

TERMS & CONDITIONS OF PREPAY MOBILE SERVICES

1. YOUR AGREEMENT

1. These are the terms and conditions on which mobile services (**Services**) are provided to you by To The Moon Mobile Limited, which we refer to in these terms as “TTMM” or “we”, “us” or “our”. When we say “you”, “your” or “Customer” we mean you, our customer. Your **Agreement** with us is also made up of the charges and other tariff details available and periodically updated on our website (<https://tothemoonmobile.com>) (**Pricing Information**), our Privacy Policy and Cookie Policy and any other supplemental (including promotional) terms and conditions that may be relevant from time-to-time for the Services you are using and which are published on our website, such as any fair use policy. Further information on the Services can also be found in our Help sections on our website (<https://tothemoonmobile.com/help/>).

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 our Services to you, how you and we may change or end the Services, what to do if there is a problem and other important information. By creating an account, purchasing a bundle or inserting or using a TTMM SIM card to access the services you will be deemed to have accepted the terms of the Agreement as set out in clause 1.1. We will connect you to the network as soon as possible so you can access the Services.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are To The Moon Mobile Limited and our company registration number is 11637217, our VAT number is 313671421 and our registered office address is The Bondworks, 77 Farringdon Road, London, EC1M 3JU.

2.2 You can contact us by telephoning our customer service team on 1200 from the TTMM mobile network, or 02031730500 from a landline or non-TTMM mobile network. You can also contact us in the ways set out in our Help pages on our website.

2.3 If we contact you we will do so by telephone call, text, email, via our mobile App, by publishing on our website, including by changing the charges or this Agreement as set out in clause 1.1, by notifying you by recorded message or other means.

3. YOUR BUNDLE ALLOWANCE

3.1 Unless specified otherwise, a bundle lasts for a period of 30 days, from the day it is added to your account until 23.59 GMT or BST, whichever is in force, on day 30 (the **Bundle Period**). Your next bundle will automatically renew on the following day provided you have enough credit. We may also offer other payment methods to renew your bundle, as set out on our website. If we can't renew your next bundle, for example because you don't have enough credit, your Services will be provided on standard pay as you go rates (and you will not be able to use data services).

3.2 If you exhaust your data allowance before the end of the 30 day Bundle Period, you may contact us and request a renewal of your next 30 day bundle, provided you have enough credit. We may also offer other payment methods to renew your bundle, as set out on our website.

3.3 Each time you use your Services your bundle allowance will be reduced according to the duration and type of call or message or the amount of data used. Out-of-bundle charges apply for usage not included in your bundle and you must have sufficient credit available. If you use all your data allowance you will no longer be able to use data until your next bundle allowance is renewed. If you have any remaining bundle allowance at the end of a Bundle Period it will expire and will not be rolled-over into the next period, unless we notify you otherwise.

3.4 Our Pricing Information sets out all current charges including details of the calls and other traffic types included within the bundle allowance; out of bundle charges for usage not included in the bundle; and standard pay as you go rates if you do not renew your bundle. All charges include VAT where applicable.

3.5 If you don't want your bundle to automatically renew, or you want to change your bundle allowance at the next renewal date, you can use the settings on our App or contact us in any of the ways set out in clause 2.2.

3.6 If we need to terminate or change your bundle allowance, the bundle charge applicable to your bundle (**Bundle Charge**) or any bundle terms to your disadvantage we will give you notice and the terms of clause 8 (Our Rights to Make Changes) shall apply.

4. PAYMENT

4.1 Each Bundle Period you will be charged the relevant Bundle Charge for the following Bundle Period. When you order our SIM card we will take payment for the first Bundle Charge by credit or debit card or other payment methods we permit. Subsequent Bundle Charges and

all out-of-bundle or other charges will be payable from your mobile credit account or other payment methods we permit (if any). We will notify you by email or text or via our mobile App when your regular Bundle Charge payment will be taken.

