

Terms & Conditions

NOTICE: Please read these terms and conditions and the Privacy Policy found at: <http://www.pocoyohouse.com/uk#!/terms/privacy> carefully (the “**Agreement**”). The Agreement and the Privacy Policy are jointly referred to as (the “**Agreements**”). We strongly recommend you print them out and read them in their entirety or alternatively a hard copy is available on written request to us using the Customer Service contact details specified below at the end of this Agreement. The Agreements are legally binding and set out the terms and conditions upon which you may access and use the services on either the web application: www.pocoyohouse.com/uk (the “**Web App**”) or the native app: <https://play.google.com/store/apps/details?id=com.pocoyo.house> (the “**Native App**”). The Web App and the Native App collectively shall be referred to as the “**Apps**”.

THE SERVICE IS A MOBILE CONTENT SUBSCRIPTION SERVICE. THE 24HRS ARE FREE, AFTER THE FREE PERIOD YOU WILL BE CHARGED £4.99 EVERY MONTH (THE “**FEE**”) AND YOUR SUBSCRIPTION WILL BE RENEWED AUTOMATICALLY. THESE CHARGES WILL BE DUE FROM YOUR PRE-PAY BALANCE 24 HOURS AFTER THE START OF YOUR SUBSCRIPTION AND MONTHLY THEREAFTER OR ADDED TO YOUR MONTHLY MOBILE PHONE BILL WITH YOUR MOBILE NETWORK OPERATOR (“**MNO**”).

YOU MAY ACCESS THE SERVICE AFTER SUBSCRIPTION AND PAYMENT OF THE SUBSCRIPTION FEE AND UNTIL YOU UNSUBSCRIBE USING ANY OF THE FOLLOWING WAYS: A) BY CLICKING HERE: [HTTP://WWW.POCOYOHOUSE.COM/UK/](http://www.pocoyohouse.com/uk/) GOING TO THE ACCOUNT SECTION AND FOLLOWING THE INSTRUCTIONS TO UNSUBSCRIBE OR B) BY SENDING AN SMS WITH THE WORDS “**STOP POCOYO**” TO **60201** AFTER SUBSCRIPTION OR C) BY CONTACTING OUR CUSTOMER CARE TEAM USING THE CONTACT DETAILS NOTED AT THE BOTTOM OF THIS AGREEMENT.

Call our helpline on 0207 649 9636 (local call charge rate) or 0800 012 6182 (free from landlines but some network charges may apply from mobile phones) without hesitation should you have any questions regarding any aspect of our service.

YOU ACCEPT THAT YOU HAVE BEEN GIVEN AN OPPORTUNITY TO READ AND ACCEPT THE AGREEMENTS BEFORE USING THE SERVICE.

You must be 18 (eighteen) years old and a resident of the United Kingdom to access and/or use this service. If you are under 18 (eighteen) you should cease using the Apps and exit the service immediately. Please note that in some jurisdictions there are obligatory provisions in the consumer legislation that may be relevant to service provided under this Agreement.

1. INTRODUCTION

1.1 Buongiorno UK Limited, a limited liability company registered in England and Wales, with its address at Buongiorno UK Ltd, 57 – 63 Scrutton St, London, EC2AS 4PF, under company number 4101267 (the “**Company**”). The Company has been authorised to act as licensee of “ZINKIA ENTERTAINMENT S.A.” in the UK to provide you “Pocoyo House” mobile content including applications and videos for preschool aged children (the “**Content**”) for a flat monthly subscription fee on your supported mobile phone accessed via the Apps (the “**Service**”).

Please call our helpline noted at the bottom of this Agreement without hesitation should you have any questions regarding any aspect of our Service (please scroll down to the bottom of the Agreement to the section titled ‘Customer Service’).

In this Agreement references to “**we**”, “**us**”, “**our**” and any similar expression shall include the Company and any of its affiliates. This Agreement is to be entered into between the customer “**you**” and the Company “**us**”.

