

Terms and Conditions

Background:

These Terms and Conditions are the standard terms for the sale of eSIM services via website <https://fedafone.com> and/or Telegram messenger and/or iOS app fedafone by FEDAFONE LTD, trading under the brand fedafone.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

t.me/fedafone_bot – bot in Telegram messenger.

<https://fedafone.com> – service website in Internet.

fedafone – iOS app for iPhone and iPad.

Calendar Day means any day of the year.

Contract means the contract for the purchase and sale of Services, as explained in Clause 3.

Order means your order for the Services, made via website <https://fedafone.com> and/or Telegram messenger t.me/fedafone_bot and/or iOS app fedafone.

Order Confirmation means Our acceptance and confirmation of your Order in the form of QR-code for eSIM sent as described in Clause 3.

Pre-Contract Information means this Terms and Conditions, information about FEDAFONE LTD, the Services, pricing, and all information that will be made available to you via website <https://fedafone.com> and/or Telegram messenger t.me/fedafone_bot and/or iOS app fedafone.

Price means the price payable for the Services and available on website <https://fedafone.com> and/or Telegram messenger t.me/fedafone_bot and/or iOS app fedafone;

Services means the services on sale of a third party embedded SIM cards (eSIM) as specified in your Order (and confirmed in Our Order Confirmation);

Special Price means a special offer price payable for the Services; and

We/us/our means FEDAFONE LTD, trading under the brand name fedafone, a company registered in the United Kingdom under the #15111795 from September 4th, 2023, with registered address at HA4 7AE, 2nd Floor College House 17 King Edwards Road, RUISLIP, London, UNITED KINGDOM.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by email, text message or other means.

2. Information About Us

- 2.1 FEDAFONE LTD, trading under the brand name fedafone, a company registered in the United Kingdom under the #15111795 from September 4th, 2023, with registered address at HA4 7AE, 2nd Floor College House 17 King Edwards Road, RUISLIP, London, UNITED KINGDOM.
- 2.2 We ARE NOT mobile provider or mobile network operator. Data services are provided by their respected network provider in their country. Although we are not the network provider; we will provide support to end-users who purchase services we resell.
- 2.3 WE DO NOT ASSUME ANY RESPONSIBILITY AND MAY NOT BE HELD RESPONSIBLE OR LIABLE FOR CONNECTIVITY AS SUCH, ITS QUALITY, QUANTITY, DIVERSITY, COVERAGE, SECURITY OR/AND ANY OTHER FEATURE OR OPTION A CONSUMER MAY EXPECT FROM A MOBILE OPERATOR OR PROVIDER.
- 2.4 By accepting this Terms and Conditions you expressly acknowledge that you have read, understood, consent and agree to the terms of use of fedafone available on: <https://fedafone.com/terms-and-conditions/>. Those terms and conditions may be amended from time to time, and you agree to accept all such amendments as well as agree that it is your sole responsibility to review and get yourself familiar with all such amendments.
- 2.5 We provide our services via website <https://fedafone.com> and/or Telegram-bot t.me/fedafone_bot and/or iOS app fedafone. Our website contains link to t.me/fedafone_bot. Telegram is NOT owned or controlled by Us. PLEASE NOTE that Telegram operates according to its own terms of service available on <https://telegram.org/tos> as may be amended from time to time. By accepting this Terms and Conditions you agree to use Telegram as primary mean of communication. IF YOU DISAGREE WITH TELEGRAM TERMS OF USE OR ANY OTHER POLICY, PLEASE DON'T USE OUR SERVICES.

3. The Contract

- 3.1 These Terms and Conditions govern the sale of Services by us via website <https://fedafone.com> and/or Telegram messenger t.me/fedafone_bot and/or iOS app fedafone and will form the basis of the Contract between us and you. Before submitting your Order, you should ensure that you have read these Terms and Conditions and the Pre-Contract Information carefully.
- 3.2 Nothing provided by us including, but not limited to, information given in the t.me/fedafone_bot, over the telephone or in messengers, sales and marketing literature, price lists and other information constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may accept at our discretion.
- 3.3 A legally binding Contract between us and you will be created upon our acceptance of your Order (Order Confirmation). Order Confirmations will be provided in writing on website <https://fedafone.com> and/or Telegram messenger t.me/fedafone_bot and/or iOS app fedafone.
- 3.4 IT IS YOUR RESPONSIBILITY TO MAKE SURE OUR SERVICES ARE COMPATIBLE WITH YOUR DEVICE AND LAWS AND REGULATIONS OF STATE YOU INTEND TO USE OUR SERVICES IN. We are using our best efforts to make a list of devices that are compatible with the Services as well as are happy to provide you with consultation base on third party information on compatibility however in no event we assume any responsibility on its accuracy.

