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Terms and Conditions

1. The content service (The Service) is provided by IDNA B.V. ("we/us/our"). Helpline: 0719786143 (Safaricom) and 0736431448 (Airtel). These conditions (including without limitation the information on how to use the service) which we publish in relation to the service apply to the service.
2. By subscribing to The Service, you acknowledge that you have read and understood, and agree to be bound by these conditions.
3. This is a subscription service. If you do not accept these conditions you must not subscribe to, or use The Service.
4. The Service will operate the following way:
5. After you follow the instructions and enter your mobile number on the website, you will be redirected to the final page where you will be asked to send a text message with the correct keyword to 22532. You will receive a welcome message with all relevant information regarding this service (price, amount of messages etc) and a description of the service. As part of your subscription and depending on the service you join, you will also receive SMS messages containing mobile content ("subscription message/s"). See under 9 for more information.
6. Users incur a one-off joining fee of 30 KSH when you subscribe to The Service. All messages received are charged at 30 KSH each inclusive of VAT.
7. A subscriber is a person (you or any individual using your mobile telephone) that has filled in his number and the pin code on the website.
8. By subscribing to The Service you agree to receive 5 charged subscription messages per week which contain any mobile content relating to The Service. The contents of these messages are intended for entertainment purposes only.
9. To use The Service you are a resident of Kenya who is aged not less than 16 years (excluding all employees of IDNA B.V. or associated companies), and members of their households or immediate families. If you are under the age of 16 you must have the express permission of an adult or the express permission of the owner of the mobile phone.
10. The SMS subscription mechanic is only open to consumers with a SMS compatible mobile phone connected to a service provider which permits text messaging to the telephone number we advertise for using The Service. We recommend you check with your individual service provider in this regard.
11. We reserve the right to verify the validity of subscription or subscriber and to disqualify any subscription or subscriber who tampers with The Service or who does not use The Service in accordance with these conditions
12. To voluntarily unsubscribe or opt-out of The Service the End User is required to send the word STOP to 22532. We reserve the right to suspend or bar a person from subscribing to The Service.
13. If for any reason The Service is not capable of running as planned due to any reason (including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes), including anything which may corrupt the integrity or proper conduct of The Service we reserve the right to unsubscribe, terminate, modify or suspend The Service.
14. As a result of subscribing to The Service, IDNA B.V. will collect certain personal information about you (such as your telephone number). Unless you object, which you may do as noted in these conditions, this information may be used to (i) send them news, information about our services and/or general marketing material which we believe may be of interest to you; (ii) provide you with news, information and material in relation to The Service; (iii) monitor who is using The Service; (iv) profile users. We may share your information for any purpose incidental to you using The Service . We will not otherwise disclose your personal information to third parties. If you do not wish us to use the personal information for any of these purposes, you must not use The Service.
15. If an End User of This Service advises us that they do not wish us to use their personal information for any particular purpose, we will endeavour to take the necessary measures to meet their request. Exceptions to this are: (i) where we are required to disclose information by law; (ii) where we believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security as a necessary part of their business; and (iii) if we notify the End User of an intended use or disclosure of their information and they do not object to that use or disclosure.
16. You release and agree to keep IDNA B.V. and associated companies indemnified from any claim, cost, demand, tax, liability or damage (including legal costs on a full indemnity basis) suffered or incurred by us, our directors, employees, agents and representatives arising out of use of The Service.
17. These conditions constitute the entire agreement between you and us as to its subject matter. By subscribing to The Service, you accept that the laws of the Netherlands are applicable and that any dispute will be brought before the competent court of Amsterdam, the Netherlands.
18. We are not responsible for any incorrect or inaccurate information, either caused by you or for any of the equipment or programming associated with or utilised in The Service, or for any technical error, or any combination thereof that may occur in the course of the administration of The Service 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 to or alteration The Service.
19. In the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside our reasonable control, we are entitled to unsubscribe, terminate, modify or suspend The Service.
20. If for any reason The Service is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of The Service, we are entitled in our sole discretion to disqualify any individual who tampers with The Service, to unsubscribe, terminate, modify or suspend The Service.
21. We are not liable for any failure to comply with these conditions. If any part or provision in these conditions is found to be invalid, unenforceable or illegal for any reason, that part or provision shall be severed and the remaining provisions shall continue in full force.
22. IDNA B.V. shall not be liable for any loss or damage whatsoever which is suffered (including without limitation direct, indirect and consequential loss and damages) or for personal injury suffered or sustained as a result of using or trying to use The Service, except for any liability which cannot be excluded by law.
23. The law implies various conditions and warranties which might apply to us supplying goods or services to you. We exclude all of those conditions and warranties to the fullest extent permitted by law, including without limitation implied warranties of merchantability and fitness for a particular purpose.
24. These terms and conditions constitute the entire agreement between you and IDNA B.V.
25. IDNA B.V. Stadhouderskade 85, 1073 AT Amsterdam, The Netherlands