2. EFFECT OF THIS AGREEMENT

2.1 By signing up for this Agreement and/or by continuing to use the Service you acknowledge and confirm that you have read the Agreements and are bound by the entirety of the Agreements as well as any rules governing the Apps and/or Content provided on or via the Service. The Agreements will remain in full force and effect while you are subscribed to the Service. If there are any inconsistencies between any rules on the Apps and this Agreement, then the terms of this Agreement shall prevail.

2.2 We reserve the right to make any amendments to the Agreements or the Service and any such changes will be highlighted for a period of 4 (four) weeks. We encourage you to review the Agreements which are updated periodically and available at www.webappsupport.co.uk for the Web App and for the Native App via the Native App itself. Your continued use of the Service will be deemed to be your acceptance of any changes to the Agreements. If the modified Agreements are not acceptable to you, your only recourse is to cease using the Service (for further details on cancellation please see the Customer Service section stated below at the end of this Agreement).

3. YOUR REPRESENTATIONS

3.1 By seeking to subscribe to the Service and using the Service you hereby confirm to us that at all such times you:

- a) are resident of the United Kingdom;
- b) are aged 18 (eighteen) years or over;
- c) are of sound mind and capable of taking responsibility for your own actions;
- d) have the power to enter into a legally binding agreement (you are not legally barred from doing so for any reason) and you are the person whose details are provided in connection with your subscription to the Service;
- e) are acting as principal and not on behalf of anyone else;
- f) are the authorised owner of the mobile phone which you provided when you completed subscription to the Service or you have consent from the account holder to subscribe to the Service.
- g) are located in a jurisdiction in which such subscription to the Service and access and/or use of the Service is not unlawful or contrary to any applicable regulation. It is your responsibility to ensure that this is not the case.

3.2 Persons in violation of this Agreement are not entitled to access and/or use the Service and could be committing fraud and be subject to criminal prosecution.

3.3 You cannot use the Service unless you have first completed the subscription to the Service.

3.4 You hereby warrant to us that all information provided in your subscription to the Service and all personal data provided to us is complete, true and accurate and not misleading and that you will notify us immediately of any change.

3.5 You undertake to access and/or use the Service for legitimate and personal entertainment purposes only.

3.6 You undertake to abide by all applicable laws and regulations when using the Service and to be solely responsible for all matters arising from your use of the Service.

3.7 You undertake not to use the Service in any way which might infringe any rights of any third party or give rise to a legal claim against us by any third party;

3.8 You undertake not to damage, interfere with or disrupt access to the Service or do anything that may interrupt or impair its functionality (nor assist, encourage or permit any other person to do so).

3.9 You undertake not to obtain or attempt to obtain unauthorised access through whatever means to the Service or any part of it (nor assist, encourage or permit any other person to do so).

4. THE SERVICE

4.1 The Service is specifically aimed at parents to use with or on behalf of their children. By granting your child permission to use the Service, you agree to the terms and conditions of the Agreements on behalf of your child. You are responsible for monitoring and supervising your child's use of the Service. If your child is using the Service and does not have your permission, please contact us immediately (please scroll down to the bottom of the Agreement to the section titled 'Customer Service').so that we can disable his or her access.

4.2 The Service can be accessed either via the:

a) **Service Description:** Web App;

Service Access: www.pocoyohouse.com/uk;

Price: £4.99 (which may depend on the campaign at the time of joining and your mobile network operator);

Payment Period: Monthly (which may depend on the campaign at the time of joining and your mobile network operator);

Termination: Send “STOP POCOYO” to 60201 (EE, T-Mobile and Orange customers only); or

b) **Service Description:** Native App;

Service Access: https://play.google.com/store/apps/details?id=com.pocoyo.house&hl=en_GB;

Price: £7.99;

Payment Period: Per Month;

Termination: Via Google Play account.

4.3 To access the Service you must ensure that your mobile phone is compatible with the Service and that it is correctly configured for use. For Android devices, please find a list of those which support Flash Player http://www.adobe.com/flashplatform/certified_devices/s.html.

