



## TERMS AND CONDITIONS

These General Terms and Conditions are for e-SIM Consumers only, as an individual end-user for personal use. If you are a Corporate/Business customer with multiple end-users under one account, please contact your account manager for your specific terms.

This is an important document as it sets out your legal rights as a customer of Manx Telecom Trading Limited and the terms upon which Manx Telecom Trading Limited will provide our services to you (our customer/consumer, or via one of our partners and their affiliates) as part of the Smartroam service.

Your legal rights, as our customer/consumer, are provided in these terms and conditions, the order that you gave to us and we accepted and any Service Description and attachments to your accepted order.

If you use any of our services, then you will be deemed to have accepted these terms and conditions and any terms contained in your accepted order and any Service Description and attachments.

In specific these terms relate to our e-SIM Services only and any subcategory of these services as defined herein and within Clause 10 and or those defined in the Definitions below.

If you do not agree with any provisions of these e-SIM Consumer General Terms and Conditions and or any terms as specified within our e-SIM App or if you not understand them or if you do not agree to be bound by them, then you should not purchase or use our e-SIM Services, e-SIM Bundles or any services as provided by our e-SIM App or via those of our partners and their affiliates and or Manx Telecom Trading Limited, as when you accept any such service terms, you are bound by the terms herein.

### Definitions:

#### A. e-SIM App

1. the App, platform providing the service to you to enable use of the e-SIM Services

#### B. e-SIM Bundles

1. the Bundle of credits available to you and or that you have signed up to us as defined on our tariff agreement

#### C. e-SIM Services

1. the Services being provided to you and or any additional services that you have contractually committed to and or are in use of, as defined in our e-SIM App and or our e-SIM Bundles
2. including any e-SIM data services
3. as defined in Clause 10

#### D. e-SIM Service Activation

1. when you have activated the service and or any services through the e-SIM Activation Process which will include an e-SIM Profile (you will be required to setup an e-SIM Profile as part of the e-SIM Service Activation process)

#### E. Service Provision Documentation

1. any such documentation and or terms in relation to any service provision provided to you and or as directed to you from time to time and or by our e-SIM Services and or by our e-SIM App

#### F. e-SIM Consumers

1. an individual end consumer/customer for non-Corporate/Business users defined as a Consumer/Customer. An individual user/consumer/customer receiving and or using the e-SIM Services and or any services provided by Smartroam/Manx Telecom to you

#### G. Compatible Device

1. a device that is compatible with the e-SIM App

#### H. Service Description

1. as defined in Clause 10 (e-SIM Services) and or as defined to you in our relevant terms and conditions
2. as updated to you online, via our e-SIM App for Definitions A, B, C, D, & F

If there is any conflict of meaning or ambiguity or inconsistency in any of the documents or terms referred to within this agreement, then each of following listed below shall prevail and have priority over those listed after it;

A: any terms that you agree when you complete sign up to the e-SIM App, or via the e-SIM Services Activation or that you purchase through the e-SIM Bundles and or e-SIM Services or any other service from us to you;

B: this agreement;

C: any updated consumer general terms and conditions as referenced on our website at [www.manxtelecom.com](http://www.manxtelecom.com) or at [www.smartroam.com](http://www.smartroam.com);

D: any other Service Provision Documentation as referenced to you

#### OUR SERVICE

1. If we accept your verbal, App, or electronic request or any order form that you submit to us whether written and or digital, electronic and or by App, either by post, e-mail or electronically, then we promise to provide you with each of the services that you request from us.
2. For all services that you request from us, please refer to the relevant Service Description for the service you have taken in addition to these terms and conditions and any e-SIM App order that you may have submitted to us.

