

## TERMS & CONDITIONS

“Customer/You/Your” means the natural person ordering or otherwise purchasing products from the TTMM e-shop”

“TTMM e-shop or e-shop” means the website offered by TTMM for you to browse and chose suitable products for your personal needs.

“Terms” means these terms and conditions of sale for the purchase of our products offered in the TTMM e-shop.

“Us/Our/we” means To The Moon Mobile Limited, known as TTMM, our company registration number is 11637217 and our registered office address (for legal correspondence) is 71-75 Shelton Street, Covent Garden, London WC2H 9JQ

“Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

### **1. THESE TERMS**

**1.1** These are the terms and conditions on which we supply products and services to you.

**1.2** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the Service, what to do if there is a problem and other important information. By creating an Account and using a TTMM Pre-Pay SIM Card to access the services via a Mobile Phone, you will be deemed to have accepted this Agreement and will be referred to as a customer. Any SIM Card we provide to you is provided under license and remains our property. We may change your SIM Card or require you to return it at the end of this Agreement.

### **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

**2.1** We are To The Moon Mobile Ltd and our business address for legal correspondence is 71-75 Shelton Street, Covent Garden, London WC2H 9JQ .

**2.2** How to contact us. You can contact us by telephoning our customer service team on 1213 from TTMM network, or 02031730500 from a landline or non-TTMM mobile network. You can also use the information from the help <https://tothemoonmobile.com/help/> to contact us

**2.3** If we have to contact you, we will do so by telephone voice call or SMS or by writing to you at the email address or postal address that you provided to us in your registration or order.

### **3. OUR CONTRACT WITH YOU**

**3.1** To order a SIM card please visit our website at <https://tothemoonmobile.com/order-sim/>, or use our Mobile App available on iOS and Android platforms. The ordering process consists of several successive steps:

- (i). Acquaintance with tariff information
- (ii). Tariff Choice
- (iii). Payment of the package with a credit card
- (iv). Entering the current address details to which you need to deliver the SIM card
- (v). Entering your true and accurate information, including full name and email.

**3.2** Your order will be processed once we receive your confirmation via email, SMS or Push notification that will be sent to you by us. At this point the contract between us will become legally effective.

**3.3** If we are unable to accept your order, we will inform you about it and provide you the reasons. At this stage you will not be charged for the product.

**3.4** We will assign an order number to your order and inform you what it is when we accept your order. You will need your order number whenever you contact us about your order to help deal with your inquiry efficiently. If you have lost your order number we may need to verify the order with you and our own suppliers which might delay the response to you.

**3.5** We only sell our products and services to residents of the UK. Therefore, we cannot accept orders from or deliver to addresses outside the UK.

**3.6** You must be over 18 to place an order on our website and be resident in the United Kingdom.

**3.7** The information you provide to process your order must be true and accurate. Any order placed using false details or in a suspected fraudulent manner will be terminated immediately and reported to the appropriate authorities where necessary. Any undesigned usage of our website e-shop and/or Mobile App shall result in the immediate cancellation of any orders you place. Fraudulent or suspicious activities on our website and/or Mobile App will be reported to the relevant authorities.

#### **4. PROVISION OF THE SERVICES**

**4.1** The services which we agree to provide to you may not be available in all parts of the UK or abroad. We will provide roaming services in the EEA in accordance with applicable legislation. We reserve the right to add to, substitute, or to discontinue any part of the services at any time. We do not guarantee the continuing availability of any particular part of the services.

**4.2** The services are not fault free and they may be impaired by too many people trying to use the Network, geographical, topographical, atmospheric, or other conditions (including buildings, underpasses and other causes of interference) and/or circumstances beyond our reasonable control.

**4.3** If you use your SIM card abroad, you will be charged for the calls that you receive as well as for those that you make except when you roam in the Economic European Area in which case, subject to our Fair Use Policy, your voice and SMS usage will be charged at the same rate as the UK rate and your data allowance will be calculated in accordance with the EU Roaming Regulations. Charges incurred using your roaming service may take longer to be charged than normal Charges.

**4.4** The services may be used by you to access or link into websites, resources and/or networks based outside of the UK. We accept no responsibility for the content, services or otherwise in respect of these and you agree to conform to the acceptable use policies of such websites, resources and/or networks.

