

# TERMS & CONDITIONS

## General

The provision of Services to you through the Website is subject to your acceptance of the Agreement. By completing the Registration Form and/or by using the Website, you expressly agree to be bound by the terms and conditions below, the Unlimicell Online Top Up Privacy Policy, and any other terms and conditions of this Agreement.

If you object to this Agreement or any subsequent modifications to it, or become dissatisfied with your membership of the Website in any way, your only remedy is to immediately: a) discontinue your use of the Website; and b) terminate your membership by notifying us in writing.

Certain words in this Agreement have the meanings set under them at the end of this webpage.

## Membership Information

When registering as a member of the Website, you must provide us with accurate, complete and up-to-date information as requested on the Registration Form. You agree that the information supplied with your Registration Form will be truthful, accurate and complete. It is your responsibility to inform us of any changes to that information, including your region of residence. You may do this at any time by clicking on the Profile section of the Website. All personal information you provide to us as a member will be treated in accordance with the Unlimicell Online Top Up Privacy Policy.

If you are under 18 years of age, you must obtain a parent/guardian's consent prior to using the Website. If you are an employee of a company or other entity or are acting on behalf of a company, you must be authorised to enter into these Terms of Use on behalf of your employer.

## Username and Password

Once you become a member of the Website, you will receive a username and a Password. You are entirely responsible for all activities which occur under your username and Password, including unauthorised use of your or any other credit card. You must notify us immediately if you become aware of any unauthorised use of your username and Password. If you forget or lose your password, you should request a new password by visiting the 'Forgot your password' section on the sign in page. You also agree that you will only register in your own name. Each username and password must be used by a single user and is not transferable.

## Your data

We will only send you information about the products that you have selected. You will be able to change preferences or opt-out of this service at any time in the Profile area. Personal information collected by us as part of this service will be treated in accordance with the Unlimicell Online Top Up Privacy Policy, which forms part of this Agreement.

Please note that the sending of personal information via e-mail over the internet may not be secure and can be intercepted by third parties or incorrectly delivered. You should not divulge personal information over the internet unless you are using a secure or encrypted communications technology.

We shall be entitled, but not obliged, to record all communications from, or instructions given by, you to us, or messages sent by us to you through the Website.

## Your account

If you are not resident in one of the listed regions and if the financial institution with which you have an Account is not in one of the following regions you are not permitted usage of the Services.

The Website can only be used by you to effect a limited number of Top-Ups and/or Top-Ups to a limited value over specific time periods. You will be automatically notified through the Website when these limits are reached or should attempt to effect Top-Ups in excess of the limits. Other limits and exclusions may apply to the way in which you can use this Website from time to time and you will be notified of these through your use of the Website.

You shall ensure that all instructions given by you to us through the Website are accurate and complete, and that, where appropriate, you correctly identify the mobile phone account to which any amount is to be credited or debited. In particular, prior to confirming any instruction to us, you shall ensure that the instruction which is relayed back to you confirming the instruction that you send through the Website is the instruction which you intend to give. We are entitled to rely on any instruction from you using and, for the avoidance of doubt, the processing by us of any such confirmed instruction shall be final and binding on you.

You shall carefully examine any Top-Up information received by you, or any other information provided by us to you through the Website from time to time and shall report any errors or omissions to us in writing within 30 days from the date of dispatch of such statements or receipt of such information. In the event that no error or omission is reported by you within the time specified, we shall be entitled to rely on the conclusiveness of the relevant statement of account as respects further transactions, provided that nothing herein will prevent us or you subsequently adjusting information to correct an error or omission, but in that case without any claim to compensation or damages arising on account thereof.

## **The Services**

The Services shall only be provided to you by us in respect of Accounts in the listed territories (available on the website, and subject to change). Top ups are purely for use domestically within the relevant listed jurisdictions (available on the website, and subject to change).

The Website (including the Services delivered through it) and the Password must be used by you strictly in accordance with this Agreement. The Password will be provided by us direct to you. You must not disclose the Password, whether directly or indirectly, to any other person (including, but not limited to, any account aggregation service provider).

