself or the account holder to be bound by these General and Specific Terms and the copyright and privacy policies.

We will also send an email to the email address provided by you with a hyperlink to the Site.

6. TERMINATION, CUSTOMER SERVICE AND COPYRIGHT CONTACT POINT

We offer you information on the Sites, and/or via email. 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.au@playfilms.movie, or telephone us on 1800934261 (local call charges apply).

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

To terminate the Service, you can contact the Customer Care Center on the telephone number or email address above.

You may terminate the Services at any time; termination will stop the recurring monthly fee moving forward. Terminating the Services will not retroactively refund subscription payments and previously charged subscription fees won't be pro-rated based on termination date.

7. CANCELLATION

You will have a period of 14 days in which 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.au@playfilms.movie or telephone us on 1800934261 (local call charges apply).

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:
CPay B.V.
Slachhouderskade 85, 1073 AT, Amsterdam, the Netherlands

Email: info.au@playfilms.movie

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),

Address of consumer(s),

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

Date

[] Delete as appropriate.