

Terms & Conditions for the use of Lycamobile SIM and TOP-UP Vouchers

General Terms and Conditions:

These general terms and conditions describe the rights and obligations of Lycamobile SRL and its Customers concerning the delivery, performance and use of the Products and Services.

1.

DEFINITIONS

1.1

Acceptable Use Policy: The policy governing the use of the Products and Services by a Customer whether required by Lycamobile or the telecommunications operator of any Network that facilitates access to the Services. The Acceptable Use Policy is described in clause 5 below.

1.2

Account: The mobile telephone account registered or activated by a Customer that Lycamobile uses to provide the Products and Services and which records a Customer's use of the Products and Services.

1.3

Agreement: These general terms and conditions, the User Guide accompanying the SIM Card, and the Charges published by Lycamobile from time to time, including any special offers. The Agreement starts when a Customer registers or activates an Account, uses our Top-Up Services or uses our Services, whichever occurs first.

1.4

Charges: The tariffs applicable from time to time for the use of the Services, including any connection fees and special offers. The current tariffs are available at www.lycamobile.ro/en/internationalrates.

Call Charges shall be made as follows:

- For local calls, the first minute is indivisible, from the second minute by the second (60 + 1 billing)
- For international calls, the first minute is indivisible, from the second minute by the second (60 + 1 billing)
- For calls made in roaming, calls are charged by rounding up to the second after the first 30 seconds (EU 30 + 1 billing).
- The number of characters per SMS is 160 characters including spaces. Some special characters may count as two or more common characters. Two or more SMSs can be linked.
- SMS charging occurs when an SMS is sent regardless of whether it is delivered or not.
- Data traffic charging is done in multiples of 125 KB
- Data traffic charging when applying overcharges for extra consumption of traffic data included in the chosen package or reasonable use in EEA and EU is done in kilobytes
- Customer Service is free and unlimited - within the limits of reasonable use and in good faith
- No connection fees are charged
- Access to value-added numbers is not provided.

1.5

Customer: Any individual, company or partnership that registers or activates an Account with Lycamobile. In these general terms and conditions, the Customer is sometimes referred to as “you” or “your”.

1.6

Customer Services Department: The department of Lycamobile that you may contact for any enquiries about the Products or Services. You may contact the Customer Services Department in several ways:

- ✓ dial 151 from a Lycamobile Account
- ✓ dial +40 377 881 276 from any other telephone
- ✓ visit the website of Lycamobile at www.lycamobile.ro
- ✓ email the Customer Services Department at cs@lycamobile.ro

1.7

Lycamobile: Lycamobile SRL (company registration number 33271235, J40/6958/2014) with its registered office located at Strada Albești, Nr. 8, Sector 2, Bucharest, Romania 021515. In these general terms and conditions, Lycamobile is sometimes referred to as “we”, “us” or “our”.

1.8

Network: The telecommunications networks used by Lycamobile to provide the Services to you.

1.9

Personal Data: The personal information that you provide to Lycamobile or that Lycamobile generates, collects, uses, processes and stores about you while providing the Services, including but not limited to your name, address, date of birth, mobile telephone number, call data records including Traffic Data and Location Data, top-up records, credit card or debit card details, billing records, voice mail recordings, copies of e-mails including your email address, and records of Customer Services Department enquiries made by you.

1.10

Privacy Policy: The policy that describes how Lycamobile generates, collects, uses processes and stores your Personal Data. The current Privacy Policy is available at www.lycamobile.ro/ro/privacy.

1.11

Products: The Lycamobile SIM Card and Lycamobile Top-Up Voucher and any other products offered by Lycamobile, including promotional products.

1.12

Roaming Services: The mobile telephone services that you use when travelling outside Romania.

1.13

Services: The mobile telephone services that Lycamobile provides to you, including voice calling, messaging and data services, voicemail, calling line identification presentation (CLIP), calling line identification restriction (CLIR), Top-Up Services, Roaming Services and the services provided by the Customer Services Department.

1.14

SIM Card: The prepaid, pre-activated card that allows you to access and use the Services by inserting the SIM Card into a compatible GSM mobile telephone.

1.15

Top-Up Services: The services you may use to add credit to the balance of your Account, including the Top-Up Voucher, Online Top-Up and Auto Top-Up.

