

## **“The Sun Special Offer” (“the Offer”)**

These terms and conditions (“the Terms”) of To The Moon Mobile Ltd. (“the Company”) govern your application for and participation in the Offer. Please read these Terms together with all applicable policies carefully before using any part of the Offer. If in doubt, please consult and seek professional advice from your advisors before proceeding to register or apply for or use any part of the Offer.

The Company, at its discretion, may notify you of any changes to these Terms by emailing you (at the email address entered by you into the registration form), by providing a notice through SMS or by placing a notice within the relevant mobile application.

The Offer is provided to you on an “as is” and “as available” basis without warranties or representations from the Company of any kind, either express or implied.

By participating in the Offer, all participants will be deemed to have accepted and be bound by the Terms. These Terms prevail in the event of any conflict or inconsistency with any other communications, including any advertising or promotional materials.

IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OUTLINED HEREIN, DO NOT ACCEPT OR USE THE OFFER.

### **Definition**

“Bundle” means telecommunication service or a collection of services that the customer can purchase to gain access to certain features on the SIM-equipped device. These features usually include voice calls, SMS, mobile data etc. “Bundle” may also be referred to as the “plan”.

“KYC Documentation” means the documentation required to be provided by the customer when accepting the offer and shall include a copy of the valid identification document (e.g. passport, ID card, residence permit or driving license), as well as a copy of the proof of address (e.g. utility bill, bank statement or mortgage assessment).

### **Term of the Offer and changes**

This Offer shall be valid from 24<sup>th</sup> November, 2021 to 30<sup>th</sup> November, 2021 (both dates inclusive; “the Offer Period”).

The Offer Period can be extended at the discretion of the Company.

The Company reserves the right to withdraw the Offer at any point during the Offer Period. In the event of any dispute the decision of the Company is final. No correspondence will be entered into.

### **Participation**

The Offer is provided through the Company’s website <https://tothemoonmobile.com/> or application known as TTM Mobile and available in App Store and Google Play. The Offer is not to be considered a competition, game, lottery, or betting, and is not based on risk.

Each person shall be allowed to accept the Offer only once.

The customer accepts the Offer by ordering a Company’s SIM, completing the registration process within the TTM Mobile app available in App Store or Google Play and paying the applicable amount. Without

prejudice to any other terms, where the relevant SIM has not been activated within 30 days, the Offer in relation to such SIM shall lapse and be of no force.

No applications from organised groups, third parties, agents, macros or other automated means, will be allowed. Incomplete applications or applications that are not in accordance with these Terms will be rejected.

Every customer accepting the Offer will, upon payment of the amount of 10 GBP, become a subscriber of the certain services provided by the Company (“the Effective Date” and “the Subscriber”).

For the avoidance of doubt, the Company reserves the right to require the submission of further documentation or passing of additional procedures to become the Subscriber. Any information and documents provided to the Company may be shared with the qualified third parties in the course of anti-money laundering and other appropriate checks in order to provide the relevant services and to comply with applicable statutory requirements. Further details on information sharing may be found in <https://www.tothemoonmobile.com/privacy.pdf>

### **Use of services**

For each of 3 (three) consecutive 30 (thirty) days periods (individually “the Period” and collectively “the Total Period”) starting from the Effective Date the Company will allocate the Subscriber 10GB of data and unlimited calls and sms (calls and sms apply to UK numbers, as well as EU to EU calls only).

Where at any point in time prior to the expiration of the Total Period the Subscriber purchases any other Bundle offered by the Company, the Subscriber’s participation in the Offer will immediately stop on the date of activation of such other Bundle offered by the Company and, without limitation, the Company will be under no obligation to offer and allocate to the Subscriber any 10GB data / unlimited calls and sms which the Subscriber would otherwise be entitled to if the Subscriber continued staying within the Offer. Irrespective of the timing when the Subscriber activates new Bundle and the Subscriber’s participation in the Offer is cancelled, the Company shall have no obligation to repay any part of the funds paid by the Subscriber for the participation in the Offer.

Where at any point during any Period, the Subscriber’s 10Gb data allocation is exhausted, the Subscriber’s access to data will be suspended until the start of the next Period and the Company will be under no obligation to offer and allocate to the Subscriber any more data for the current Period. Notwithstanding this, the Subscriber may purchase any other Bundle offered by the Company, in which event the provisions of the immediately preceding paragraph above will apply.

### **“Refer a friend”**

Terms and conditions applicable to “Refer a friend” offer of the Company apply to referrals related to this Offer too, provided that (1) the Subscriber purchases at least one Bundle following the completion of the Total Period, or (2) during the Total Period the Subscriber purchases any Bundle.

Further details on “Refer a friend” offer of the Company are available at [Take your friends to the moon | To The Moon Mobile UK](#).

### **Personal information**

Whilst the Company takes all commercially reasonable measures to secure customers’ personal information from unauthorised use, the Company cannot guarantee that unauthorised third parties will never be able to defeat those measures. The customer acknowledges that it provides the relevant personal information at the customer’s own risk.

**Applicable liability**

In no event shall the Company, its shareholders, directors, officers, employees, representatives or agents be liable (jointly or severally) to a customer for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Offer, these Terms, on any theory of liability, and whether or not advised of the possibility of damage.