

# General terms and conditions

## **§1. General information**

1.1 Prepaidzero, a concept of Internet Advertising Solutions BV, Meer en Vaart 56-A, 1068 ZZ, Amsterdam, The Netherlands, VAT-nr: NL852398001B01 and [Chamber of Commerce Number: 57003556](#), provides a service for travellers who wish to use their mobile phones at a reduced rate while staying abroad ('the Service'). Prepaidzero provides this service under the following general terms and conditions.

1.2 These general terms apply for the provision of Services to Users of Prepaidzero ("Users"). By this order, and use of the Service, the User agrees to abide by the General Terms and Conditions. The contract is considered binding between the parties upon Prepaidzero's confirmation of the User's e-mail when ordering the Service on the Prepaidzero website or when a custom order is requested and paid by the User.

1.3 The General Terms and Conditions may be altered by Prepaidzero from time to time without prior notice. For the Service provided, however, the effective version of the General Terms and Conditions is always that which was published at the time of the provision of the Service.

## **§2. Terms of delivery**

2.1 Prepaidzero delivers products ordered normally via priority mail (PostNL) unless agreed/mentioned otherwise.

2.2 Prepaidzero always ships the ordered products with the next mail departure – normally on the same day if the order is placed before 17:00 CET.

Otherwise, the products will be sent the next business day.

2.3 If the User does not receive the ordered products in time before his departure, the User should notify Prepaidzero as soon as possible. Prepaidzero will investigate the possible delay in order to ensure that the products are received by the User before his departure. Nevertheless, if the shipped order does not arrive before departure, Prepaidzero offers a delivery guarantee as follows: if the products have not arrived to the User with the last delivery before his departure, and the User has notified Prepaidzero, Prepaidzero will disable the shipped prepaid SIM card and will reimburse the full cost of the products, against the returned SIM card.

2.4 If the shipping time allows: a replacing SIM card can be shipped to the customer's destination. This can be requested from Prepaidzero through [support@prepaidzero.com](mailto:support@prepaidzero.com) or will be offered by the Prepaidzero staff.

## **§3. Prepaidzero warranty policy**

3.1 Prepaidzero is a distributor of prepaid SIM cards from foreign telecommunications operators and optional hardware. Prepaidzero has no direct ability to affect, troubleshoot or fix the functionality of telecom operators' networks, or other circumstances beyond Prepaidzero's control. Prepaidzero's responsibility for the Service is therefore limited to what is stated below.

3.2 The User undertakes to notify Prepaidzero of any defects in the Service without delay. If the error report is received upon completion of the trip, the User no longer has the right to receive a refund for the cost of the prepaid SIM

card and/or hardware, as the Service is considered to be consumed in total. Notification of errors or requests for use of the Service shall be done to Prepaidzero's Customer Service by e-mail at [support@prepaidzero.com](mailto:support@prepaidzero.com) Error reports or requests for information will be answered during Prepaidzero's hours of operation. Prepaidzero strives to answer all reports or requests as quickly as possible, taking into account the urgency of the matter.

Faulty service reports are registered by the Customer Service, whereby Prepaidzero will try, as far as possible, to determine the error experienced by the User.

If the fault is believed to be due to lack of functionality in a foreign network, the error report is managed in accordance with paragraph 3.4 below.

If the User or Prepaidzero suspects that the error is due to faults in the prepaid SIM card or hardware, the User is obliged to return it to the Prepaidzero for investigation, in accordance with paragraph 3.8 below.

3.3 Prepaidzero is responsible for ensuring that the User receives a functional prepaid SIM card and optional hardware. If, due to a fault in the Service which means that the User may not use the Service for its intended purpose, and the fault is considered due to errors in the provided prepaid SIM cards and/or hardware, Prepaidzero will refund the cost of the prepaid SIM card and/or hardware. Claims of non-functioning sim cards or services will be evaluated by Prepaidzero in conjunction with the local operator from which the sim card was provided.

3.4 In any case of failure of the Service that may be considered due to lack of functionality in the local network, the User must first contact Prepaidzero

as referred to in paragraph 3.2 above. Once notified, Prepaidzero will to the best of their ability attempt to get the bug fixed in cooperation with the foreign telephone company. Prepaidzero cannot, however, guarantee that the defect will be remedied within a reasonable period of time. If the problem can't be resolved and is caused by a defect in the sim card or provided service, the User is entitled to a refund. For exclusions on this rule see paragraph 3.5 and 3.7

If the error report is received upon completion of the trip, the User no longer has the right to a price reduction/refund, as the Service is considered to be consumed in total.