## SERVICE QUALITY

3. We will try our hardest to provide you with the services on the date that we have agreed with you. However, if we do not meet a previously agreed date, then we do not offer compensation for any delays that may occur. Typically, our e-SIM Services should be available within 30 minutes of purchase as this is a pre-paid service only.
4. We will aim to provide you with a continuous, high quality service, but we cannot guarantee that the service will never be faulty and or that the e-SIM App will be bug free and or may not require maintenance, patch fixes and or downtime. We reserve the right to withdraw access to our e-SIM Services in relation to our core service and or networks at any time to rectify any faults and or to preserve the integrity of the network. Please note whereby you are utilising services on another network (roaming) then we do not offer any guarantee of service for any network outside of our control, for any region.
5. If any of our services develops a fault, then we will carry out repairs in accordance with the type of Service Description. In this case e-SIM Services. For further information regarding our Service Description and or relevant e-SIM App updates please visit our website [www.smartroam.com](http://www.smartroam.com).
6. This agreement comes into effect when you complete the e-SIM Service Activation process, and a new version of this agreement shall come into effect each time you purchase any e-SIM Services and or e-SIM Bundles. You will need to register an e-SIM Profile to complete the e-SIM Service Activation process.
7. You are bound by these terms once you sign up to the e-SIM App and any e-SIM Service Activation process.
8. If you have any queries and or questions relating this agreement and or any services defined within this agreement then please contact us via the Contact Us method on our App, Website and or by e-mail to [support@smartroam.com](mailto:support@smartroam.com).



9. If we have to contact you, we will do so via the email address disclosed at the time of signing up to the e-SIM App and or any service as outlined to you by us and or as referenced within your e-SIM Profile.

### **e-SIM Services**

10. We shall provide you with our e-SIM Services via our e-SIM App that will install an eSIM Profile onto your device that can operate in addition to any physical SIM card contained within your device (if you have one) in specific to a Compatible Device.

When you first register to use our e-SIM Services via our e-SIM App, you will be required to:

- A. download our e-SIM App to a Compatible Device - please see [www.smartroam.com](http://www.smartroam.com) for a list of Compatible Devices;
- B. accept our e-SIM App end user licence agreement (End User App Licence); and
- C. accept any other terms of use that we may specify as a pre-condition to you being permitted to activate and use our e-SIM Services and or e-SIM Services Activation (Pre-Activation Terms).
- D. create a e-SIM Profile

If you do not:

- A. download our e-SIM App to a Compatible Device and
- B. accept and enter into the End User App Licence; and



C. accept the Pre-Activation Terms, create a profile,

Then you will not be able to activate, access or use our e-SIM Services.

Our e-SIM App will remain on your device even after you have used the entire e-SIM Bundles allowance provided within the e-SIM Bundles package that you have purchased, or its availability has expired;

Any such e-SIM Bundles package will only remain active for a period of thirty (30) days for a three (3) and seven-day (7) bundle, and sixty (60) days for a thirty-day bundle. Should you not activate and utilise the allowance within this period, no roll over shall be offered to you and or no refunds will apply to you outside of Clause 46. This applies to non-annual bundles.

In order to use our e-SIM Services, you shall be required to purchase one of our e-SIM Bundles that will enable you to:

a. use the specified bandwidth of data,

in one or more geographical regions that we offer at the time of your purchase during the specified usage period relevant there to (each an e-SIM Bundles) package.

e-SIM Bundles are tailored to specific regions such as:

1. America
2. Europe
3. Asia
4. RoW (Rest of the World)

e-SIM Bundles only operate in specific regions. Should you change region you will need to purchase an e-SIM Bundle for that region. Please see our FAQ (Frequently Asked Questions) for further information at [www.smartroam.com](http://www.smartroam.com)



Our e-SIM Services will be available to you for the period that you choose when purchasing an e-SIM Bundles package. If you have not used any element of an e-SIM Bundles on its expiry, then such unused portion shall be lost, and you will not be entitled to receive a refund of any sums outside of Clause 46. All of our e-SIM Services and any capacity purchased in connection with an e-SIM Bundles package are provided on a pre-purchase/pre-pay basis only.