## **Your obligations**

The equipment necessary for you to access the Website shall be provided and be maintained by and at your expense of and we may change the requirements for such equipment from time to time.

You undertake to us to comply strictly with this Agreement. You acknowledge that your compliance with this Agreement is designed to minimize the risk of unauthorised use of the Website. You agree to indemnify us in full in respect of any loss or damages which may arise to us, you or any third party as a consequence of your non-compliance with this Agreement.

## **Transactions on the Account**

You authorise us to act upon any instruction to debit an Account received through the Website which has been transmitted using the Password and/or any other authentication process which we may require to be used in connection with the Website without requiring us to make any further authentication or enquiry, and all such debits shall constitute your liability.

Upon receipt of a proper and complete request from you for a Top-Up we will debit the Account and will forward an electronic request to the relevant mobile network operator to provide a credit of the amount transferred for the benefit of the pre-paid mobile phone number nominated by you. The mobile network operator shall be solely liable to you in respect of the provision of the mobile services to which the Top-Up applies.

Subject to your compliance with the Agreement and provided you have not acted fraudulently or in a negligent manner, we shall accept liability for the non-execution or defective execution of a Top-Up effected through the Website but such liability shall be limited to the amount of the unexecuted or defectively executed Top-Up.

## **Third Party Services and Information**

Many of the products and services which may be offered for sale, from time to time on Unlimicell Online Top Up or through services that we may offer you, are submitted, created or developed by third parties, about the products, services and information of third parties. Information about some of the products and services on the Website will be subject to specific restrictions concerning the persons to whom such information may be made available. Details of such restrictions are set out on the pages to which they relate and you should read those details carefully before proceeding to the rest of the relevant page.

Information about some of the products and services on this Website may be subject to additional Legal Notices and Warnings, identified as such. These notices and warnings are important and are for the protection of both you and us. Please take the time to carefully read all Legal Notices and Warnings on the pages of this Website that you visit.

The third party products, services and information will not be provided or endorsed by us and your legal relationship will be with the third party supplier when purchasing such services or goods.

We will not check the accuracy or completeness of the information or the suitability or quality of the products and services of the third parties. You must make your own enquiries with the relevant third party supplier directly before relying on the third party information or entering into a transaction in relation to the third party products and services referred to on the Website.

We may receive fees and/or commissions from third parties for the sale goods and services displayed or made available on the Website, for advertising goods and services on the Website, or in connection with the amount of visitors that leave the Website to go to a linked site. You acknowledge and consent to us receiving the fees. You will be notified of the fees payable to us when you use the Website.

## **Termination of the Agreement**

We may terminate the Agreement and withdraw the Website and the Services provided through it:

- a. on giving you at least 1 day prior written notice;
- b. immediately upon breach by you of any of the terms of this Agreement or where there are serious grounds for doing so and provided you are informed by notice in writing as soon as is reasonably possible after termination;
- c. immediately upon your bankruptcy or other contractual incapacity;
- d. if you have not accessed the Website in any period of 12 consecutive months; or
- e. if we reasonably believe that any of the Services have been used negligently, illegally or fraudulently by you, or by a third party as a result of your negligence or recklessness.

This Agreement does not have a minimum or finite duration and will continue to be binding on the parties until it is terminated. You may terminate the Agreement at any time by giving us not less than 1 days prior written notice to that effect, but without prejudice to your liability for any outstanding indebtedness on any Account or otherwise prior to the date of termination.

We reserve the right to process or cancel any transactions in progress on termination of this Agreement or on suspension or withdrawal of the Services. We are not responsible or any loss you may incur as a result of any transaction not being processed as part of the Services after termination of the Agreement or after any suspension or withdrawal of the Services.

## **Your contribution**

When you send us any feedback, suggestions, ideas or other materials in relation to or via our site or the services, you agree that we can use, reproduce, publish, modify, adapt and transmit them to others free of charge and without restriction, subject to our obligations in our Privacy Statement.