4. Orders

- 4.1 All Orders for Services made by you via website <https://fedafone.com> and/or Telegram messenger t.me/fedafone_bot and/or iOS app fedafone will be subject to these Terms and Conditions.
- 4.2 Unless otherwise is indicated in this Clause 4 you may not cancel your Order once you received the Order Confirmation.
- 4.3 If you change your mind, you may cancel your Order in certain cases. Please refer to Clauses 11 for details of your cancellation options.
- 4.4 We may cancel your Order at any time in the following circumstances:
- 4.4.1 The required materials (eSIM) necessary for the provision of the Services are not available;or
 - 4.4.2 An event outside of our control continues for more than 15 calendar days (please see Clause 10 for events outside of Our control).
- 4.5 If we cancel your Order under sub-Clause 4.4 and you have already made any payment to us, thepayment will be refunded to you within 30 business days. If we cancel your Order the cancellation will be confirmed in writing via Account page on website <https://fedafone.com> and/or Telegram messenger t.me/fedafone_bot and/or iOS app fedafone.
- 4.6 We reserve the right to limit the sales of Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit thequantity of Services that we offer.

5. Price and Payment

- 5.1 The Price of the Services will be available on website <https://fedafone.com> and/or Telegram messenger @ t.me/fedafone_bot and/or iOS app fedafone.
- 5.2 If we offer a Special Price, the Special Price will be valid for a period indicated on website <https://fedafone.com> and/or Telegram messenger t.me/fedafone_bot and/or iOS app fedafone or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. If the Special Price requires a promotion or voucher code and you are unable to provide a valid promotion or voucher code when making your Order, the Special Price will not be available to you. Orders placed during the validity period of a Special Price will be accepted at the Special Price even if we do not accept your Order until after the period has expired.
- 5.3 Our Prices may change at any time, but these changes will not affect any Orders that we have already accepted.
- 5.4 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where we have already received payment from you.
- 5.5 Pricing and payment structures (including due dates for payment) may vary according to the nature of the Services ordered.

- 5.6 All and any bank fees and/or fees associated to payment methods listed in sub-Clause 5.6. shall be borne by you.
- 5.7 If you do not make any payment to us by the due date, we reserve our right to cancel your Order without additional notice to you.
- 5.8 The provisions of sub-Clause 5.8 will not apply if you have promptly contacted us to dispute an invoice or payment for Services in good faith. No interest will accrue while such a dispute is ongoing.

6. Providing the Services

- 5.9 We will provide the Services with reasonable skill and care, consistent with best practices and standards in the industry, and in accordance with any information provided by us about the Services and about us.
- 5.10 We will make every reasonable effort to provide the Services in a timely manner and to complete them on time. We cannot, however, be responsible for any delays if an event outside of our reasonable control occurs. Please see Clause 10 for events outside of our control.
- 5.11 If we require any information from you in order to provide the Services, we will inform you of this as soon as is reasonably possible.
- 5.12 If the information you provide under sub-Clause 6.3 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result.

7. Problems with the Services

- 7.1 We always use reasonable endeavors to ensure that our Services are trouble-free. If, however, there is a problem with the Services we request that you inform us as soon as is reasonable possible via website <https://fedafone.com> and/or Telegram messenger t.me/fedafone_bot and/or iOS app fedafone.
- 7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonable possible and practical.