5. SUBSCRIPTION

5.1 Before you are able to fully access the Service you will be required to subscribe to the Service in one of the following ways:

a) Web App: By clicking on an advertising banner and following the instructions noted on the subsequent pages to:

i. click on the button e.g. “SUBSCRIBE NOW” and then the “CONFIRM” button to complete your subscription; or

ii. by visiting the Web App directly and following the instructions to subscribe to the Service. Once your subscription to the Service is complete you will be able to use and/or access the Web App.

iii. Upon completion of the subscription to the Web App Service we will confirm by SMS text message to the mobile number which you provided, that you have successfully subscribed to the Service.

b) Native App: By visiting our Google Play page and then clicking on the download and install button.

5.2 The subscription fee/charges to the Service are always mentioned at the point of purchase i.e. commencement of subscription period or on date of accessing the Service.

5.3 Following subscription to the Service you will be provided with access to the Service as applicable either via www.pocoyohouse.com/uk for the Web App or <https://play.google.com/store/apps/details?id=com.pocoyo.house> for the Native App.

5.4 Transactions made using your registered mobile phone number are accepted by us on the understanding that you are the account holder and that you are authorised to register this mobile phone number, pay for and access the Service. If your mobile phone is used by anyone other than yourself, we will accept no liability for the consequences or costs incurred from such misuse, or for the loss, theft, and misuse of your information.

5.5 You agree to be solely responsible at all times for all access and/or use of the Service. You are responsible for keeping all your user identification details, such as your name, surname, mobile phone number (“**User Data**”) confidential. You are also responsible for ensuring that all persons who access the Service through your internet connection are aware of the Agreements and are in full compliance with the Agreements.

5.6 We reserve the right to disable any User Data whether chosen by you or allocated by us at any time if in our sole opinion you have failed to comply with any of the provisions of the Agreements.

5.7 We reserve the right to ask for proof of age documentation and evidence to verify your identity at any time (including any third party, which may keep a record of such information). We reserve the right to conduct checks against any of the details provided to us and to pursue this information through any channels and methods available to us. Failure to provide substantiated proof of age or other requested information will result in the suspension or termination of your subscription to the Service.

5.8 We reserve the right to refuse, suspend and/or terminate your subscription to the Service immediately and without consulting or notifying you or giving you reasons in the event that you publish, cause the publication of and/or send via the Service any actual or potentially defamatory, offensive or obscene language or material or if you violate, or are suspected of any violation of the Agreements, any applicable law, regulation, code or request of MNOs (mobile network operators) and/or regulators or should we deem it in our best interests and/or other customers to do so.

5.9 It is your sole responsibility to ensure that at all times you comply with all laws and regulations with respect to the Apps and/or Content made available through the Service in any jurisdiction where you are located or are a resident and that you have a complete and unrestricted legal right to subscribe to the Service, access and/or use the Service in whole or part.

5.10 Use of the Service will be closely monitored to ensure that no customer is using the Service with a frequency or in a manner which might suggest that he or she is using it except solely for personal use or is using it on behalf of others, and we reserve the right to suspend and/or terminate the subscription to the Service if we consider or suspect that the Service is being used in this way.

5.11 If any of your User Data or other information relevant to your Subscription of the Service change you must inform us immediately by contacting us using the contact information provided in the Customer Service section stated below at the end of this Agreement.

6. SUBSCRIPTION CHARGES

6.1 You may access the Service once you have subscribed to the Service, as detailed above. The Service is a subscription service offering unlimited access to the Content via the Apps while you remain subscribed to the Service, which is free for 24 (twenty-four) hours. After the 24 (twenty-four) hour free period (which may apply to first time users only), you will be charged a fee of £4.99 (exact price for future users may vary, depending on the existing campaign at the time of joining and the MNO) every month and your subscription will be renewed automatically (“**Fee**”). You will be provided with an exact Fee quote at the point of purchase, as described above. The Fee will be due from your pre-pay balance 24 (twenty-four) hours after the start of your subscription and then monthly thereafter or added to your monthly mobile bill for the mobile phone used to subscribe to the Service.