1.16

Top-Up Voucher: A multifunction voucher (whether in physical or electronic form) containing an 11 digit code that allows you to access and use the Services by redeeming the face value of the voucher.

1.17

User Guide: The guide or documentation supplied with your SIM Card which explains how you may access and use the Services.

2.

THE SERVICES

2.1

Lycamobile will immediately connect you to the Services as soon as you register or activate your Account. As long as you have sufficient credit in your Account, you will be able to continue using the Services until either Lycamobile or you decide to end the Agreement in the ways allowed in this Agreement.

2.2

Lycamobile will provide the Services to you using its own Network and the Networks of one or more telecommunications operators. Occasionally any of these Networks may be unavailable for maintenance, modifications, upgrades, emergencies or to protect the security of the Network. At these times the Services may be temporarily unavailable.

2.3

Mobile telephony is a form of wireless communication and operates on the basis of the transmission of radio and signal frequencies. The transmission of these radio and signal frequencies may be affected by congestion on the Network due to the number of calls or messages or the amount of data being sent and received.

2.4

The transmission of the radio and signal frequencies may also be affected by the location of the base stations, obstacles such as buildings or underpasses, and by external factors such as geographic or atmospheric conditions. The Services may also be affected by the quality of the GSM mobile telephone chosen and used by you.

2.5

The Roaming Services are subject to the roaming contracts and service quality levels that have been agreed between other national and international telecommunications operators. Lycamobile does

not have any control over the contracts or service quality levels agreed between these telecommunications operators.

2.6

For the reasons described above, Lycamobile does not warrant or guarantee that the Services will be uninterrupted or error free (in terms of Network availability, quality or coverage) in all locations at all times, or that the Services will be suitable for your specific requirements, or that the Services will be completely secure against unauthorised interception.

2.7

Lycamobile will endeavour to keep any disruption to the Services to a minimum; however Lycamobile will not be liable to you for any loss, damage or inconvenience incurred by you as a result of any disruption to the Services for the reasons described above.

2.8

Certain types of calls or messages are excluded from the Services, such as certain premium rate services. We reserve the right to restrict access to these telephone numbers and services.

2.9

We do not guarantee or endorse any third party content that you may access or use. Your use of any third party content is entirely at your own risk. We do not guarantee access to third party content where you access or download the content from the internet or upload or transmit content using the Services.

2.10

Itemised statements of your Account and the record of your use of the Services, including calls and messages made or received and top-up information, are excluded from the Services. You may access this information by logging in to your Account.

2.11

Our Customer Services Department can supply details of the other mobile operators we have porting arrangements with from time to time.

3.

THE SIM CARD

3.1

The SIM Card is used by inserting it into a compatible GSM mobile telephone. When the SIM Card has been inserted and you have registered or activated your Account, you will have access to, and be able to use, the Services.

3.2

Associated with your SIM Card is the PIN code (personal identification number) and the PUK code (personal unlocking key). The PIN and PUK codes must never be kept together. You will take every necessary precaution to preserve the secrecy of your PIN and PUK codes. You will be liable for any fraudulent or improper use of your SIM Card or Account that results from the intentional or accidental disclosure of your PIN or PUK code or the transfer of your SIM Card to another person.

3.3

The SIM Card remains the exclusive property of Lycamobile. You must retain the SIM Card and not lose or damage the SIM Card. Lycamobile will only replace a SIM Card where it is found to be defective by reason of faulty workmanship or design. Lycamobile may charge you for a replacement SIM Card where Lycamobile reasonably believes that you are responsible for the loss or damage of your original SIM Card or where someone has stolen your original SIM Card. It is your responsibility to promptly inform Lycamobile of any loss, damage or theft to your SIM Card, or any fraudulent or improper use of your SIM Card.

3.4

If you do not use your SIM Card to make a voice call, or send a message or data, or if you do not purchase a top-up using the Top-Up Services, for a period of ninety (90) days from the date you registered or activated your Account or your last use of the Services (whichever is later), Lycamobile will contact you by SMS or e-mail advising you that your SIM Card will be deactivated. Lycamobile will then provide you with an additional thirty (30) days to make a voice call, send a message or data, or purchase a top-up using the Top-Up Services.

