

Phonebox Entertainment Inc.

“PHONEROTICA 12 HOUR PASS”

SERVICE DESCRIPTION

Phonebox Entertainment Inc. (hereinafter Phonebox) operates a mobile internet service called PhonErotica located at the following URL: www.phonerotica.com. PhonErotica is operated as a premium mobile service, meaning that the service itself is comprised of two sections: a freely browsable section and a premium section. Each sections of PhonErotica allows the user to browse and download mobile content (hereinafter referred to as “Phonerotica content”), which may include, but not limited to: pictures, videos, ringtones. The premium section of PhonErotica is where the vast majority of downloadable content is fund.

In order for a user to access the premium section, the user must purchase a PhonErotica 12 hour pass. This pass is purchased by sending a mobile originated SMS from the user's mobile phone to the SMS shortcode “19721234”. In response to this purchase request, the user shall receive a mobile terminated SMS and a WAP push. The SMS shall contain a receipt number. The WAP push shall contain a URL to the premium section. The user may also use the receipt number to access the premium section. The PhonErotica 12 hour pass represented by the URL and receipt number allows the user to access the PhonErotica premium section for 12 consecutive hours, initiated at the time of purchase.

TERMS AND CONDITIONS

1. “PhonErotica 12 hour pass” are only open to Australian residents aged 14 years or over with a premium SMS compatible and GPRS and WAP enabled mobile phone and plan which supports mobile internet browsing, and permits text messaging to the promotional SMS number. It is recommended that consumers check with their individual mobile phone service provider in this regard. Services are not available on CDMA, Hutchison 3 & Optus Mobilesat phones.
2. Cost for purchases made by SMS: A PhonEoritca 12 hour pass purchase will be billed to the consumer via 1 x \$3 billing message billed to the consumer’s nominated mobile phone account. The SMS purchase request cost and the relevant cost will be charged to your nominated mobile phone account when your initial SMS request message is sent and not at the time the PhonErotica 12 hour pass is used.

3. SMS request costs: All SMS purchase requests will be charged at 25c including GST.
4. Purchase of a PhonErotica 12 hour pass is a single transaction purchase. This is NOT a subscription service and as such, the user will NOT be automatically rebilled at regular intervals. There are therefore no "unsubscribing" procedures.
5. No responsibility accepted for lost, misdirected or deleted SMS messages and/or WAP Push Messages.
6. The customer is not allowed to share and otherwise transmit its purchased pass to another user. Passes must be purchased and used from the same mobile phone.
7. Sending multiple SMS purchase requests will result in the purchase of multiple PhonErotica 12 hour pass. Each pass will expire 12 hours after purchase. In other words, users cannot purchase multiple passes at once in the hope to use them one after the other.
8. All WAP Push Messages will be sent to the consumer's nominated mobile phone in each case.
9. Standard carrier WAP/GPRS charges apply when browsing the PhonErotica mobile site, and will vary depending on the consumer's network provider. The consumer is solely responsible for these charges, which charges will apply, whether or not a PhonErotica 12 hour pass is used or purchased.
10. All SMS request costs will appear on the consumer's next mobile phone bill. If a pre-paid mobile phone is used, consumers must ensure that they have enough credit to cover the relevant costs incurred. Consumers must seek the phone bill payer's permission (if the consumer is not responsible for paying the phone bill) prior to purchasing a PhonErotica 12 hour pass.
11. Phonebox will NOT use itself, nor distribute to others the mobile phone number collected during the purchase process. The mobile phone numbers will be kept in log files on Phonebox premises for statistical purposes and conflict resolution.
12. Upon accessing PhonErotica premium section, the user may download and view as much content as desired, limited only by the mobile phone's capabilities and user's mobile internet connection.
13. Response times may vary. If there are any network issues outside of the Service Provider's control, the downloading of content from the PhonErotica mobile site using the PhonErotica 12 hour pass may take longer. To the

extent permitted by law, the Service Provider accepts no liability for any loss or damage as a result of delays, non-receipt of PhonErotica mobile content or any technical problems.

14. The Service Provider shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of receiving the service and/or purchasing/downloading PhonErotica mobile content, except for any liability which cannot be excluded by law.
15. SMS messages sent via the internet are not valid and will not be accepted. All SMS messages are deemed to be received at the time of receipt into the database and NOT at the time of transmission by the consumer.
16. The Service Provider is not responsible for any incorrect or inaccurate information, either caused by the mobile phone user or for any of the equipment or programming associated with or utilised in this services, or for any technical error, or any combination thereof that may occur in the course of the administration of this services including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access.
17. If for any reason this service is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Service Provider which corrupts or affect the administration security, fairness, integrity or proper conduct of this service, the Service Provider reserves the right in its sole discretion to disqualify any individual who tampers with the claim/redemption process, and to cancel, terminate, modify or suspend the service.
18. The Service Provider is Phonebox Entertainment Inc. a Canadian company located at 7 deVitre, Blainville, Quebec, CANADA. Use this address for mailing correspondance. To contact us via email, please send email to info@phonebox-e.com. Finally, we can be contacted by phone at +1 450 979 5209 during business hours, 9:00 to 17:00 GMT -5, weekdays.