When you complete the e-SIM Service Activation and each time that you purchase an e-SIM Bundles package, you shall be deemed to have irrevocably:

- a. accepted and acknowledged that our e-SIM Services are provided to you on an 'as is' and 'as available' basis;
- b. accepted and acknowledged that we do not provide any warranties or guarantees in relation to:
  - i. our e-SIM Services being fault-free, but if a fault occurs that is identified by us or brought to our attention by you, then we shall use our reasonable endeavours to remedy it without unnecessary delay;
  - ii. our network coverage, quality or availability, which will change from time to time if we (acting in our sole discretion and/or based solely on our best commercial interests) decide to:
    - A. amend or terminate any of our existing agreements; or
    - B. enter into new agreements

with our roaming network partners or other technology partners;

- c. accepted and acknowledged that:
  - i. your use of our e-SIM Services while you are roaming outside of your region may be subject to:
    - A. different local laws and regulations that amend the terms of this Services Agreement (Local Law Requirements); and
    - B. higher charges in the region where you are roaming which could result in your e-SIM Bundles allowances being exhausted at a faster rate; and

- C. that we have no direct control over any 3rd party operators and their quality of service that you may and or may not receive whilst roaming. We accept no liability for any 3rd party operators: and
  - ii. neither us nor any of our contracting partners shall be liable for any liability that you may incur as a result of your breach of any Local Law Requirements;
- d. confirmed that at any time after this agreement comes into force:
  - i. we shall be authorised to disclose any personal data that you have provided to us to such third parties inside and outside of the Isle of Man, the UK and the European Economic Area as may be required from time to time provided that any such disclosure complies with our Privacy Policy, as defined in Clause 22; and
  - ii. you undertake to us to provide us with such further personal information as we may need from time to time in order to satisfy our legal or regulatory obligations that may be required in any applicable jurisdiction; and
  - iii. you undertake to us not provide to us any false or misleading information;
- e. confirmed that you have reviewed and understood our e-SIM Consumer General Terms Conditions (as amended), including, but not limited to, the following provisions:
- f. clause 44 (Limitation of Liability);
- g. clause 25 (Termination);
- h. clause 25, 26, 27, & 28 (Consequences of Termination); and
- i. clause 23, & 24 (Suspension of Services);
- j. confirmed that in addition to our rights of suspension that are provided in our e-SIM Consumer General Terms and Conditions (as amended), we shall also be entitled to suspend the provision of our e-SIM Services:
  - i. if a complaint is made against you to us and in such circumstances the provision of our e-SIM Services shall remain suspended until we have had a chance to review and investigate the complaint;





- ii. if you fail to provide us with the necessary information as required for satisfying a regulatory requirement (such as know your customer identification verification) in any jurisdiction you wish to travel to and use the e-SIM Services;
  - iii. if we have reasonable cause to suspect that you have obtained access to the e-SIM Services fraudulently or unlawfully; and
  - iv. in order to enable us or any of our third-party suppliers or partners to carry out any upgrade, modification or maintenance of the e-SIM Services; and
- k. confirmed that we shall be entitled to:
- i. monitor your use of our e-SIM Services; and
  - ii. disclose any information gained from such monitoring to such parties as may be necessary in order to:
    - A. satisfy any law, regulation or other governmental request;
    - B. to operate and administer the e-SIM Services; or
    - C. protect us or our other customers.

If you do not want to be deemed to have accepted, acknowledged or confirmed refer any of the matters referred to in this terms and conditions, then you should not activate our e-SIM Services or purchase an e-SIM Bundles package.

## OUR CHARGES

11. Please refer to your order, the relevant Service Description or order form or the e-SIM App, e-SIM Service, this service is pre-pay only. Our charges will be dependent on the service(s) you select at the time of purchase for your specific e-SIM Bundles and or e-SIM Services. Certain terms, conditions and exclusions may apply to particular services and these details are included in our price list and form part of these General Terms.
12. The services are strictly pre-paid only. With pre-paid services credits only via an e-SIM Bundles package.



All charges whether GBP and or in a non-GBP currency (International) will be charged at the prevailing rate at the date of purchase. We do not offer any warranty and or guarantee around currency conversion at the time of sale and or thereafter. For any refund conditions please see Clause 46.

## **OUR BILLS**

13. We may ask you for a payment before one is normally due or as security for payment of your services when you first ask us to provide our services to you. You will be notified should this be required/requested. This enables the pre-paid services to be active. You will need to make an advance payment for any ongoing top-up services and or additional e-SIM Bundles also. When your e-SIM Bundles/e-SIM Services has utilised all of its pre-paid credit then you will be required to pay for additional credit/data services via a top-up.
14. Your e-SIM Services will stop if your e-SIM Bundles expire and or run out of pre-paid credit.