This Website will be governed by the laws of Canada. When you use the Website, you accept that your use of the Website and any information on the Website, will also be governed by the laws of Canada and if any claim or dispute arises from your use of the Website or any of the information on it, you agree that the Canadian courts will have exclusive jurisdiction over all such claims or disputes.

## **Links to other websites**

Some pages on this Website contain hypertext links to web sites not maintained by us. You are reminded that when you enter other web sites via such hypertext links, you will not be subject to these terms and conditions and you will not benefit from the protections afforded to you in using our Site. We will not be liable in any way for the content, availability or use of such linked web sites and you use such links entirely at your own risk.

Access to and use of this Website is at the users own risk and we do not represent or warrant that the use of this Website or any material downloaded from it will not cause damage to property, including but not limited to loss of data or computer virus infection. In no event do we accept liability of any description including liability for negligence for any damages whatsoever resulting from loss of use, data or profits arising out of or in connection with the access, use or performance of this Website or any its contents.

When using the Services you and we agree that we each will not attempt to repudiate the validity of your instructions relating to the Services or the communications regarding the instructions sent to you by us. Both you and we agree that the instructions, information, communications and/or authorisations given through the Services shall be treated as satisfying any legal requirements for communication in writing.

## **Variations of the Agreement**

Where we are not required to notify you otherwise by law, we may alter the Agreement from time to time. Any such alteration shall become effective and shall be binding upon you 14 days after notice of such alteration has been sent to you by any of the following means: through the post or by electronic message through Site. You shall be entitled, upon receiving notice of any alteration to this Agreement, to immediately terminate the Agreement but without prejudice to any rights or obligations which have arisen prior the termination date, including your liability for any indebtedness on any Account or which has otherwise arisen prior to that termination date.

## **Notices**

Where expressly provided, any notice required to be given by you to us in connection with the subject matter of this Agreement shall be given in writing and sent through the post addressed to Unlimicell Corp 1006-1060 Caven St Mississauga Ontario Canada L5G 4J5.

where expressly provided, any notice required to be given by us to you in connection with the subject matter of this Agreement may be given by any of the following means: through the post or by through the Website.

## **Use of Information and Confidentiality**

Subject to the terms of the Privacy Policy, and except to the extent that such disclosure is required under compulsion of law or pursuant to a direction or request issued by the Financial Regulator or other competent statutory or regulatory authority, we shall ensure that all your confidential personal data held by us in relation to this Agreement shall only be accessible to us, our agents or a company controlled by us and shall

be processed or used by us for purposes and in a way compatible with the discharge of our obligation to you under the Agreement.

You shall ensure that all information obtained from us by you relating to our operations, services, software, hardware and/or systems in connection with this Agreement shall be treated by you in strictest confidence and shall not be disclosed by you to any third party unless it is already in the public domain.

## Intellectual Property

The Intellectual Property Rights in all data, information, systems, processes or other material used by or developed by us for the purposes of providing the Services or performing its obligations under this Agreement shall, or upon their creation, remain vested in us or its licensors. You shall use such material only for the purpose of receiving the Services, as contemplated by this Agreement.

Save where otherwise specified, the Intellectual Property Rights and contents of all the Website are owned by us or its licensors. Reproduction of part or all of the contents of the Website in any form is prohibited without our prior consent, other than that you may print a copy of the contents of the Website for personal non-commercial use.

## Data Protection

We will comply with its obligations under applicable data protection law as regards relevant data in its possession relating to you and shall make available for inspection by you any information held by us about you in accordance with those laws. The Privacy Policy published on the Website from time to time shall apply to the use of personal data relating to you and shall form part of this Agreement.

## Temporary Withdrawal of Service

In the event of a breakdown, fault or malfunction of, or connected to, any system used in connection with the Website and the Services, or where there is a real or potential security risk, we shall be entitled, without incurring any liability to you, to temporarily suspend the relevant Services or access to the Website for such reasonable period as may be required to remedy, address or resolve the system issue.