3.5

If you make a voice call, send a message or data, or purchase a top-up using the Top-Up Services within the additional thirty (30) day period, your SIM Card will remain active. Any previous credit balance in your Account will remain available for you to use, and you will be able to access and use the Services.

3.6

If you do not make a voice call, send a message or data, or purchase a top-up using the Top-Up Services within the additional thirty (30) day period, your SIM Card will be deactivated. If the SIM Card is deactivated, your specific telephone number will be reallocated to another Customer, you will not be able to access or use the Services, and you will not be entitled to a refund of any credit balance in your Account.

4.

TOP-UP SERVICES

4.1

The Services are prepaid services. You are required to Top-Up in advance so your Account is in credit. As Charges are incurred they will be deducted from the amount credited to your Account. No bill or invoice or statement will be issued to you. You may check your credit balance from time-to-time by calling our Customer Services Department.

4.2

You pay for the Services by topping-up your Account using any one of the Top-Up Services available from Lycamobile. You may use the Top-Up Services at any time after registration or activation of your Account. There are several ways that you may top-up your Account:

You may purchase a Top-Up Voucher at any participating retail outlet and activate the PIN code by following the dialling instructions on the Top-Up Voucher. You may also activate the PIN code for a Top-Up Voucher purchased at a participating retail outlet by using the Online Top-Up.

You may register your details with Lycamobile, purchase a Top-Up Voucher online and activate the PIN Code by using the Online Top-Up.

You may register your details with Lycamobile and subscribe to “My Lycamobile” and the Auto Top-Up facility.

You may register your details with Lycamobile and then contact the Customer Services Department.

4.3

If you top-up your Account within one hundred and twenty (120) days from the date you registered or activated your Account or your last use of the Services (whichever is later), the amount of the top-up credit you purchased will be added to the credit balance in your Account at the time of your top-up.

4.4

The credit balance in your Account may only be used for the Services. You are not entitled to receive any cash refund for any credit balance remaining in your Account at any time, including where you fail to use the Services and your SIM Card has been deactivated or where this Agreement has been terminated.

4.5

Interest is not payable on any credit balance in your Account. Each time you use the Services (or someone else uses your GSM mobile telephone) the credit balance in your Account will be reduced for the voice call, message or data you are making or sending according to the destination and the current Charges.

4.6

For the avoidance of doubt, any Top-Up Voucher shall expire on the date stated on the Voucher (if any).

5.

ACCEPTABLE USE POLICY

5.1

You agree to use the SIM Card in a compatible GSM mobile telephone for the purpose of using the Services. Lycamobile is not the supplier of the GSM mobile telephone. You are solely responsible for any fault with the GSM mobile telephone which may cause interference or problems with your use of the Services.

5.2

You agree not to use the SIM Card or the Services and not to permit another person to use your SIM Card or the Services:

- ✓ fraudulently or in connection with a criminal offence;
- ✓ for the purpose of making an unsolicited communication or storing and/ or communicating any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax, or which is a breach of privacy, an infringement of copyright, or is otherwise unlawful,

- ✓ to knowingly and deliberately cause annoyance, inconvenience or needless anxiety to another person,
- ✓ to make or send any illegal, offensive, abusive, indecent, defamatory, obscene, harassing or menacing call or message to any Customer Services Department representative,
- ✓ to transmit a virus or other malicious software, use the Services in a manner that impairs the operation or security of the Network or may cause death, personal injury or damage to property,
- ✓ with equipment that is not approved for use with the Network, including, but not limited to, SIM-boxes, SIM-gateways, and any other device to route traffic through the Network.
- ✓ to support calls to call forwarding services, onward calling services or calls to telephone numbers which pay a revenue share or resell to others or commercially exploit our Services, or
- ✓ otherwise than in line with the conditions of this Agreement. Failure to comply with any of these obligations may result in the consequences set out in clause 5.4.

5.3

The services are for personal use only. Personal use means that an individual person uses the Services for reasonable private use only. Use of the Services for business purposes (including carrying out the operations of companies, large groups and organisations) falls outside personal use and is prohibited. Failure to comply with this provision may result in the consequences set out in clause 5.4.