4.2 You may register a credit or debit card with us to make top up payments.

4.3 If you agree and authorise recurring payments, your mobile credit account will be automatically topped-up on the last day of each applicable Bundle Period. By providing permission for recurring payments, you authorize regularly scheduled charges to your credit / debit card on or around the date referred to above until either the payments end because the Agreement is terminated, the Services are suspended or until permission has been removed by the cardholder.

We will submit you a notice (i) for setting-up the recurring payment or making any changes to the amount and / or dates of recurring payments (and you acknowledge and agree that if you decide and proceed to change your existing bundle, the recurring payment date will be updated with the expiration date, as well as the amount, of the newly-purchased bundle); (ii) 7 days prior to the date of the relevant recurring payment; (iii) to confirm the cancellation of the recurring payments; (iv) to confirm that the payment has been deducted successfully; and (v) when there was a problem with processing and / or deducting the relevant payment amount. Notice may be submitted to you by email or text or via our mobile App.

You understand that this authorization will remain in effect until you cancel it in writing and you agree to notify TTMM of any changes in your account information or termination of this authorization at least 3 days prior to the next billing date.

You certify that you are an authorized user of the relevant credit / debit card and you will not dispute these scheduled transactions so long as the transactions conform to the terms of your subscription and this Agreement.

4.4 If you do not agree with your payment amount, you must notify us with reasons as soon as possible – at least within one month. This will not suspend your payment obligations.

4.5 You are responsible to pay your charges in full even if incurred by someone else using your Services and even if you dispute the charges. We may collect any unpaid amounts by making a deduction from your mobile credit account or using any credit card or debit card details you have given us. We may also charge you interest on unpaid amounts at the rate of 2% per annum

above the base rate of Lloyds Bank, until the date you make payment. We may ultimately suspend your Services and may cancel this Agreement: we will let you know before taking these actions. You will not be able to port your number to another network while payment amounts owed to us remain outstanding.

5. PROVISION OF THE SERVICES

5.1 We will aim to provide you with a continuous service and with the quality expected from a competent provider using reasonable care and skill, but we cannot guarantee that the Services will be fault-free, meet your exact requirements or be available continuously or everywhere in the UK. Please check the coverage checker at <https://coverage.ee.co.uk/coverage/aqa>.

5.2 There may be factors outside of our control that impact availability or quality, including environmental factors such as weather or type of building, the number of people using the network and faults or maintenance or repair work in the network(s) we use to provide the Services. Please [contact us](#) if you experience a Service issue and we'll try to fix it.

5.3 We will provide you with a SIM and a number. We own the SIM and number at all times and you must return either if we request for example, the number if required by a regulatory body. You are responsible for other people who use your Services complying with this Agreement. You must call us immediately if your SIM is lost, stolen or damaged. We do not have to refund you for any Services you have paid for in advance. You will remain responsible for all charges incurred as a result of unauthorized use of your SIM until you notify us and we can suspend your Services. We may charge you for a replacement SIM card.

5.4 Devices which you bring to the network used by us to provide the Services are your responsibility, including their compatibility and functionality. We are not responsible if data is lost or the device damaged during any unlocking process and you should back-up or store separately such data.

5.5 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.

5.6 If you use the Services in the European Economic Area we will provide Services utilizing our roaming partners from time-to-time and in line with applicable legislation and any fair use policy published on our website. Please see the [Roaming section](#) of our Help pages on our website for further information.