6.2 When choosing to pay by your mobile account or prepaid balance, you have either provided your mobile phone number to a payment intermediary or you have agreed for your MNO to pass your number directly to us. Your contract for the Service is with us and not with your MNO. Your MNO has agreed for us to simply charge the amount directly to your bill or prepay account. Once this charge has been authorised by you, you must pay your MNO the amount charged. You are therefore wholly responsible for checking that you are happy with the seller (us), price and the Service before making a purchase commitment.

6.3 Your MNO data charges may also apply, and all prices stated and/or otherwise communicated to you are inclusive of VAT (where applicable). The Service being provided on a subscription basis means it will renew automatically after the end of the specific subscription period unless and until the you decide to opt out or unsubscribe. The subscription Fee shall become due for each subscription period while you remain subscribed to this Service irrespective of whether or not the Service is actually accessed during any particular subscription period.

6.4 You can access the Service until you send “**STOP POCOYO**” to **60201** at any time to out opt or unsubscribe from the Service. For further details on cancellation please see the Customer Service section stated below at the bottom of this Agreement.

7. REFUNDS

7.1 Once you have completed subscription to the Service, as described above in Clause 5, your subscription has been activated and you have entered into a legally binding contract for the provision of the Service. However, in order to receive the Service immediately upon your subscription being activated, you hereby expressly consent to us providing you with the Service in the statutory 14 (fourteen) day cancellation period.

7.2 If you cancel the subscription or purchase within 14 (fourteen) days of the date of subscription (“**Cooling Off Period**”) you are entitled to a refund of sums paid pursuant to s.37 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “**Regulations**”). To exercise the right to cancel within the Cooling Off Period, you must inform us of your decision to cancel the Agreement by sending us clear written statement (e.g. a letter sent by post or e-mail) using the contact details stated below in the Customer Service section (please scroll down to the bottom of this Agreement). To meet the cancellation deadline, you must inform us of your decision to cancel the Agreement before the Cooling Off Period has expired.

7.3 If you cancel the Agreement within the Cooling Off Period, we shall refund you all the sums paid by you for the Service without undue delay and in any event not later than fourteen (14) days from the day on which we are informed about your decision to withdraw from this Agreement. We will carry out the refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund.

7.4 After the Cooling Off Period has expired, you may cancel the subscription to the Service at any time by following the instructions given in the text SMS message sent to you after your purchase or as suggested below in the Customer Service section. However, if you do cancel then we are not obliged to refund any part of the subscription Fee unless we have violated a material term of this Agreement or are otherwise required by law to do so. In all other circumstances a refund will be at our sole discretion.

7.5 Nothing in this Agreement affects or limits your statutory rights or your legal rights as a consumer under the Consumer Rights Act 2015 or any other applicable legislation. For further details on cancellation (whether or not within the Cooling Off Period) or any enquiries please contact us directly using the details stated in the Customer Service section at the bottom of this Agreement.

8. ACCESS AND USE OF THE SERVICE

8.1 In order to access and/or use the Service follow the information shown on your mobile phone’s screen to complete Subscription.

8.2 Any use of the Service by you is on an "as is" and an "as available" basis. You agree and accept that the Service is not a fault-free service and is for your own personal use and shall not be used for commercial purposes.

8.3 Your agreement with us will be null and void if we discover or suspect that you have in any way interrupted, deviated, tried to manipulate the outcome or tampered with any part of the Service.

8.4 We reserve the right to change the format of the Service (in whole or part) to enhance them, correct any defects or provide upgrades.

8.5 We reserve the right to record all telephone calls made to us and to monitor all information relating to the Service for which purposes you consent in accordance with the requirements of the Regulation of Investigatory Powers Act 2000 (as amended from time to time).

9. SPECIAL PROMOTIONS

9.1 We may from time to time run promotions including free news and/or content which is free to access, award prizes and provide you with marketing or promotional materials if you have completed your subscription to the Service. The rules of entry or access to any promotions will be displayed on the Service and may sometimes be restricted only to a first-time user.