5.4

If Lycamobile reasonably suspects that you have failed to comply with any of the provisions of clauses 5.2 or 5.3, Lycamobile shall have the right to suspend, partially or fully, your access to the Services and/ or terminate this Agreement without prior notice and with immediate effect. If Lycamobile terminates this Agreement for this reason, your SIM Card will be deactivated. If the SIM Card is deactivated, your specific telephone number will be reallocated to another Customer, you will not be able to access or use the Services, and you will not be entitled to a refund of any credit balance in your Account.

5.5

Upon activation of a SIM Card, the purchase of a Top-Up Voucher or the use of the Top-Up Services, you may be required to register your Personal Data with Lycamobile, such as your name, address, date of birth, credit card or debit card details. If Lycamobile determines that the Personal Data that you provide is false, Lycamobile shall have the right to suspend, partially or fully, your access to the Services and/ or terminate this Agreement without prior notice and with immediate effect. If Lycamobile terminates this Agreement for this reason, your SIM Card will be deactivated. If the SIM Card is deactivated, your specific telephone number will be reallocated to another Customer, you will not be able to access or use the Services, and you will not be entitled to a refund of any credit balance in your Account.

5.6

Lycamobile reserves the right, in its absolute discretion (and without prior notice), to restrict or prevent access to certain websites and services over its Network, including Voice over Internet Protocol ('VoIP') services. When we decide to restrict or prevent access under this paragraph, you may receive a message stating that the website or service is "not available".

6.

DATA PROTECTION AND PERSONAL DATA

6.1

Lycamobile will only generate, collect, use, process and store your Personal Data in accordance with all applicable laws and regulations, as amended from time to time, including the rules imposed by the National Supervisory Authority for Personal Data Processing under Law No. 682/2001.

6.2

Lycamobile has implemented appropriate technical and organisational security measures to protect your Personal Data against accidental or unlawful destruction, accidental loss or alteration, or unauthorised or unlawful storage, processing, access or disclosure.

6.3

By registering or activating an Account with Lycamobile, you consent to Lycamobile collecting, processing and sharing Personal Data provided by you or generated in the course of supplying the Services to you, including details of voice calls, messages or data that you have sent ("Traffic Data") and the geographic position of your GSM mobile telephone ("Location Data") for the purpose of:

- ✓ supplying the Products and Services to you,
- ✓ the administration of your Account by the Customer Services Department,
- ✓ providing you with service information, for example about Network faults,
- ✓ market research and recording your direct marketing preferences, and
- ✓ complying with applicable laws and regulations.

6.4

For Lycamobile to perform its obligations under this Agreement, Lycamobile may need to disclose your Personal Data to other companies that will process your Personal Data on behalf of Lycamobile. These third parties are permitted to use your data only in accordance with our instructions and the law.

6.5

Lycamobile may also need to transfer your Personal Data to third parties, for example our suppliers and service providers, in countries outside Romania and the European Economic Area. For example, Lycamobile uses call centre and technical services from associated companies based in India and Morocco. Where the data protection laws of these countries do not provide the same level of data protection as in Romania, we will take steps to ensure your privacy rights are at least as compliant with the requirements of the law of Romania, including requiring appropriate security measures from such third parties, set out in a contract between us, to protect your Personal Data; and monitoring compliance with such security measures for the lifetime of our relationship with such third parties.

6.6

Lycamobile may from time to time monitor or record your conversations with the Customer Services Department. This may be done for quality control purposes, to improve the Services, to ensure compliance with governmental, regulatory or enforcement agency requests or to detect fraud.

6.7

Lycamobile will, subject to the applicable laws and regulations, provide you with a copy of your Personal Data stored by Lycamobile upon your written request. Lycamobile may charge a nominal administration fee for providing you with a copy of your Personal Data. It is your responsibility to notify Lycamobile of any changes to any Personal Data provided by you to Lycamobile. You may also request that any incorrect information is corrected. Where permitted by the applicable laws and regulations, Lycamobile will delete Personal Data upon your written request.

7.