3.5 Prepaidzero is not responsible for any errors in the Service that relate to the User's mobile phone; User's usual operator's network; or communication between the foreign operator's network and the User's usual operator's network.

3.6 Prepaidzero provides a functional SIM card. If the SIM card is considered to be technically defect, the user may return the sim card for inspection. This inspection is needed to ensure that the defect is not related to the user's device.

3.7 Prepaidzero **does not** provide refunds and does not give any warranty in the following cases:

- In case a User is not satisfied with the network coverage provided by the SIM card's operator(s) User must accept the network coverage as it is experienced in practice.
- In case a User is not satisfied with the mobile internet speed or connection type of the prepaid card and it's coverage. User must accept the network state as it is experienced in practice.

- If the problems are due to the User's device. In case of doubt whether the error is related to the User's device or SIM card, the User can send his SIM card back for inspection.
- In case a User does not strictly follow the steps mentioned on the instruction paper, which may cause the SIM card and its bundles not to be activated correctly.
- In case a User notifies Prepaidzero too late about a problem with the service. For example, in case of completion of travel, without notifying Prepaidzero about the error while using the Sim card.
- When there is a possible issue with our product and the User decides to buy a Sim card or bundle from another company without prior notice of the error to Prepaidzero.

3.8 Return of prepaid SIM cards and/or hardware to Prepaidzero should be done via standard mail or package, and not via C.O.D. Prepaidzero reimburses the User for shipping costs entailed due to Service errors for which Prepaidzero is responsible as detailed above. If the return is due to the User exercising their Right to Cancellation provided for in paragraph 4 below, the User is responsible for the shipping cost.

#### **§4. Return Policy**

4.1 Users have a right to cancel any ordered Service without specifying a reason, within fourteen (14) days from the order date. In order to exercise the right to cancellation, the User should notify Prepaidzero of their intention to exercise this right, indicating their order number.

4.2 The User's right to cancellation lapses if, with the User's consent, the Service is provided during the withdrawal period. For Services that require personal registration in the User's name and/or activation on behalf

of the User, the right to cancellation no longer applies from the date on which the Service was registered in the name of the User or the Service was activated. This is due to the prepaid nature of the Prepaidzero Service, whereupon all fees are paid to the foreign telecom operator upon activation of the prepaid SIM card, which cannot be recovered.

4.3 Cancellation also assumes that the User must return any shipped SIM cards and/or hardware to Prepaidzero in unaltered state.

4.4 Upon exercise of the Right to Cancellation, the User must return the prepaid SIM cards and/or hardware to Prepaidzero as indicated in paragraph 3.8 above. The User is responsible for the shipping cost. Prepaidzero will reimburse the User as soon as possible, but no later than forty five (45) days from the notification of Cancellation. Prepaidzero reserves the right to charge up to 10 EUR for fees associated with the cancellation, in cases where such costs are incurred.

#### **§5. Limitation of liability**

5.1 Prepaidzero's liability to the User is limited per each purchase of Service, to the total amount paid by the User for that Service. Prepaidzero is not responsible for any lost profits, savings or other indirect damage or loss.

#### **§6. Force majeure**

6.1 If prevented from fulfilling their obligations under these General Conditions, due to circumstances that Prepaidzero was not able to prevail over and could not reasonably have foreseen, and whose consequences Prepaidzero could not reasonably have avoided or overcome, including, but not limited to, general labour disputes, war, terrorist

attacks, fire, natural disasters, amended legislation, government intervention and error or delay in Services from subcontractor due to the above circumstances, this will provide grounds for the advancement of the date of provision of Service, and freedom from penalty. If the circumstance lasts for more than two months, both Prepaidzero and the User are entitled to terminate the contract with immediate effect without penalty.

#### **§7. Communication**

7.1 Messages, requests for termination and other communications in accordance with these General Terms and Conditions shall be made via e-mail support@prepaidzero.com.

#### **§8. Dispute resolution and applicable law**

8.1 Disputes arising from these general conditions shall be settled by the Dutch General courts in accordance with Dutch law.

8.2 The general terms and conditions are governed by Dutch law.