**4.5** You are able to use the Service to call the emergency services. Your number will be shown to the emergency operator. When making an emergency call, your location information will be provided to the emergency operator to the extent technically feasible.

**4.6** If the PAC / N-PAC process is delayed and the delay is our fault, you may be entitled to Porting Delay Compensation in the form of one-off reimbursement of a portion of your Charges. Contact TTMM customer services to find out more.

#### **5. YOUR / OUR RIGHTS TO MAKE CHANGES OR END THE CONTRACT**

**5.1** You may terminate this Agreement at any time by contacting us. Please visit TTMM website for methods of contact – [www.tothemoonmobile/contactus](http://www.tothemoonmobile/contactus) to give us notice of termination. You will not be able to claim back any credit on your Account or any sums in relation to any unused part of the purchased period. This Agreement will terminate once we have processed your request over the telephone.

**5.2** Either of us may terminate this Agreement at any time on notice to the other, without any liability, if that other party (the "Defaulting Party"):

**5.2.1** breaches this Agreement in a material way and does not put it right (where it is possible to do so) within a period of 15 working days after a request to do so; or;

**5.2.2** has bankruptcy or insolvency proceedings brought against them, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of that Defaulting Party's assets or that Defaulting Party becomes bankrupt or goes into liquidation.

**5.3** We may terminate this Agreement at any time on notice, without liability, if:

**5.3.1** we have reasonable cause to suspect a fraudulent payment has been made to purchase the SIM Card;

**5.3.2** we have reasonable cause to suspect that this Agreement has been entered into fraudulently or we suspect the fraudulent or improper use of the SIM card has occurred ; or

**5.3.3** you do anything (or allow anything to be done) which we reasonably think may damage or affect the operation of the network such as for example creating a GSM Gateway, Artificially Inflated Traffic or similar.

**5.3.4** you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or

**5.3.5** if for any reason your payment is reversed or fails to clear to our account.

**5.4** You may also end this Agreement, without penalty, immediately by notifying us if:

**5.4.1** the services are no longer available to you for a significant period of time (such a period not to be less than 7 days: or

**5.4.2** we notify you of an upcoming change or variation of the terms of this Agreement and you notify us before those changes take effect.

**5.5** We may also end this Agreement immediately by notifying you:

**5.5.1** we have reasonable cause to suspect the SIM card have been purchased through fraudulent means or that this Agreement has been entered into fraudulently; or

**5.5.2** if you do anything (or allow anything to be done) which we reasonably think may damage or affect the operation of the Network.

**5.5.3** if there is no chargeable activity for 90 days or more. After 60 days of no chargeable activity we will first notify you via SMS requesting to make chargeable outbound call, send a text or use data (calls to 1213 - customer services; or 999 - emergency services, are free and are not classed as a chargeable event). If you then fail to do so within 30 days from the date of the text we will send a final SMS notifying that you have not kept to this Agreement or not

used the services for 90 consecutive days and your mobile services will disconnect and you will lose any credit held on your account.

**5.5.4** you tell us that your mobile device containing your SIM card has been lost or stolen;

**5.5.5** you become bankrupt or make an arrangement with creditors. We may need to suspend our services if asked to do so by regulators or if required by law.

We may end the Agreement if we are permanently unable to provide our services to you.

**5.4** If this Agreement is ended;

**5.4.1** your access to the services will be disconnected;

**5.4.2** Any unused credit will be lost (whether or not this Agreement is ended during the purchased period); and

**5.4.3** you will no longer be entitled to use any number associated with your SIM Card unless you have ported the number to another network.

**5.5** We may suspend or terminate the provision of the services where this is strictly necessary:

**5.5.1** for reasons outside of our control; or;

**5.5.2** if any agreement, giving us access to any part of or the ability to provide the services is suspended or terminated.

**5.6** If the services are suspended, this Agreement will still continue.

**5.7** We may choose to suspend the services rather than to terminate them as a result of a breach by you of the terms of this Agreement. We reserve the right not to lift the suspension until you confirm that you will use the services only in accordance with the terms of this Agreement. We will continue to provide access to emergency services.

