

Transatel DataSIM

Terms & Conditions (“T&C’s”)

Article 1. Definitions and framework

1. The Transatel data SIM card (“Transatel DataSIM”) is a mobile prepaid SIM Card, which can be incorporated into a compatible equipment (i.e. a tablet, a PC, a 3G dongle or a mobile hotspot), in order to use mobile data services (the “Services”). The Services are based on the Transatel mobile roaming services and are limited to the countries where Transatel has signed a mobile roaming agreement, and subject to the conditions of such mobile roaming agreements.
2. Transatel is a French “Société Anonyme” with a Management Board and a Supervisory Board, registered with the Nanterre Trade and Companies Register under the number B 432 786 432 (VAT no. FR 49 432 786 432).
3. The Transatel DataSIM is described on the website: www.transatel-datasim.com.
4. No mobile number is given to the customer (“Customer”) and the Customer cannot make phone calls (even emergency calls) or send SMS with its Transatel DataSIM.
5. The countries where the Customer can use the Transatel DataSIM are detailed on the website: www.transatel-datasim.com.
6. The Transatel DataSIM is sold directly by Transatel on its dedicated website or is sold by Transatel independent distributors into a pack (“Pack”). The Pack includes the T&C’s (excluding the tariffs).
7. The Transatel DataSIM pricing is detailed on the website: www.transatel-datasim.com.
8. A Self-care is provided for the Customer to subscribe and/or top up the Services.

Article 2. Agreement

1. This agreement (“Agreement”) will commence and a binding contract will exist between Transatel and the Customer when the Customer subscribes to the Services. It will continue until terminated as set out here.
2. Where you have entered into this Agreement with us through our website, you have the right to cancel this Agreement any time within fourteen (14) days, unless you are acting in the context of your business activity, by contacting the customer service department by telephone or e-mail. These are clear days (full day from 0 to 24 hours) and business days (Monday to Saturday; only Sundays and official public holidays are not business days). However, you will not be able to retract if you make your first Data connection before the end of the 14-days period. If you exercise this right then we will refund any remaining credit associated with your account and any delivery charge which we told you in advance. Any promotional offers or free Services will not apply when you decide to cancel in this way.
3. All Services, including any related offers and promotions may be subject to specific additional terms and conditions advertised in our marketing literature and / or on the website. Please check our website regularly as these terms and conditions are updated from time to time.
4. You will remain responsible to us under this Agreement for the actions of any other person you allow to use the Services where we have not consented to a transfer of this Agreement.

Article 3. Our obligations

1. Transatel will provide the Services in accordance with the Agreement, and as described in the current price plan, from the date of activation of the SIM card.
2. We try to make sure that the Services are available to you wherever possible; however both availability and quality of the services may be affected by things we cannot control such as physical obstructions, atmospheric conditions and outages on the Network where such outages and their remedies are not within our control. We or our Network Operator may from time to time need to carry out upgrade or maintenance work on the Network which may affect

the availability and/or quality of the Services. We will endeavor to keep such disruption to a minimum but this may not always be within our control.

3. We shall provide the Services with reasonable skill and care and we shall use reasonable efforts to make the services available to you. If you experience problems with our services or suspect a fault, please contact us.
4. We may from time to time and without notice, change the services in order to comply with safety, regulatory, statutory and other requirements. We will try to ensure that this does not materially affect the scope of the services.
5. If the Service is interrupted for more than two (2) days, or if the lead-time for delivery of my SIM card is more than three (3) weeks after the date you have entered into this Agreement, you are entitled, provided this interruption or this delay is attributable to a breach by Transatel (and not to a breach by the carrier for example), to request from Transatel a refund corresponding to the proportion of the bundle which you paid whilst not having access to the Service.
6. Your personal information is covered by the French legislation protecting it. Transatel undertakes to take all necessary steps to ensure the protection and confidentiality of your personal information and may not use it for purposes other than management of the clientele, market research, prevention of fraud and/or offences. You are entitled to consult this information at any time and to send a request for rectification or removal should it be incorrect, incomplete or irrelevant. You must make this request by sending a written, dated and signed request to Transatel (Customer service department), together with a photocopy of both sides of my identity card.

Article 4. Your obligations

1. You must use the services in accordance with this Agreement, and any other reasonable instructions we give you from time to time.
2. The Transatel DataSIM does not have PIN code by default. You can configure one PIN code by yourself from your device if you want to. You must tell us immediately if your card has been stolen.
3. You are responsible for all charges incurred on your Account whether or not they are incurred by you personally except those incurred after you have notified us of the loss or theft of your SIM card and we have acknowledged it.
4. You agree that you will always comply with this Agreement and that we and our Network Operator have the rights set out there. You will be responsible to us for any losses, expenses or other costs incurred by us without limit as a result of your breach of this clause.
5. You must disclose your date of birth to us when you open your Account. You must also provide us with a copy of your ID or passport before you first begin to use the services. If not we reserve the right to suspend immediately the services.
6. You acknowledge that Transatel may suspend immediately certain services in case they do not comply with the applicable laws.
7. You are responsible for the way you use the services and we will not be responsible for any content sent or received by you.
8. You are responsible for updating us as soon as reasonably possible of any changes to your contact details.

