

# Terms & Conditions applying to Your purchase of a UK Sim Card from myuksimcard.com

## 1. Definitions

In these Terms & Conditions the following words have the following meanings:

"Call Credits" means any amount paid in relation to your UK Phone Sim Card to be applied to the cost of calls made or services obtained in connection with your UK Phone Sim Card including any data allowance on the UK Phone Sim Card.

"Harmful Code" means any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door.

"Loss" means any loss, cost, liability or damage, including reasonable legal costs on a solicitor/client basis and, unless otherwise stated, includes consequential loss.

"Services" means the services offered by Three UK on the UK Phone Sim Card.

"Three UK" means Hutchison 3G UK Limited, trading as 'Three';

"UK Phone Sim Card" means the UK phone sim card supplied to You for use in a mobile phone.

"We/Us" means 51 Pegasi Pty Ltd ACN 610 845 906;

"Website" means myuksimcard.com

"You/Your" means you, the customer purchasing from myuksimcard.com, and any other third party that uses the purchase.

## 2. Binding Terms & Conditions

2.1 These Terms and Conditions (**Terms**) form the agreement (**Agreement**) between You and Us. We agree to provide the UK Phone Sim Card subject to the Terms.

2.2 These Terms are binding on any use of the UK Phone Sim Card and apply to You from the time that We provide You with a UK Phone Sim Card.

2.3 By using the UK Phone Sim Card, you acknowledge that you have read, understood, and accepted these Terms and you have the authority to act on behalf of any person or entity for whom you are using the UK Phone Sim

Card, and you are deemed to have agreed to these Terms on behalf of any entity for whom you use the UK Phone Sim Card.

- 2.4 Your Agreement is personal to You. Unless We give You written consent, You remain responsible for complying with Your Agreement and You may not pass any of Your rights or responsibilities to anyone else, even if You give them your UK Phone Sim Card.
- 2.5 We reserve the right to make changes to these Terms at any time, effective upon the posting of modified Terms on our Website. It is Your obligation to ensure that You have read, understood and agreed to the most recent Terms available on our Website.
- 2.6 These Terms incorporate the Privacy Policy and Website Terms and Conditions, in each case, as amended from time to time, which are available on our Website.

### **3. Services**

- 3.1 We will provide the UK Phone Sim Card. In doing so We do not act as an agent of Three UK nor are we associated with Three UK in anyway whatsoever. Any and all enquiries relating to your account with Three UK must be directed to Three UK.
- 3.2 The UK Phone Sim Card remains our property and we may recall it at any time for upgrades, modifications and/or when Your Agreement ends.
- 3.3 You acknowledge and agree that You have relied on your own judgment to evaluate the suitability of the UK Phone Sim Card for the purposes for which you require the UK Phone Sim Card. In particular, but without limitation, You acknowledge and agree that the terms and conditions that relate to Your use of the UK Phone Sim Card are those stipulated by Three UK at its website [www.three.co.uk](http://www.three.co.uk). You should carefully review the terms and conditions stipulated by Three UK before You use the UK Phone Sim Card.
- 3.4 We may change or withdraw some, or part of, the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing third party content providers and the need to remove, replace or modify content.
- 3.5 Call rates and the amount of Call Credits which will be applied to calls made using Your UK Phone Sim Card frequently change. Call rates and charges which are applicable at any given time will be displayed on our Website and it is Your responsibility to check any rates which are relevant for You and the use of Your UK Phone Sim Card.

- 3.6 Some UK Phone Sim Cards require user activation and if You have a UK Phone Sim Card which requires user activation such activation is Your responsibility and We will not provide a refund or replacement in the event that You fail to activate Your UK Phone Sim Card.
- 3.7 Call Credits last for a period of 30 days, commencing on the date that you activate the UK Phone Sim Card. Call Credits expire at 11:59pm on the 30<sup>th</sup> day. Following expiry of you Call Credits, Your ability to use Our Services may be terminated and any Call Credits remaining will be forfeited.
- 3.8 It is Your responsibility to ensure your Call Credits balance is maintained at a level which enables You to access the features you require. Certain Services and/or features will not be available once Your Call Credit balance reaches a certain level or ceases to have credit.
- 3.9 You may top-up Your Call Credit balance using any of the methods outlined on Our Website however We may at any time for any reason terminate a particular payment method, in which case You will be required to use an alternative method.
- 3.10 The UK Phone Sim Card will expire 90 days after initial activation or on another date as advised in writing by Us to You. After the expiry of your UK Phone Sim Card, it cannot be re-used, and the UK mobile number allocated to your UK Phone Sim Card will also expire and cannot be retrieved for future use.