6. ACCEPTABLE USE POLICY

6.1 Our Acceptable Use Policy states that the Services are provided to you on condition that:

- a. you do not use them in a fraudulent, criminal, unlawful, improper, offensive, abusive, defamatory, obscene or menacing manner (including to our staff), or in breach of confidence, copyright, privacy or any other intellectual property or third party rights;
- b. you comply with this Agreement including any detailed acceptable use requirements on our website and follow all reasonable instructions and guidelines we give you;
- c. you do not cause annoyance, inconvenience or needless anxiety or send or provide unsolicited advertising or promotional material;
- d. you act in accordance with all commercially acceptable use policies of any third party telecommunications or other suppliers and the reasonable use standards normally expected over the internet;
- e. you use the Services for private, legitimate, consumer and non-commercial use and don't resell our Services;
- f. you use only reliable equipment approved for use with the network and do not act in a way which may damage or affect the operation of the network or any systems or the quality of the Services or our other customers, including by using GSM gateways or SIM-boxes or generating artificially inflated traffic;
- g. you provide us with accurate personal information and you notify us promptly if such information changes, otherwise we will have the right to immediately suspend or terminate your Services.
- h. you are entitled to use TTM services while roaming in the EU for short-term periodic travel, such as holidays or short trips. You may not use TTM services exclusively or a majority of the time in the EU.

If we reasonably suspect you're not acting in accordance with this fair use policy, or if you use more than 20GB of data in any month when in the EU, we reserve the right to do any of the following:

- Restrict your ability to use data until you purchase a new bundle
- Charge a fee per MB for all data above 20GB per month, for the duration of your bundle (at rates set out on our Bundles and/or Roaming pages)
- Reduce your data speed

- Cancel your bundle
- Prevent you from purchasing further bundles
- Suspend your service and/or disconnect your SIM card (in the event of repeated non-compliance with this policy)

TTM will take reasonable steps to attempt to contact you and discuss/investigate your actual usage before taking any of the actions described above.

7. YOUR / OUR RIGHTS TO END THE CONTRACT OR SUSPEND SERVICES

7.1 You may terminate this Agreement at any time by contacting us in the ways set out in clause 2.2. You will not be able to claim back any unused airtime credit on your account or any sums in relation to any unused part of the Bundle Period.

7.2 We may terminate this Agreement at any time by giving notice to you, without any liability, if you:

- a. fail to pay the charges in full or on time;
- b. fail to adhere to our Acceptable Use Policy as set out in clause 6;
- c. breach this Agreement in a material way and do not put it right (where it is possible to do so) within a period of 15 working days after a request to do so;
- d. all of the Services are no longer available for use for a period longer than seven days or, any agreement giving us access to the network we use to provide the Services or our right to provide the Services is suspended or terminated; or
- e. if there is no chargeable activity on your SIM card for 90 days or more. After 60 days of no chargeable activity we will first contact you requesting you to make a chargeable outbound call, send a text or use data (calls to 1200 - 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 that contact we will contact you again to confirm that you have not used the Services for 90 consecutive days and your mobile services will be disconnected and you will lose any credit held on your account.

7.3 If this Agreement is ended:

- a. your access to the Services will be disconnected and you will lose any remaining bundle allowance;
- b. any unused airtime credit will be lost; and

c. you will no longer be entitled to use any number associated with your SIM card and we will recycle it unless you have ported the number to another network.

7.4 We may need to suspend the provision of the Services:

- a. for reasons outside of our control where this is strictly necessary;
- b. for operational or emergency reasons where we have to interrupt the Services, for example, due to maintenance of the network we use to provide the Services, or bar certain numbers to prevent fraud; or
- c. if asked to do so by government or competent authorities or if required by law.

7.5 If the Services are suspended, this Agreement will still continue.

7.6 We may choose to suspend the Services in the situations where we have the right to terminate this Agreement, as an alternative or additional right. 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.

8. OUR RIGHTS TO MAKE CHANGES

8.1 We may need to change our Services or these terms and conditions at any time, for legal or regulatory reasons, due to network or technology changes or for other good technical or commercial reasons, for example, changes to or withdrawal of Services if they become technically impractical or are not fulfilling their economic purpose for us or for you. We may need to change our charges at any time.