Article 5. SIM cards

1. All SIM cards that we provide to you remain either our property or the property of Transatel. We may replace your SIM card at any time during this Agreement and may also require you to return your SIM card to us.
2. You must advise us if your SIM card is lost, stolen or damaged. We will replace any SIM card, free of charge if it is defective however we reserve the right to charge you for a replacement where a SIM card appears to have been damaged by deliberate misuse or carelessness.

Article 6. Credit and charges

1. In order to use the services you must have sufficient credit and/or bundle recorded against your account. Where you are using the services and your credit and/or bundles run out we may cease providing you with those services until you record further credits or bundles against your account. From time to time we may impose limits on the total amount of Top-Up credit or number of Top-Up you may associate with your account during any period of time.
2. Your use of the Services is charged in accordance with the then current rates applicable to your chosen price plan. Charges and, in respect of allowances, consumption will be deducted from the top-up (credit and/or bundle) associated with your account. In the event that charges are incurred simultaneously they will be deducted simultaneously. All available price plans are published on the website and will be regularly updated with price changes and special offers. We can change the charges applicable to you at any time by posting the changes on the website. You can contact Customer services and request details of our prices or any price change at any time.
3. Top up credit and bundles allowances may only be used for our services and you will not be entitled to receive any cash refund for any remaining credit or allowance unless expressly stated otherwise in this agreement. Credit and allowances are also not transferable and no interest will be applied or payable to credit balances or allowances.
4. If you purchase a physical top up voucher that shows an expiry date, the credit and/or allowance provided for by that top up voucher must be redeemed prior to that date. No refunds will be given for any failure to redeem credit or consume any allowance prior to its expiry.
5. Your account may automatically be closed and your SIM card deactivated eighteen (18) months after you did not use the Services and pay for such a using.

Article 7. When you may suspend or disconnect

1. We may, without liability to you, suspend or disconnect you fully or partially from the Services, without notice:
 - a) If we are entitled to terminate this Agreement due to your failure to comply with this Agreement but elect to provide you with an opportunity to remedy such failure whenever reasonably practicable.
 - b) If we are required to do so by the Government and emergency service organization or any other competent body or lawful authority
 - c) For repairs or maintenance, or for operational or security reasons.
 - d) In circumstances where we observe fraudulent or unusual use of your Account or one or more service (e.g. abnormal high usage patterns)
 - e) If we have a good reason to suspect a breach by you of this Agreement
 - f) If you advise us that your SIM card has been stolen/lost/damaged or destroyed
 - g) If your SIM card or device is interfering with the normal operation of the network or if your account is in arrears
 - h) If you did not return all your contact information 15 days after you made your first data connection
 - i) If you do not use the service in compliance with the applicable laws and regulations, and other conditions included in the mobile roaming agreements of Transatel

Article 8. Changing the agreement

1. This section applies to all changes to the Agreement except changes to our charges, which are described already above.
2. We can change or update the Agreement at any time. We will only do this if we have a valid reason, for example to reflect changing arrangements with our roaming partners, or changing legal, regulatory or business requirements.
3. Where we make a significant change to this Agreement, we will notify you about this change and also place details on the Website. If you do not agree with a significant change to this Agreement, you may stop using the Services and terminate the Agreement.

Article 9. Internet access

1. We do not make any warranty as to the accuracy, completeness, reliability or continuous supply of the content or information contained on any third party sites or resources accessed via the Services.
2. We will not be responsible for any harm you suffer from any virus that gains access to your equipment, whether transmitted via the Services or otherwise. It is your responsibility to protect your equipment with suitable anti-virus software.

Article 10. Online payment

1. Transatel can ensure its customers that the online payment process is totally secured by Ogone.
2. Transatel keeps the right to refuse and block any top up or suspend the line for any fraudulent usage of yours.

Article 11. Devices

1. The customer has to follow the indications given by Transatel in terms of technical norms imposed by competent authorities.

Article 12. Contact

1. For any information or request vis-à-vis Transatel, kindly contact the customer service department, the contact details of which are as follows:
2. Transatel-Customer service
 - Tel.: 0033 1 74 95 95 11
 - Email : datasim.customerservice@transatel.com
3. - Address: please refer to our website.

Article 13. Applicable law

1. If you are a retailer, any dispute may be referred to the Courts within the jurisdiction of the Versailles Court of Appeal (Cour d'appel de Versailles), in France.