#### **4. Warranties**

- 4.1 To the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the UK Phone Sim Card are excluded.
- 4.2 The UK Phone Sim Card is provided to You on an “as is” basis without warranty of any kind express or implied. We make no warranty as to the accuracy, completeness, currency or reliability of any content available through the UK Phone Sim Card. You are responsible for verifying any information before relying on it. Use of the UK Phone Sim Card is at Your sole risk.
- 4.3 We make no representations or warranties that use of the UK Phone Sim Card will be continuous, uninterrupted or error-free.
- 4.4 We will always try to make the SIM services available to You. However, the Services are only available within Three UK network and limited services may be available while roaming. Within Three UK coverage area, there may be places where access to the mobile services are limited or unavailable.

Available network coverage of the Three UK network may be viewed at [www.three.co.uk](http://www.three.co.uk). The coverage map shows the scope of the Three UK coverage area. Map depicts an approximation of outdoor coverage. Actual coverage area may differ substantially from area shown on the map, as coverage may be affected by terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors which do not allow Three UK to guarantee coverage or network availability

## **5. Your obligations and commitments**

- 5.1 You will not, in Your use of the UK Phone Sim Card, breach any law, breach any person's rights or otherwise cause Loss to Us or any other party. Without limitation You will not use and must use all reasonable endeavours to ensure that others using UK Phone Sim Card do not use it:
- (a) for any purpose that is defamatory, offensive, abusive, obscene, menacing, threatening, harassing, or illegal;
  - (b) for any (other) unlawful purpose;
  - (c) to do any act that may damage the Three UK network or systems or cause the quality of service to Three UK's own retail customers to be impaired;
  - (d) to engage in any activities in such a manner that is reasonably likely to expose Us to liability; or
  - (e) in a manner that does not comply with the terms of any legislation or license applicable to You.
- 5.2 You are responsible for all usage charges in respect of the use of the UK Phone Sim Card whether or not such usage charges were authorized by You and includes all usage charges in excess of the funds on your UK Phone Sim Card. It is Your responsibility to maintain security to the means of access to the UK Phone Sim Card and ensure unauthorized use does not occur. You are liable for all usage charges whether or not You have authorized the particular use of the UK Phone Sim Card by another person and You will continue to be liable for the usage charges if You allow another person to use the UK Phone Sim Card irrespective of whether You have authorized that person to use the UK Phone Sim Card. If your UK Phone Sim Card is lost, stolen or damaged, or You have sold or given away Your UK Phone Sim Card, You will remain responsible for all usage of the Services until such time as you ask us to suspend the UK Phone Sim Card or your Agreement is terminated in accordance with these Terms.
- 5.3 To the extent permitted by law, You irrevocably and unconditionally indemnify Us, Three UK, any other third party and each of their respective Related Corporations (each, an "Entity"), in full against any and all Loss incurred by or awarded against an Entity as a result of, or in connection with:
- (a) any breach of Your Agreement by You;

- (b) any fraud by You or any third person associated with You who uses or purports to use the UK Phone Sim Card;
- (c) any claim by You or any third party against Us in connection with Your use of the UK Phone Sim Card or by any third party that uses Your UK Phone Sim Card;
- (d) any infringement or non-compliance by You or any third party that uses Your UK Phone Sim Card, of any law, regulation, direction, order, code or guideline concerning privacy, including (without limitation) any law, regulation, direction, order, code or guideline applying to the recording of telephone calls; or
- (e) any transmission by You or any third party that uses Your UK Phone Sim Card of any Harmful Code through any electronic device or network.

Your indemnity to Us is a continuing, separate and independent obligation and is absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any way Your liability.

- 5.4 Before purchasing and/or using Your UK Phone Sim Card You must ensure that your mobile phone handset is unlocked and is network compatible for the countries in which You wish to use the Sim Card. We will not provide a refund or replacement sim card if the UK Phone Sim Card You are supplied with does not work because the handset You are using it with is locked or incompatible.
- 5.5 You may only use a UK Phone Sim Card with handsets or other devices that have been approved by Three UK and shall comply with all relevant legislation or regulations relating to such use. If You use a UK Phone Sim Card with any device and / or accessory that has not been approved by Three UK, You may not be able to utilise all or any of the Services and You shall accept the limitations of such device and / or accessory in accessing any of the Services, for which We shall not be held responsible in any respect. Furthermore, You must ensure that such use will not cause any damage or disruption to the Three UK network and / or in any way affect the use the Services by Our other customers.
- 5.6 You are solely responsible for ensuring that Your mobile telephone is network unlocked. If Your mobile telephone is network locked You will not be able to use the UK Phone Sim Card. We will not be liable to You for any costs incurred by You to unlock your mobile telephone to use the UK Phone Sim Card. You should carefully read the information about unlocking Your mobile telephone on our Website.
- 5.7 If you purchase a UK Phone Sim Card from Us, You acknowledge and agree that purchases are final, non-reversible and non-refundable. Call Credits are non-refundable, non-transferable and not redeemable for cash. You are

advised that we will also not refund nor transfer any remaining credit in your Prepaid Account even in the event of a loss or damaged UK Phone Sim Card.