10. VIRUSES, HACKING AND OTHER OFFENCES

10.1 You must not attempt or encourage the misuse of the Service by introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the server on which the Service is stored or any server, computer or database connected to the Service. You must not attack the Service via a denial-of-service attack (“DoS”) or distributed denial-of-service attack (“DDoS”).

10.2 By breaking Clause 10.1 above, you would commit a criminal offence under the Computer Misuse Act 1990 (as amended from time to time). We will report any such violation to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such violation, your right to use the Service will cease immediately without notice to you and without us incurring any liability whatsoever.

10.3 We will not be liable or responsible for any loss or damage caused by the DoS, DDoS, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Service or to your downloading of Content, or other material posted on or via the Service.

11. SECURITY POLICY

11.1 We will not rent, sell or share your User Data with third parties, however, we may pass on your details to relevant authorities or regulators if we and/or they wish to investigate or assist in the investigation of any suspected or alleged fraud or abuse of the Service or if we are required by law to do so, for example under the Proceeds of Crime Act 2002 (as amended from time to time) and any other anti-money laundering or applicable legislation.

11.2 All information received by us from your use of the Service shall be used in accordance with our Privacy Policy which is available on the Apps and which we encourage you to review as it details how we may process your User Data. By using the Service, you consent to such processing. It is your responsibility to update and maintain changes to that information and we are entitled to rely on any information you provide to us.

11.3 If we have reason to believe that there has been or is likely to be a security breach or any other misuse of the Service we may suspend and/or terminate your subscription to the Service.

11.4 We are not obliged to monitor, detect or report any unauthorised use of the Service and you shall be solely responsible for all use of the Service made by you or anyone else using your User Data, for preventing unauthorised use of your User Data and/or mobile phone you are liable and responsible for all user charges that are incurred as a result of any such unauthorised use.

11.5 If you believe there has been any security breach such as the disclosure, theft or unauthorised use of your User Data or mobile phone you must notify us immediately by e-mailing us at: pocoyouk@buongiorno.com.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 **Ownership:** the copyright, database rights and other intellectual property rights (“**IPRs**”) in any Content and/or other material displayed on or via the Apps as well as its features, which includes text, data, graphics, photographs, videos, animation, images and audio-visual content (the “**Materials**”) are owned by or licensed to us by our third party licensors/suppliers.

12.2 These IPRs are protected under the laws of England and Wales, International treaties and all other applicable copyright and intellectual property laws. No licence is granted to you in respect of any such rights, except to the extent required for your personal use of the Service in accordance with this Agreement. Any unauthorised distribution of the Materials or the IPRs is strictly prohibited, and legal action could be taken against any such person who makes unauthorized distribution. Where applicable, each third-party supplier of Materials has the right to assert and enforce the provisions of this Agreement directly on its own behalf as a third-party beneficiary.

12.3 **Trademarks:** our goods and/or service marks (which may include a name, word, phrase, logo, symbol, design, image, shape, signature or any combination of these elements) are and shall remain the exclusive property and trade marks of the Company. You shall not be entitled to reproduce such trade marks and/or associated logos without our prior written consent of the Company on each occasion.

12.4 You agree to use the Materials solely for your own personal, non-commercial use and specifically not for any business, commercial or public purpose.

12.5 The following activities are strictly prohibited (unless you receive our express prior written permission on each occasion):

- a) any downloading, reproduction, modification, distribution or use of the Materials (except as otherwise permitted by this Agreement).
- b) deployment within this Service of any spider, robot web crawler or other automated query program;
- c) re-use and/or aggregation of any of the Materials in the provision of a commercial service;
- d) transfer of any of the Materials to any other person or entity, whether commercial or non-commercial or distribution through peer-to-peer networks or any other file sharing platforms; and
- e) public display and/or use of any Materials for any rental or sale purposes.

12.6 The copying and use of third party materials accessed via the Service is governed by the terms of use applicable to the third party website or service accessed by you.