## **USE OF OUR SERVICES**

15. You agree to follow any reasonable instructions that we may give you about our services and or that are issued by the e-SIM App/e-SIM Service.
16. If you connect equipment to our network that adversely affects either our network or other customers, then we will instruct you to remove it or we will remove it at your expense and or if you compromise any access to the e-SIM Service.

## **YOUR RIGHT TO CHANGE YOUR MIND**

17. For all and any purchases relating to the e-SIM App, e-SIM Bundles, e-SIM Services, e-Sim Services Activation and or any service as provided by Manx Telecom Trading Limited/Smartroam Limited.

**IMPORTANT** - this paragraph deals with your right as a Consumer to change your mind;



If you are a new or existing customer who has purchased services and or equipment from us for personal (but not business use) by our e-SIM App and or e-SIM Services, website, by e-mail only, then you may be entitled to cancel such purchase up to 14 days after receiving service (the "Initial Period"). If you have agreed that our e-SIM Services are to start within this time, you may be charged for what you have used. You will be refunded the price of your unused services that relate to the e-SIM Bundles and or e-SIM Services. Any and all reasonable charges associated with the services that you originally purchased other than for e-Sim Bundles usage that you have made. However, you must pay for all charges that may take longer to be billed such as roaming and or any e-SIM Services and or services used via the e-SIM App and or e-SIM Bundles.

You may not be subject to any provision of this agreement (included those incorporated by reference, definition, that breaches or conflicts with any consumer rights protection legislation or regulation).

18. Please note that as a consumer of goods and services you are entitled to certain statutory rights, for example, the right to return defective goods to us, if bought from us, and for us to supply our services using reasonable care and skill. The provisions of Clauses 20 to 22 do not affect your statutory rights.

19. Please note that the "right to change your mind" contained in Clauses 17 to 19 does not apply to a customer who intends to use the services and/or equipment for business purposes.

## **YOUR OBLIGATIONS**

20. When you complete the e-SIM Service Activation and each time that you purchase an e-SIM Bundles package, you shall be deemed to have irrevocably accepted and agree that:

21. When our work is completed, you will also be responsible for using the services in line with our terms and conditions and in a legal manner.

22. Our Use Policy requires that no element of any of the Services we provide shall be used by you or any user of your services:

- a. fraudulently unlawfully or in connection with a criminal offence; or
- b. to send, receive, upload, download, use or re-use any material which is offensive, abusive, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights or laws whatsoever; or
- c. in breach of instructions Manx Telecom Trading Limited has given hereunder or otherwise; or
- d. to cause annoyance, inconvenience or needless anxiety; or
- e. to send or provide unsolicited advertising or promotional material; or
- f. other than in accordance with all commercially acceptable use policies of any Third-Party Telecommunications Suppliers and the reasonable use standards normally expected over the Internet; or
- g. in breach of any law, intellectual property right or legal obligation applicable to the provision of the Services anywhere in the world; or
- h. for any unauthorised accessing or facilitating unauthorised accessing to any data belonging to any third party; or
- i. in a manner which invades the privacy of others or that is otherwise anti-social; or
- j. in a manner which breaches any law of any jurisdiction relating to banking, insurance, financial services, the issue and offering of securities and investments, the provision of credit or associated services or investment business; or
- k. in a manner which is defamatory of any person (in any jurisdiction),

otherwise we will have the right to immediately suspend or terminate the services.

## THINGS WE MAY HAVE TO DO

23. If for operational or emergency reasons we have to interrupt our services or change any phone number or Internet address or the technical specification of our services or bar certain numbers to prevent fraud, then you accept that



we shall be entitled to do so without liability. This applies to any aspect of the e-SIM Services.

24. If we give you instructions regarding our services that we believe are necessary for health or safety or for the quality of our network or the services that we supply to you or to our other customers, then you agree to comply with them.

## **TERMINATING OUR RELATIONSHIP**

25. We require that you remain our customer for a minimum term as indicated on our e-SIM App/order form from the date that we start to provide you with our services or such other longer minimum term as may be indicated to you when you order the services from us. This is defined by your pre-paid services. However, if you terminate our relationship prior to the end of the minimum term (other than under the circumstances where we have breached these terms and conditions).