DIRECT MARKETING, DIRECTORY SERVICES AND CALLER DISPLAY

7.1

Lycamobile and other Lyca companies may contact you by post, telephone, e-mail or SMS to let you know about products and services offered by Lycamobile and other Lyca group companies, including any special offers and promotions, which may interest you. By entering into this Agreement, you explicitly consent to receiving this information or being contacted in this way. If you do not wish to receive this information or be contacted in this way, you may at any time, free of any charge, opt out of this direct marketing by asking Lycamobile to put your name on a designated list. You may make this request by contacting the Customer Services Department or by sending an e-mail to unsubscribe@lycamobile.ro

7.2

At your request, Lycamobile or a third party acting on our behalf will enter your information in a national or other directory. We are not obliged to verify the accuracy of the information you provide. You may request to have a notation included in the directory indicating that you do not wish to receive telemarketing calls or messages, and that your personal data may not be transferred for commercial purposes. We will not be responsible if, notwithstanding such notation, a third party sends you any telemarketing calls or messages.

7.3

Your telephone number will generally be displayed to any person you call, regardless of whether your number is registered in a directory. You may request us to suppress your number permanently or you may suppress the number for each individual call. In some cases, the display or suppression of your number cannot be ensured for technical reasons, e.g. during calls to third party networks, in SMS messages, calls to emergency numbers, or calls to our Customer Services Department.

8.

LIABILITY OF LYCAMOBILE

8.1

Lycamobile does not accept any liability for the delivery, performance and use of the Products and Services other than as stated in this Agreement.

8.2

Lycamobile is not responsible for damage or loss or inconvenience incurred by you and that results from the content of any voice call, message or data sent or received by you.

8.3

Lycamobile is not responsible for damage or loss or inconvenience incurred by you and that results from the involvement of a third party, including governmental, judicial or administrative bodies.

8.4

Lycamobile is not responsible for any damage or loss incurred by you where such damage or loss is indirect, consequential or not a reasonably foreseeable result of a breach by us (including without limitation, loss of profits, loss of earnings, loss of goodwill and/or lost opportunities); nor where we are not at fault or to the extent you have contributed to the damage or loss; nor for any damage arising from simple negligence.

8.5

In the event your SIM Card is lost or stolen, or you believe your SIM Card is being used in a fraudulent or improper manner by another person, you must promptly contact the Customer Services Department. Lycamobile will then be able to block the use of your SIM Card. If you fail to promptly contact the Customer Services Department, you will be liable for all Charges relating to the use of the SIM Card until you do notify us, regardless of whether the Charges were incurred by you or someone else.

8.6

Lycamobile is not responsible for the failure of any retail outlet to properly activate your SIM Card or Top-Up Voucher or process any payment you made. In these cases, you should contact the retail outlet where you obtained your SIM Card or purchased your Top-Up Voucher and request a refund.

8.7

You are advised that it is illegal to operate a mobile telephone while driving a motor vehicle, and acknowledge the inherent risk in the use of a mobile telephone while driving a motor vehicle. Lycamobile is not responsible for damage or loss or inconvenience incurred by you and that results from any accident caused by the use of a mobile telephone while driving a motor vehicle.

8.8

Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury caused by that Party's negligence, liability arising under the Civil Code arts. 1357, 1372, 1373, 1375, 1376 and 1531, or the consequence of wilful misconduct, fraud, gross negligence of that Party or any other liability which cannot be excluded or limited by applicable law.

8.9

Except as otherwise provided herein, Lycamobile liability under this Agreement shall be limited to a maximum total amount of 1,000.00 lei per claim or series of related claims. This compensation is valid for any violation (where liability is proven and established) of this agreement 8.10

If you incur any loss or damage or inconvenience, you must notify any such loss or damage to the Customer Service Department in writing as soon as possible, but in any case, within four (4) weeks from the discovery. If such damage, loss or inconvenience is not reported in writing to the Customer

Service Department within this period of four (4) weeks, then no compensation whatsoever shall be payable. This period of four (4) weeks will not apply if you are using the services as an individual consumer (and not in connection with a trade or business), and you could not have been reasonably expected to notify the Customer Service Department in writing within this period. Within the limits set out in paragraph 8.9, Lycamobile will indemnify you in proportion to the loss suffered and proven, caused by the fault of the company or the service.