13. SUBMITTING INFORMATION

13.1 By subscribing to or purchasing this Service or Content you agree that we may (1) request your telephone number or unique identifier from your MNO (mobile network operator) and (2) pass service data to MNO payments intermediary Infomedia Services Limited, 7 Premier Court, Moulton Park, Northampton, NN3 6LF, (Co. Reg. No. 09174992, DPR Reg. No. Z7172656) for the sole purposes of (1) applying the charge(s) to your mobile phone account, (2) meeting regulatory and MNO requirements, or (3) providing customer support services relating to this product or service.

13.2 You agree that the information supplied by you to us may be used by us or our affiliates for the following purposes which shall include but are not limited to: sending you messages, sending you promotional materials, monitoring the use of the Service, marketing purposes and from time to time evaluating if we can improve our services for customers, unless you text “**STOP**” at any time to **60201** to stop receiving promotional and marketing offers from us. Excluding personal data (which is covered in the Privacy Policy), all other information (including but not limited to comments, ideas, suggestions, concepts, data, technical information and graphics) submitted via the Service will become our exclusive property without obligation of confidentiality and we, at our sole discretion, shall be free to use such information for any purpose without any restriction whatsoever.

14. OUR LIABILITY

14.1 The following provisions set out all our liability to you (including any liability for acts and/or omissions of our parent company, subsidiaries, associated companies, employees, agents and sub-contractors) regarding:

a) any violation of this Agreement including any deliberate personal repudiatory breach or any deliberate violation of these terms and conditions by the Company, or our employees, agents or subcontractors; and

b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Services.

14.2 Nothing in this Agreement excludes or limits our liability for:

a) death or personal injury caused by our negligence; or

b) any matter which it would be illegal for us to limit or exclude or attempt to limit or exclude our liability for; or

c) fraud or fraudulent misrepresentation.

14.3 We are not liable or responsible for anything out of our control including but not limited to any loss or damage that you may suffer or incur because of any act of God, power cut; trade or labour dispute, failure or any omission of any government or authority; delay, interruption, obstruction, or failure of telecommunication services; or any other cessation; delay or failure caused by a third party or loss or corruption of data. In such an event, we reserve the right to cancel or suspend the Service indefinitely and without notice or incurring any liability whatsoever.

14.4 All representations, warranties and terms (express or implied) not set out in this Agreement are excluded to the fullest extent permitted by law and we shall have no liability to you in respect of the same.

14.5 You agree to indemnify us and hold us harmless in full and on demand with respect to any liability, damages, costs or claims which we may suffer or incur arising out of or in connection with your or your authorised persons use of the Service.

14.6 Subject to Clause 14.2 above:

a) our total aggregate liability to you in respect of direct loss and damage and other direct liability, whatsoever (howsoever caused), whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Service shall be limited to the aggregate of with the lesser of GBP £100 (one hundred Great British Pounds Sterling) or the monthly subscription charge paid by you in the preceding calendar month to the claim in question;

b) your or your authorised person's use of the Service is your responsibility and is entirely at your own risk and in no event shall we shall not be liable or responsible to you for any direct, indirect or consequential loss, damage(s) or liability (including without limitation, loss of profit, data, loss of goodwill, loss of contract or other information) or any claims for consequential compensation, loss or damage(s), whatsoever (howsoever caused)), which arise out of or in connection with the Service and any supplied Content or offers even if it was reasonably foreseeable and whether or not we have been previously made aware of it.

14.7 We accept no responsibility and shall not be liable to you for the content of or use by you of any information or services offered by third parties' advertising (including advertising by any referral companies) or otherwise posting information via the Service (whether directly or via links to or from other sites or resources or through framing or other electronic mechanisms), nor can we be said to endorse contents of such advertisements or information. In particular, we shall have no liability in respect of material hyper-linked which may be misleading, inaccurate, defamatory, threatening or obscene or otherwise not in accordance with applicable laws or regulations. The provision by us on the Service of a link to another website or app does not constitute any authorisation to access materials held at that website or the app, your use of those other websites or applications is subject to any terms of use and/or privacy policies on those websites or applications.