- 5.8 You agree that risk in the UK Phone Sim Card provided by Us passes to You upon delivery.
- 5.9 If so required by the regulatory authorities, We may require You to provide us with your personal information and you hereby undertake to provide Your correct name, address, age and all such other factual information either before we connect You or before allowing You to access the Services. In respect of the foregoing, You warrant that all information provided is true and correct in all respect.

## **6. Events Beyond Control**

We will not be liable or deemed to be in default of any of Our obligations under the Agreement with You for any loss arising out of any occurrences or conditions beyond Our control, including but not limited to acts of terrorism, act of God, defects in vehicles, war, strikes, theft, delay, cancellation, civil disorder, disaster, Government regulations or changes in itinerary or schedule.

## **7. Limitation of Liability**

- 7.1 Except for clause 8, all terms, conditions, warranties, undertakings, inducements and presentations, whether express or implied, statutory or otherwise, relating to the UK Phone Sim Card are excluded.

- 7.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL HAVE NO LIABILITY TO YOU:

(A) WHERE SUCH PURPORTED LIABILITY IN ANY WAY ARISES OUT OF OR RELATES TO YOUR CONDUCT, OR ANY THIRD PARTY WHO USES YOUR UK PHONE SIM CARD;

(B) FOR ANY LOSS OF PROFIT, LOSS OF ACTUAL OR POTENTIAL BUSINESS OPPORTUNITIES, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THE AGREEMENT.

FURTHERMORE, IN NO EVENT SHALL OUR LIABILITY UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) FOR ANY ACT OR OMISSION ARISING

OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING ACTS AND OMISSIONS OF AT&T EXCEED THE SUM OF THE TOTAL PRICE PAID BY YOU FOR THE UK PHONE SIM CARD.

YOU AGREE THAT THIS CLAUSE 7.2 REPRESENTS A REASONABLE ALLOCATION OF RISK.

7.3 The exemptions, limitations, terms and conditions set out in these terms or conditions shall apply whether or not any damage is caused by negligence or actions constituting a fundamental breach of contract.

7.4 You acknowledge that any liability of Three UK to You in relation to the UK Phone Sim Card is governed by the Terms and Condition on which Three UK from time to time supplies services to its own retail customers.

## **8. NOT USED**

## **9. Suspension and Termination**

9.1 We may, at Our discretion, suspend or terminate Your Services without notice if:

- (a) You have not complied with any of the terms of your Agreement;
- (b) the remaining credit on Your UK Phone Sim Card falls below such limit as We may, in Our reasonable discretion, determine from time to time;
- (c) We reasonably believe You have provided Us with false or misleading details about Yourself;
- (d) We believe that Your UK Phone Sim Card has been lost or stolen;
- (e) We are aware or reasonably suspect that the handset which you are using in conjunction with the UK Phone Sim Card is lost or stolen equipment;
- (f) We receive a serious complaint against You which we believe to be genuine;
- (g) We are required to suspend Your Services by the emergency services or other government authorities;
- (h) We consider it necessary to safeguard the standard of Services or the integrity of Three UK network; or
- (i) in Our reasonable opinion, there is or has been unauthorised, unlawful, fraudulent or unreasonable use or usage of Services or the use of Services or any relevant equipment by You is causing or may potentially cause damage or interference to the Three UK network and/or such equipment.

9.2 Upon termination of this Agreement We will close Your UK Phone Sim Card and disconnect the Services and You will not be able to use the Services. Upon disconnection of the Services, any remaining credit on Your UK Phone Sim Card will be forfeited.

9.3 Termination of Your Agreement will not affect any existing right or liability that You or Us may have prior to such termination.

**10. Miscellaneous**

10.1 Your contract with Us is governed by and constructed in accordance with the laws of New South Wales, Australia and You agree to submit to the jurisdiction of the courts of New South Wales, Australia.

10.2 If any part of Your contract with Us is found to be invalid or of no force or effect, the contract shall be constructed as though such part had not been inserted and the remainder of the contract shall retain its full force and effect.

10.3 We will consider You have received information from us if it is included on our Website or if it is directly communicated to you by such means which we consider to be most appropriate for its purpose. Such means will primarily be by phone, text or multimedia messages to the mobile number associated with your UK Phone Sim Card.