8.2 We will publish such changes on our website, including by changing our Pricing Information or these terms available at <https://tothemoonmobile.com>. We may also choose to notify you by phone, text, email or the other methods stated in clause 2.3.

8.3 If any change is likely to cause material detriment to you in our reasonable opinion, we will give you at least one month's notice by email or text or via our mobile App. If you do not accept such change, you may cancel this Agreement by notifying us at any time before any such materially detrimental change comes into force.

8.4 Your continued use of the Services after the date of any change will be deemed to be your acceptance of the change.

9. RETURNS (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 You may notify us you want to cancel this Agreement at no cost (other than a pro rata amount of the Bundle Charge, plus any other charges already incurred, to the date you let us know you want to cancel) and without giving any reason within 14 days from the date after this Agreement started or you received your SIM card (“Cooling Off Period”). You will not receive a refund of any free airtime credit which you received from us (if any). You may use the standard cancellation form available on our website if you wish. You will need to return the SIM card to us at your cost. You agree that your use of the Services may start before the end of the Cooling Off Period. You can contact us in the ways set out in clause 2.2.

9.2 If your SIM is defective at any time and you obtained it from us please get in touch with us.

9.3 This clause 9 does not affect your legal rights as a consumer which cannot be limited under English law (please contact your local trading standards or citizens advice bureau for more information on your rights).

10. RESOLVING DISPUTES

10.1 Please contact us if you have a complaint or query. You can contact us in the ways set out in clause 2.2, or as set out in our Customer Complaint Code. We will work closely with you to resolve any disputes that may arise.

10.2 We will endeavour to resolve any dispute as soon as possible, and where necessary to investigate any claims you make. Further details of our disputes process are set out in our Customer Complaint Code, available at <https://tothemoonmobile.com/complaints-code>.

10.3 Our Customer Complaint Code also includes details of an independent dispute resolution body that we are a member of – the Communication & Internet Services Adjudication Scheme (CISAS). To contact CISAS, please visit <https://www.cedr.com/consumer/cisas/> or call on 020 7520 3814.

11. LIMITATION OF LIABILITY

11.1 We are only legally responsible to you:

- a. as set out in this Agreement or in accordance with your legal rights; and
- b. for your loss or damage which we directly cause.

11.2 You must tell us of any claim against us promptly while we still retain relevant records.

11.3 Our total liability to you is limited to a maximum of £250.

11.4 We exclude all liability to you for:

- a. loss or damage of a type that could not reasonably have been expected by both of us when we entered this Agreement;
- b. loss of income, profit, business, savings, lost opportunity or wasted expense;
- c. loss or damage to your equipment, software, data or content unless due to our negligence;
- d. loss or damage related to third party sites or other internet usage accessed through our service, including their content, any goods and services you obtain from them or viruses.

11.5 Nothing in this agreement limits or removes our liability for our fraud, for death or injury caused by our negligence, or relating to consumer rights that cannot be limited under English law.

11.6 Any part of these terms that is not legally effective will not affect the remainder of these terms, which will remain effective. This clause 11 will continue to apply even after the end of this Agreement.

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

12. DATA PROTECTION

12.1 We will only use personal data about you as set out in our Privacy Policy available on our website at <https://tothemoonmobile.com/privacy>.

13. OTHER IMPORTANT TERMS

13.1 This Agreement is personal to you. You may not transfer your rights or responsibilities to someone else without our consent. We may transfer our rights and responsibilities without your consent provided the Services and your rights under this Agreement are not significantly reduced.

13.2 This Agreement does not confer any benefit on any third party under the Contracts (Rights of Third Parties) Act 1999.

13.3 This Agreement shall be interpreted under English law and any court proceedings related to a dispute will be heard in the English courts.

13.4 Even if we delay in enforcing this Agreement, 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 Agreement, 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 We will monitor and record some calls or webchat communications to customer services for training and quality control purposes or operational or compliance reasons. We may also record all calls to the emergency services.