**5.8** Notwithstanding the provisions of this clause, you may also terminate this Agreement in accordance with the terms of sale by giving us at least 30 days' written notice.

**5.9** If, when your agreement with us ends, you would like to move to another network provider, you can do so by using either the PAC or N-PAC process. The following terms apply:

**5.9.1** The PAC process must be used when you wish to switch your provider and keep, or port your number.

**5.9.2** The N-PAC process (also known as STAC) must be used when you do not wish to port your number. Using the N-PAC process means that your existing mobile number from the previous provider will be terminated and you will not be able to reactivate it

**5.9.3** You can request your unique codes by text: for PAC, text to 65075, for N-PAC text to 75075, or for INFO text to 85075;

**5.9.4** You will not be charged for any notice period after the PAC / N-PAC process has been completed.

**5.10** Please note that if you leave us or use a PAC or STAC you may lose the value of any remaining credits or allowances.

**5.11** If you have changed your mind and want to return your SIM you can only do so if the seal on the packaging has not been broken and only with a 14 day period from the date of delivery. Once the seal has been broken, we cannot accept any SIM returns unless the SIM was deemed 'dead' on arrival or is faulty and is within 14 days of delivery.

**5.12** Refunds can only be made to the original card of purchase. Any refund due will be credited to the original card of purchase within 5 – 10 working days. It may take your card issuer additional 3-5 working days for your balance to update.

## **6. OUR RIGHTS TO MAKE CHANGES**

**6.1** The Service may vary from that what is ordered to:

**6.1.1** reflect changes in relevant laws and regulatory requirements for mobile telecommunications services that are imposed on our suppliers of which we have no control; or

**6.1.2** implement minor technical adjustments and improvements, for example to address a security threat, of which we have no control.

**6.2** Changes to these Terms. These terms may be changed from time to time You are encouraged to review the terms and conditions on a periodic basis to be check for non-substantive changes.

## **7. PROVIDING THE PRODUCTS**

**7.1** This Agreement will start when we connect you to the Network. By inserting your SIM Card into a Mobile Device you are expressly requesting that we provide you with the services.

**7.2** SIM cards (SIM Only or DataOnly) are delivered by Royal Mail (Royal Mail terms apply).

We can only deliver to a valid UK address and will normally deliver within 7 days. There are certain circumstances where your order may be delayed. Orders placed at the weekend or on a bank holiday will usually take 2-3 working days longer than normal. If you haven't received your order after 5 working days, contact us with your order details and we'll investigate.

**7.3** If royal mail cannot redeliver your order it will be returned to us which can take up to 21 days. If this happens, we'll try to get in touch with you to arrange a new delivery. If we can't contact you, we will cancel your order and refund you in the same way that you paid for your order – so if you paid by card, we'll credit the same card. Check the contents of your mailbox for the delivery of the SIM card. If the SIM card is not delivered due to the delivery-company fault within the time specified in paragraph 7.1, let us know to solve the problem.

**7.4** If you do not collect the products from the courier company or re-arrange a failed delivery to you, we may end the contract and clause 9.2 shall apply.

**7.5** We may need certain information from you so that we can supply the products to you, for example, your legal name, your delivery address and contact information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 shall apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part if this is caused by you not providing us the information we need within a reasonable time of us asking for it.

## **8. Your obligations upon cancellation or discontinuing service, (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**8.1** Please let us know by doing one of the following:

Phone or email. Call customer services on 02031730500 or email us at [customerservices@Tothemoonmobile.com](mailto:customerservices@Tothemoonmobile.com) or use on of the methods set out on the contact us page.

**8.2** If you end the contract for any reason after the SIM card(s) have been dispatched to you or you have received them, you must return them to us. You must email us at [customerservices@Tothemoonmobile.com](mailto:customerservices@Tothemoonmobile.com) for a return label.

**8.3** If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract. You will be required to pay the return postage in this instance. In all instances you must ensure that products are kept safe and secure and are received by us in the same condition that they were received to you.

**8.4** You are responsible for the product's safe carriage back to us so should therefore insure the product against any damage by couriers used by you to return the product to us. You will be charged for any defects or marks which reduce the value of the product and our ability to resell the product to another customer, this includes but is not limited to any scratches, marks, wear or other signs of use and can include damaged packaging or other signs of use which prevents us from selling this as a new item to another customer.