**Force Majeure:** We shall not be in breach of its obligations under this Agreement if there is any total or partial failure of performance of our duties and obligations occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer dealing or settlement system, failure of or delay in any mobile phone network, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any other reason (whether or not similar in kind to any of the above) beyond our control.

## Security, Maintenance and Availability

You accept that electronic communications, the internet, telephone lines or SMS-based telecommunications media may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly. In consequence we cannot guarantee the privacy or confidentiality of communications via such media although it will put in place security measures to protect these methods of communications.

From time to time it may be necessary to or desirable for security reasons, maintenance, upgrades or other reasons to:

a. make certain or all of the Services unavailable to you; and/or (b) delay implementation of any new Services; and/or (c) withdraw, replace or reissue Passwords; and/or (d) change authentication procedures or processes for accessing the Website or the Services and while we will use reasonable endeavours to minimise any inconvenience caused to you, you accept that these events may occur and that we have no liability to it

in the event of this happening. Where we change authentication procedures for accessing the Website or the Services then, notwithstanding any other term of this Agreement, we may introduce these procedures by giving instructions to you via the Website in respect of which such procedures are being introduced.

## **Agency**

You agree that you have entered into this Agreement for your own benefit and not for the benefit of another person, and that you may not subcontract or assign any of your rights or obligations under this Agreement.

## **Governing Law**

All relations established by us with you prior to this Agreement being entered into and this Agreement, are governed by and will be construed with the laws of Canada, and the courts of Canada shall have exclusive jurisdiction to resolve any disputes in connection with them.

## **Severability**

If, at any time, any provision of this Agreement (or any part of a provision of this Agreement) is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability the remainder of this Agreement (including the remainder of a provision where only part thereof is or has become illegal, invalid or unenforceable).

## **Waiver**

Any waiver by us of a breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on our part to exercise or avail of any right, power or privilege that we have or may have, operate as a waiver of any breach or default by you.

## **Language**

The Agreement and all other documentation which will be provide by us to communicate with you throughout the duration of the Agreement will be prepared in the English language, and all communications between us and you will also be conducted in the English language.

## **Definitions**

Words in bold print in this Definitions Clause have the meanings respectively set under them when used in this Agreement and, where the context admits, the singular form shall include the plural form and vice versa.

## **Agreement**

The agreement concluded between us and you for the purposes of receiving the any of the Services through the Website which consists of (1) the Registration Form; (2) these Terms and Conditions; and (3) the Privacy Policy appearing on the Website from time to time. In the event of any conflict or ambiguity between any of these documents, then these Terms and Conditions will prevail.

We, us means Unlimicell Corp, including its successors and assigns. Fees means the Fees payable for the Services provided to you by us, which shall be made known to you while you are using our Website.

## **Intellectual Property Rights**

'Intellectual Property Rights' means all copyright, patents, trademarks, registered and unregistered design rights, rights in databases and topography rights and other intellectual property rights, all rights to bring an action for passing off, all rights to apply for protection in respect of any of the above rights and all other forms or protection of a similar nature or having equivalent or similar effect to any of these which may

subsist anywhere in the world, and includes any trade marks that we have in the word "Unlimicell" or "Unlimicell.com".

## **Privacy Policy**

The document called "Privacy Policy" published by us on the Website from time to time.

## **Registration Process (es)**

The process (es) which must be properly and fully completed by you applying to us for the provision of Unlimicell Online Top Up Services, including, but not limited to, application forms, online application forms and forms completed by you.

## **Password**

The password allocated by us to you in connection with the Website and the Services.

## **Terms and Conditions**

The terms and conditions governing the provision of the Website and the Services to you, which are set out in this document, and such other terms and conditions as may be added to or substituted for them from time to time pursuant to the Agreement.

## **Top-Up**

A transfer of an amount from an Account to a mobile network operator (authorised by us from time to time) to pay for the provision of telecommunication services by that mobile network operator to a pre-paid mobile telephone effected using the Services and the Website.

## **Services**

The Services made available by us on the Website from time to time including the Top-Up services.

## **Website**

Any page relating to a website operated by Unlimicell or on Unlimicell's behalf.