14.8 We make no representation or warranty about information or any other item(s) that may be accessed either directly or indirectly via the Service (save to extent expressly provided otherwise in the Service) and we reserve the right to make changes and/or corrections at any time to such information, without notice. We accept no liability for any inaccuracies or omissions (other than a fraudulent misrepresentation) in or from such information and any decisions based on such information are the sole responsibility of the visitor to the Service.

14.9 You agree that the exclusions of liability above and anywhere else in this Agreement are reasonable.

14.10 Your statutory or common law rights as a consumer (if any) are not affected by this Agreement.

15. GENERAL TERMS

15.1 Whole Agreement. This Agreement (which includes our Privacy Policy) constitutes the whole agreement between you and us to the fullest extent permitted by law.

15.2 We are an independent contractor. Nothing in this Agreement shall be deemed to create a partnership, agency or joint venture between you and the Company.

15.3 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights as a consumer under the Agreement. If you are unhappy with the transfer, you may contact us to end the Agreement.

15.4 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.5 Except as specifically stated in this Agreement, nobody else has any rights under this Agreement. The Agreement is between you and us. No other person shall have any rights to enforce any of its terms, except for our third party licensors/suppliers. The exercise of your rights and our rights, respectively, under this Agreement is not subject to the consent of any other person.

15.6 If a court finds part of this Agreement illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.7 Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Service, we can still require you to make the payment at a later date.

15.8 Which laws apply to this Agreement and where you may bring legal proceedings: This Agreement, including any dispute or claim arising out of or in connection to this Agreement, shall be governed by the laws of England and Wales. Legal proceedings in respect of the Service can be brought the courts of England and Wales. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that a violation of our IPRs (intellectual property rights) or any violation of this Agreement is taking place or originating. You are solely responsible for compliance with any applicable laws and regulations of the jurisdiction from which you are accessing or using the Service.

16. CUSTOMER SERVICE

16.1 We hope that you are pleased with the Service and that you will never have reason to complain - but if there is something you are not happy with we would like you to tell us about it so that we can try to put matters right. Should you wish to make a complaint with respect to the Agreement or the Service please contact us by emailing or writing to the postal address as follows:

a) Customer Service:

Address: Pocoyo House, Buongiorno UK Ltd., PO Box 70730, London EC2P 2LQ

Helpline: 0207 649 9636 (local call charge rate) or 0800 012 6182 (free from landlines but some network charges may apply from mobile phones)

Email: pocoyouk@buongiorno.com

A copy of our Complaints Procedure will be sent to upon request by you or in the event that you submit a complaint to us.

16.2 In the event that we are unable to resolve your complaint you may wish to consider referring to the Phone-paid Services Authority or the Ombudsman. You can also consider using an Alternative Dispute Resolution schemes (“ADR”). The contact details for these alternatives are set out below:

a) Phone-paid Services Authority (PSA):

address: 25th floor, 40 Bank Street, London, E14 5NR;
telephone: 0300 30 300 20 (Monday – Friday, 9:30am – 17:00pm);
website: <https://psauthority.org.uk/>.

b) Ombudsman Services:

telephone: 03304401614 (Monday – Friday, 9:30am – 17:00pm);
address: Ombudsman Services: Communications, PO Box 730, Warrington, WA4 6WU;
website: <http://www.ombudsman-services.org/>;

c) Communications and Internet Services Adjudication Scheme (CISAS):

telephone: 020 7520 3814;
address: Centre for Effective Dispute Resolution,
70 Fleet Street, London, EC4Y 1EU
email: cisas@cedr.com;
website: <http://www.cisas.org.uk/>.

d) Online Dispute Resolution

You can also access the Online Dispute Resolution platform, which is an official website managed by the European Commission dedicated to helping consumers and traders resolve their disputes out-of-court,

website: <https://webgate.ec.europa.eu/odr/>.

The Company is not obligated to use ADR entities to resolve disputes with consumer clients. An application to PSA or using the alternatives mentioned above does not relieve you from any obligation you may have to pay any amounts not in dispute.

16.3 Cancellation:

You are free to cancel your subscription at any time by following the instructions below:

Text: To unsubscribe from the Service at any time text “**STOP POCOYO**” to **60201**.

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Update: Last update September 2018