

# **TERMS OF SALE**

## **applying to Your purchase of a UK SIM Card from ukprepaidsimcard.com.au**

**THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**

**YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH UKPREPAIDSIMCARD.COM.AU, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.**

### **1. Definitions**

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

"Activation Instructions" means the activation instructions for your UK SIM Card located at [myuksimcard.com/activate](http://myuksimcard.com/activate) or at such website URL as stated in your order confirmation email and included with your UK SIM Card.

"Call Credits" means the minutes, texts and data associated with your UK SIM Card and includes (a) any amount paid to purchase the initial UK SIM Card from Us which is pre-loaded with an allowance of minutes, texts and data, and (b) any amount paid to purchase a refill voucher to provide (i) minutes and texts to call and text from the UK to Europe and/or call and text from the UK or Europe to the USA, Canada or other countries, and (ii) an additional 30 days usage of your UK 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 SIM Card.

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

"UK SIM Card" means the UK SIM Card supplied to You for use in a mobile phone.

“We/Us” means 51 Pegasi Limited (Hong Kong Company Number 2626703);

"Website" means [www.ukprepaidsimcard.com.au](http://www.ukprepaidsimcard.com.au)

“You/Your” means you, the customer purchasing from [www.ukprepaidsimcard.com.au](http://www.ukprepaidsimcard.com.au), and any other third party that uses the purchase.

## **2. Binding Terms & Conditions**

- 2.1 You agree that your order is an offer to buy, under these Terms, all products listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept any orders in our sole discretion. These Terms and Conditions (**Terms**) govern the agreement (**Agreement**) between You and Us. We agree to provide the UK SIM Card subject to the Terms
- 2.2 These Terms are binding on any use of the UK SIM Card and apply to You from the time that We provide You with a UK SIM Card.
- 2.3 By using the UK 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 SIM Card, and you are deemed to have agreed to these Terms on behalf of any entity for whom you use the UK 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 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, and are subject to Your acceptance of, the Privacy Policy and Website Terms and Conditions, in each case, as amended from time to time, which are available on our Website. Notwithstanding the foregoing, Your acceptance of these Terms hereby signifies your acceptance of the Privacy Policy and Website Terms and Conditions.

## **3. Services**

- 3.1 We will provide the UK SIM Card as a third party supplier. In doing so We do not act as an agent of, are associated with, or exercise control over the any aspect of the services provided by 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 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 SIM Card for the purposes for which you require the UK SIM Card. In particular, but without limitation, You acknowledge and agree that the terms and conditions that relate to Your use of the UK 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 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 The price we charge for the UK SIM Card, its Call rates and the amount of Call Credits which will be applied to calls, texts and data usage made using Your UK SIM Card frequently change. Call rates and the amount of Call Credits 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 SIM Card.
- 3.6 Some UK SIM Cards require user activation and if You have a UK 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 SIM Card.
- 3.7 Call Credits last for a period of 30 days, commencing on the date that you activate the UK 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 recharge 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 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 SIM Card, it cannot be re-used, and the UK mobile number allocated to your UK SIM Card will also expire and cannot be retrieved for future use.
- 3.11 We will arrange for the shipping of the UK SIM Card to you. Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments

#### **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 SIM Card are excluded.
- 4.2 The UK 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 SIM Card. You are responsible for verifying any information before relying on it. Use of the UK SIM Card is at Your sole risk.
- 4.3 We make no representations or warranties that use of the UK SIM Card will be continuous, uninterrupted or error-free.
- 4.4 We will always try to make the UK SIM Card 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 including roaming areas in Europe, 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.
- 4.5 We respect your privacy and are committed to protecting it. Our Privacy Policy located at [ukprepaidsimcard.com.au](http://ukprepaidsimcard.com.au), governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site

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

- 5.1 You will not, in Your use of the UK 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 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 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 SIM Card. It is Your responsibility to maintain security to the means of access to the UK 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 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 SIM Card irrespective of whether You have authorized that person to use the UK SIM Card. If your UK SIM Card is lost, stolen or damaged, or You have sold or given away Your UK SIM Card, You will remain responsible for all usage of the Services until such time as you ask us to suspend the UK 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 SIM Card;
- (c) any claim by You or any third party against Us in connection with Your use of the UK 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 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 SIM Card You must ensure that your mobile phone handset is network unlocked and is technically compatible for the countries in which You wish to use the UK SIM Card. We will not provide a refund or replacement UK SIM Card if the UK SIM Card You are supplied with does not work because the handset You are using it with is locked or incompatible. More information about a network unlocked mobile phone handset and a technically compatible mobile phone handset can be found on our Website at <https://www.ukprepaidsimcard.com.au/questions/>.
- 5.5 You may only use a UK 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 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 and technically compatible. If Your mobile telephone is network locked and/or not technically compatible You will not be able to use the UK SIM Card. We will not be liable to You for any costs incurred by You to unlock your mobile telephone to use the UK SIM Card. You should carefully read the information about unlocking Your mobile telephone on our Website at <https://www.ukprepaidsimcard.com.au/questions/>.
- 5.6A Before using the UK SIM Card you are required to read, understand and accept the Activation Instructions for the UK SIM Card. The Activation Instructions include very important information about how to activate your UK SIM Card and how to correctly use your UK SIM Card. Failure to read, understand and accept the Activation Instructions may mean that your UK SIM Card does not work properly, or at all. We are not responsible for your UK SIM Card not working properly, or at all, if you fail to read, understand and accept the Activation Instructions
- 5.7 If you purchase a UK SIM Card from Us or if you purchase a recharge voucher for additional Call Credits, 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 on your UK SIM Card even in the event of a loss or damaged UK SIM Card.

- 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 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 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 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 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. Australian Consumer Law**

- 8.1 If your purchase takes place in Australia, certain legislation including the Australian Consumer Law (**ACL**) in the Consumer and Competition Act 2010 (Cth), and similar consumer protection laws and regulations may confer You with rights, warranties, guarantees and remedies relating to the provision of services by Us to You which cannot be excluded, restricted or modified (**Statutory Rights**).
- 8.2 If a supply under these terms and conditions is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing in these Terms removes Your Statutory Rights as a consumer under the ACL. You agree that Our liability for Services provided to consumers is governed solely by the ACL and these Terms. To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Us are excluded under these Terms.
- 8.3 Except for your Statutory Rights, all material and work is provided to You without warranties of any kind, either express or implied; and We expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.
- 8.4 If You are a consumer as defined in the ACL, the following applies to You: We guarantee that the services We supply to You are rendered with due care and skill; fit for the purpose that We advertise, or that You have told Us You are acquiring the services for or for a result which You have told Us You wish the services achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent We are unable to exclude liability; Our total liability shall be limited to:
- (i) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
  - (ii) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the

cost of replacing the goods, supplying equivalent goods or having the goods repaired.

## **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 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 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 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 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 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 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 SIM Card.