8.11

Lycamobile is not responsible for any damage or loss or inconvenience incurred by you, and will not be liable to provide the Products or Services, as a result of any reason outside the control of Lycamobile, including but not limited to an Act of God, natural disaster, industrial action, war (whether declared or undeclared), civil unrest or acts of terrorism, acts of government or local authority or regulatory body, or any act or decision made by a court of competent jurisdiction. These reasons are also known as “force majeure”.

8.12

The deadline for settling faults is 96 hours from notification in any of the ways in which the complaint is lodged, except in circumstances beyond Lycamobile’s control or its suppliers.

The end-user may claim compensation within a maximum of 15 working days of receipt of a valid complaint by Lycamobile. Compensation will be subject to the existence of a complaint relating to a valid fault, that is the report by the end user of an interruption in the provision of the Services and assigned to the network through which the Services are provided, . If Lycamobile confirms that the End User’s claim is well founded, the compensation will be granted by extending the credit availability for the period of inability to use the service and by returning 1 euro in credit on the card for each day of default. The solution given to the complaint will be communicated to the end-user through the communication channel indicated by the complainant in the complaint. If the end user considers that amicable resolution provided by Lycamobile is unsatisfactory , the end-user can contact ANPC and/or ANCOM. The end-user may also appeal to other out-of-court dispute resolution procedures or address the competent authorities.

In the event of network overload or other technical reasons, the operator may limit access to the network and may disconnect from the service a maximum of 3% of users. Such limitation may also affect call duration and also include temporary disconnection from the network.

9.

CHANGES TO THE AGREEMENT

9.1

Lycamobile reserves the right to change these terms and conditions for legal or regulatory reasons. We may also need to change these terms and conditions as a result of changes by our Network suppliers or for other technical or commercial reasons, such as changes to our Products and Services. We may also change our Rates or introduce new taxes. Changes to Rates will be reflected in our tariff table.

9.2

If a change will be materially detrimental to you, Lycamobile will give you at least 30 days’ notice. If you do not accept a change which is notified to you as materially detrimental then you can cancel

this Agreement or cease using the Services or Top-Up Services. If you use the Services or top-up your Account after Lycamobile makes a change, then you are deemed to accept the change.

9.3

Any changes to the terms and conditions will be notified on our website for general access. You will receive information regarding this by email, post or via SMS, or other reasonable means, including a recorded message on the Customer Service Department telephone number. You may also be notified through mass-media.

10.

COMPLAINTS

10.1

If you have a complaint or query about the Products or Services you can contact our Customer Services Department in one of the ways set out in clause 1.6 of this Agreement.

10.2

www.anpc.gov.ro

If, at the end of the complaint process (see End User Dispute Resolution Procedure) you believe that the complaint has not been fully resolved, you may contact the National Authority for Consumer Protection. This is an independent entity that can help solve problems or complaints between us. For more information, see www.anpc.gov.ro or the National Authority for Administration and Regulation in Communications (ANCOM) at www.ancom.org.ro.

11.

GENERAL PROVISIONS

11.1

This Agreement represents the entire agreement between Lycamobile and you in relation to the Products and Services. It takes precedence over all prior agreements (written and oral), and all representations or other communications between Lycamobile and you. The retail outlets are not authorised by us to amend this Agreement or to agree any terms which are inconsistent with these general terms and conditions.

11.2

Failure or delay by either Lycamobile or the Customer to enforce any right under this Agreement shall not prevent Lycamobile or the Customer (as the case may be) from taking further action.

11.3

If any term or condition of this Agreement is determined to be partially or wholly void or unenforceable by any court or body of competent jurisdiction or as a result of any legislation, it shall be void and unenforceable only to that extent. The validity and enforceability of the other terms and conditions shall not be affected.

11.4

Lycamobile is entitled to assign all of its rights and obligations under this Agreement to a third party. You are entitled to assign all of your rights and obligations under this Agreement to a third party with the written consent of Lycamobile.

11.5

As a consumer of goods and services you are entitled to certain statutory rights. The provisions of this Agreement do not affect your statutory rights.

11.6

This Agreement is governed by, and construed in accordance with, Romanian law and the Romanian courts will have exclusive jurisdiction over any dispute under this Agreement.

11.7

Access to the unique emergency number 112

Lycamobile offers unlimited and free of charge access to unique emergency number 112, under condition of inserting a SIM card in the mobile phone. 112 call involves transmission of information about caller location.