26. Although we hope that you will remain our customer for many years, once the minimum term has ended you may terminate our relationship at any time by providing us with 30 days' notice in writing. Service will cease if you do not purchase a new e-SIM Bundles.

27. Save as otherwise provided herein, we can terminate our relationship by giving you 30 days' notice in writing.

If you terminate our relationship after you have placed an order but before taking any live services then we may charge you for the pre-paid services via an e-sim Bundles. Unless our refund policy in Clause 46 prevails. Any services utilised by yourself will not be refunded.

28. If you wish to stop using any of our services at any time after the Initial Period as detailed in Clause 17, then we will not refund any sums that relate to unused services for which you may have paid for in advance. In general, our services are for pre-paid activity/services only. Applicable notice for Clause 27 still applies.

## AMENDING OUR RELATIONSHIP

29. If we need to change our charges or the nature of our relationship, then we will:

- a. publish all changes to our price list online at [www.smartroam.com](http://www.smartroam.com);
- b. publicise the changes at least 30 days before they take effect;
- c. notify these changes via the e-SIM App and or e-SIM services

30. For any regulatory or compliance changes that we need to make, we may not always be able to meet the timescales provided in Clause 23, but in such circumstances we will publicise such changes as soon as possible.

## PRICE CHANGES

31. Manx Telecom/Smartroam reserves the right to adjust pricing at any time for any future e-SIM Bundles (which could be an increase or decrease), subject to providing at least 30 days' notice in advance. Price adjustments can apply to monthly subscription charges and/or out of e-SIM Bundles. Each year Monthly Subscription Charges will be reviewed and may be subject to an annual price adjustment which can either be determined by Manx Telecom based on changes in the market and/or provision of service cost, or adjusted in line with the CP/RPI Rate, (which could be an increase or a decrease). Price adjustments in line with RPI Rate will be announced in the February preceding the RPI Change, and the adjusted amount will appear on your April bill. Price adjustments that are introduced as a consequence of changes in the market and/or provision of service costs shall be notified at least 30 days in advance. Please note no refunds are permitted on any existing pre-paid e-SIM Bundles if a new e-SIM Bundles package is lower in price.

32. Termination of our Agreement prior to the contract end date;

- a. Subject to clause 23, you may terminate the affected part of the Agreement if we have made a change that materially disadvantages you and which cannot be offset by Manx Telecom to your reasonable satisfaction on 30 days' written notice to Manx Telecom. This right to



terminate ends 30 days after the effective date of the change, providing the change has been communicated in writing for a period of no less than 30 days. The following shall be a material detriment for the purposes of this Agreement; a) an increase of more than 10% in a 12 month period in the monthly price plan charge, b) an increase in the out of bundle price plan charges representing an increase of more than 10% to the average bill in a 12 month period, c) a withdrawal of the core service(s) or an adverse change to the core service(s). However, this clause does not apply if the change or withdrawal relates to a Third-Party Service which you can stop using or cancel without ending this agreement. Please note Manx Telecom/Smartroam accept no liability for any Third-Party Network Services that are offline for any reason in any region.

- b. If you have a valid reason to terminate our agreement prior to the contract end date, you may do so without incurring an early termination charge for the provision as the services are pre-paid only via an e-SIM Bundles. No refunds will be afforded to you outside of Clause 46.

## **IF THINGS GO WRONG**

- 33. We do not accept liability for being late in providing the e-SIM Services or repairing a digital fault/failure of the e-SIM Service, where matters are beyond our reasonable control.
- 34. We accept liability without limit if any person is injured or dies as result of our negligence.
- 35. Other than in relation to Clauses 33 and 34, our liability under this document will not exceed £3,000.
- 36. We do not accept liability for indirect or consequential loss, such as loss of profits, business costs, savings that you expected to make, wasted expense, financial loss or data being lost or harmed or any other form of economic loss. Or any consumer/customer loss of income as a result of our services not being active.

37. We exclude all liability of any kind in respect of any material on the Internet which can be accessed using any of our services and the e-SIM Services, we are not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of any of our services or on the Internet.