**8.5** We will pay the costs of return:

**8.5.1** if the products are faulty or misdescribed; or

**8.5.2** if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

**8.6** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**8.7** We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. We will not be able refund the price until we have received the product and have been able to inspect them. Risks of damage in transit are to be met by you for orders returned because of a change of mind.

**8.7.1** The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option

**8.8** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then:

**8.8.1** If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause **8.2**.

**8.8.2** In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

## **9. IF THERE IS A PROBLEM WITH THE PRODUCT**

**9.1** How to tell us about problems. If you have any questions or complaints about the product, please, visit our help <https://tothemoonmobile.com/help/>.

## **10. PRICE AND PAYMENT**

**10.1** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see Clause 11.3 for what happens if we discover an error in the price of the product you order.

**10.2** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**10.3** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. Where a pricing error is obvious and unmistakable and could reasonably have been recognised by you, we may end the contract, refund you any sums you have paid to us.

**10.4** We accept payment by Mastercard and Visa and will debit your payment on acceptance of your order placed with us. You must pay for the products before we dispatch them and must use a valid debit or credit card belonging to you, placing the order. All payment methods are subject to validation checks and we do not accept liability to you for delays caused by your payment card issuer declining or otherwise delaying payment to us for your order.

## **11. Limitation of liability**

**11.1** We will not be liable under this Agreement for any loss or damage caused by circumstances where:

**11.1.1** there is no breach of a legal duty of care owed to you by us;

**11.1.2** such loss or damage is not a reasonably foreseeable result of any such breach; or

**11.1.3** such loss or damage results from the breach by you of any term of this Agreement.

**11.2** Our liability shall not in any event include losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.

**11.3** Nothing in this Agreement shall:

**11.3.1** exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or

**11.3.2** limit your rights as a consumer under applicable law.

**11.4** All services are provided on a commercially reasonable basis. Although we will provide the services with reasonable skill and care, we make no warranty that the services will meet your exact requirements or that they will always be available.

**11.5** Each provision of this clause operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after the Agreement has been terminated or cancelled.

**11.6** Subject to clause 12.1 the total liability of TTMM and its Affiliates in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Terms will be limited to the amount of the sums paid by the Client to TTMM pursuant to these Terms of Use (excluding VAT and expenses) during the twelve (12) months preceding the date on which the claim arose; and

**11.6.1** TTMM and its Affiliates will not be liable to the Client in contract, tort, misrepresentation or otherwise (including negligence), for any:

**11.6.2** loss of profits, loss of business, loss of data, depletion of goodwill and/or similar losses or pure economic loss (whether direct, indirect or consequential);

**11.6.3** indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, which arises out of or in connection with the Terms.

## **12. DATA PROTECTION**

**12.1** For the purpose of the Data Protection Act 2018, we are the data controller. We comply with our obligations under this law in accordance with our Privacy Policy here.

### **13 OTHER IMPORTANT TERMS**

**13.1** We may transfer our rights and obligations under this agreement to someone else

**13.2** This contract is between you and us and does not convey any rights or obligations onto a third party. By entering into this contract, you are vowing you have the legal rights and capacity to enter into a legal agreement.

**13.3** If a court finds part of this contract unlawful, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**13.4** Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**13.5** Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by the Laws of England and Wales and you can bring legal proceedings in respect of the products in the courts of England and Wales.

**13.6** Online Dispute Resolution (ODR) Platform. We are obliged by European Union law to provide you with a direct link to the Online Dispute Resolution (ODR) platform, which can be accessed here <https://ec.europa.eu/consumers/odr>

### **14. Intellectual Property rights**

**14.1** All information on the site is owned and licensed by TTMM and is protected by law and shall remain with us at all times, along with any related title and goodwill attached to them. You may not copy TTMM logos, pictures or any other documentation that is the property of TTMM

**14.2** TTMM grants you as a Customer a revocable, non-transferable and non-exclusive right to use the IP related to the Products and Services provided by TTMM strictly for the proper use of the Services or Products, in accordance with, and for the duration of, the Agreement. TTMM or its licensor fully retain the rights to all corresponding IP rights.