8. Prohibited use of Services

8.1 You MAY NOT use Services and eSIMs:

(a) for any unlawful purpose; (b) to solicit others to perform or participate in unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules or local ordinances; (d) to infringe or violate our or any third party's intellectual property rights; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate or discriminate on the basis of gender, sexual orientation, religion, ethnicity, race, age, national origin or disability; (f) to present false or misleading information; (g) to upload or transmit viruses or any other malicious code that is or maybe used in any way that could compromise the functionality or performance of the Service or any related website, other sites or the Internet; (h) to collect or track personal information about others; (i) to generate spam, phishing, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other sites or the Internet; (l) in violation of this Terms and Conditions, Pre-Contractual information. We reserve the right to suspend your use of the Service or any related website for violating any of the prohibited use items.

9. Our Liability

- 9.1 WE MAKE NO WARRANTY OR REPRESENTATION THAT THE SERVICES ARE FIT FOR COMMERCIAL, BUSINESS, OR INDUSTRIAL PURPOSES OF ANY KIND (INCLUDING RESALE), ARE COMPLETE OR FREE OF ERRORS.
- 9.2 WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, INTERRUPTION TO BUSINESS OR FOR ANY LOSS OF BUSINESS OPPORTUNITY.
- 9.3 WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS, SUITABILITY OR USABILITY FOR A PARTICULAR PURPOSE OR PERIOD, AND NON-INFRINGEMENT WITH RESPECT TO ALL SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR OTHER PRODUCTS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION THE MOBILE SERVICES, CONNECTIVITY, SECURITY, COVERAGE OR IMSI.
- 9.4 IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD-PARTY FOR USAGE OF THE SERVICES. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD-PARTY FOR COMPATIBILITY OF THE SERVICES TO DEVICE THE SERVICES ARE, WILL OR WERE INTENDED TO BE USED ON.

10. Events Outside of Our Control (Force Majeure)

- 10.11 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, mobile coverage failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.

11. Cancellation and Refunds

- 11.2 You may cancel your Order via Account page on website <https://fedafone.com> and/or Telegram messenger t.me/fedafone_bot and/or iOS app fedafone any time before you paid the price for the Services.
- 11.3 Order cancellation and full refund is possible if:
- 11.3.3 You have not installed eSIM on your device,
 - 11.3.4 You have installed but not activated eSIM on your device,
 - 11.3.5 Your device does not support eSIM technology, but you have already paid for the Order;
- 11.4 We may issue a full refund and cancel the Order no later than 21 (twenty-one) calendar days after payment and receipt of the Order for all bundles except bundles for Japan. In this case, you may request the cancellation of the Order and refund no later than: 3 (three) calendar days for bundles for 7 (seven) days; 7 (seven) calendar days for bundles for 15 (fifteen) days; and 14 (fourteen) calendar days for bundles for 30 (thirty) days.
- 11.5 As indicated in sub-Clause 4.4. the Order may be cancelled at any time if the required materials (eSIM) necessary for the provision of the Services are not available; or an event outside of our control continues for more than 15 (fifteen) calendar days.

- 11.6 Refunds under this Clause 11 will be issued to you no later than 30 (thirty) Business Days after the date on which you inform us that you wish to cancel.
- 11.7 Refunds under this Clause 11 will be made using the same payment method you used when ordering the Services unless you specifically request that we make a refund using a different method.

12. Communication and Contact Details

- 12.1 If you wish to contact us with general questions or complaints, you may contact us by email at support@fedafone.com or via Telegram t.me/fedafone_bot and/or via iOS app fedafone.
- 12.2 For orders, payments and delivery please contact us via website <https://fedafone.com> and/or Telegram messenger t.me/fedafone_bot and/or iOS app fedafone.

13. Complaints and Feedback

- 13.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavors to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
- 13.2 All complaints are handled in accordance with our complaints policy and procedure, available on <https://fedafone.com/complaints>.

14. How We Use Your Personal Information (Data Protection)

- 14.1 We will only use your personal information as set out in our Privacy Notice available on <https://fedafone.com/privacy>.

15. Other Important Terms

- 15.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 15.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 15.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid, or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 15.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other

provision.

16. Governing Law and Jurisdiction

16.1 These Terms and Conditions, the Contract, and the relationship between you and us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of United Kingdom.

16.2 Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, the Contract, or the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of United Kingdom.