38. Each part of this agreement that excludes or limits our liability operates separately. If any part is disallowed by a court or is considered to be unenforceable, the other parts will continue to apply.

### **EVENTS BEYOND OUR CONTROL**

39. If we are unable to meet our obligations to you due to events that are out of our control (such as lightening, flood exceptionally severe weather and acts or omissions of persons for whom we are not responsible (including other telecommunication service providers), then we will not be liable for our failure under such circumstances.

### **BREACH OF THESE TERMS AND CONDITIONS**

40. If you do not comply with the terms of our relationship, then we will normally give you an opportunity to put matters right within a reasonable period, unless your non-compliance involves serious misuse of our services as described in Clauses 20, 21 & 22.

41. If your non-compliance continues after a reasonable period, then we may suspend our services or terminate our relationship.

No obligation of service should your e-SIM Bundles run out of pre-paid service credits.

### **RESOLVING DISPUTES**

42. We will try to work closely with you to resolve any disputes that may arise. However, if we cannot reach a mutually satisfactory resolution, then we will refer our dispute to a relevant dispute resolution service.

### **OTHER MATTERS**





Any notices sent between us must be in writing via e-mail.. Reference to "in writing" in these General Consumer Terms and Conditions include our notifying you by our e-SIM App, by e-mail and or my direct e-mail correspondence. this is defined within in the e-SIM Activation Process and in specific to an e-SIM Profile.

## USE AND DISCLOSURE OF INFORMATION

43. We operate in accordance with the General Data Protection regulation GDPR as updated or amended from time to time. A copy of our general GDPR terms can be found at <https://www.manxtelecom.com/document-library/terms-conditions/suppliers/726-supplier-gdpr-v1-6> or as updated or amended from time to time. You agree that your details may be used for marketing purposes and from time to time to inform you about e-SIM Services and or relevant services that we may offer to you. If you do not want your details to be used you should deselect this within the e-SIM Activation Process and or by writing to the Marketing Department at Manx Telecom to the address enclosed within.

In order for us to provide you with a service whilst travelling abroad ("roaming"), should you have an active e-SIM Bundles are part of your e-SIM Services. you must agree to allow the storage treatment and transfer of your personal data by third party operators, where they may be subject to regulation and data protection policies that are different from those in your country of residency and in specific to the region you are in at time. Please see Clause 10.

## LIMITATION OF LIABILITY:

44. Save for Clauses 33, 34, 35, 36, 37 & 38 - If Things Go Wrong

All warranties, conditions and other terms implied by statue or common law are to the fullest extent permitted by law excluded from this agreement.

We shall have no liability to you for any costs, losses, charges or penalties incurred by you:

- A. for failing to comply and satisfy any regulatory requirement in relation to your used or our e-SIM Services in any jurisdiction; or
- B. as a result of any breach of any 3rd party intellectual property rights; or

- C. for any damages of any kind caused by your use or misuse of the e-SIM App or any e-SIM Services. Irrespective of whether you have authorised such use.

## **INTELLECTUAL PROPERTY RIGHTS:**

45. All technology, intellectual property, know-how and documentation relating to the e-SIM Services shall remain our property or those of the licensors. On purchasing the e-SIM Services we grant you a revocable, conditional, non-exclusive, non-assignable, non-sub licence to use the e-SIM Services.

Your use of the e-SIM App will be governed by the terms of an end user licence that you will be provided with when you download the e-SIM App and complete the e-SIM Activation Process

## **REFUNDS:**

46. Save for Clause 17 - Your Right to Change Your Mind. The following Refund Policy Applies:

- You may be entitled to cancel the provision of our e-SIM Services within 14 days, providing the services have not been partially and or fully consumed, however, if you have agreed that our e-SIM Services are to start within this time, you will be charged for what you've used.
- No refunds outside of paragraph 2 above shall be afforded to any unused e-SIM Bundles whether within 28 days or thereafter.
- No refunds will be offered outside of your statutory right and or unless the product is defective.
- Any applicable refund will be processed at the time and date of purchase in the relevant currency applicable. No currency market gain will be afforded with any purchase and or refund.
- The customers cooperation to resolve any issues quickly will be required otherwise, the refund may not be granted.