

## Definitions:

“**Agreement**” is the agreement between You and Us for the Service (see 1a below) to which these conditions will apply.

“**Account**” is the account in which the Service is registered to a nominated mobile phone number and where We record all Your credit and charges.

“**Billing Card**” means the bank account, credit card or other type of payment card used to pay Us and details of which You supply to us and which You are authorised to use.

“**Charges**” are the charges for the Service (see 1a below) You use and these are shown in the Price List, as updated from time to time.

“**Credit**” means the monetary amount We credit to Your account via Our pre pay service.

“**Customer Enrolment Charge and Customer Renewal Charge**” means the annual charge that Your account is subject to, following the twelfth month anniversary of the activation of Your account.

“**Network Operator**” is the UK network operator which you are using or contracting with to use our service, such as but not limited to O2, Orange, Three and T-Mobile.

“**Support Centre**” is reachable by emailing support@auracall.com or by calling Our offices on 084 4545 3555 during UK office hours, Monday – Friday 9.30am – 5.30pm.

“**Service**” or “**Product**” is defined as in 1a below.

“**We**” “**Us**” and “**Our**” mean Auracall Limited and its related Services.

“**Website**” means www.auracall.com unless specified otherwise.

## Acceptance of Terms and Conditions

We promote the Service including via ‘Certified Agents’ and provide Products to You (the “Customer” or “You” or “Your”) either directly or, where We have approved a Certified Agent (a “Certified Agent”), through a Certified Agent, in accordance with the following Terms and Conditions of Sale (the “Terms and Conditions of Sale”). The following terms and conditions apply to all transactions made on Our Website or Registration Form or over the telephone. Please read them carefully. Terms and conditions may be subject to change at any time. Should You continue to use Our Services after a change has been published on Our Website, You will be deemed to have accepted such changes. By placing an order You are confirming Your acceptance of Our terms and conditions. Please note that if You are not the Billing Card owner, You must obtain the full permission of the account or cardholder before placing an order. If any of the Terms and Conditions of Sale and its revised contents are unacceptable to You, please do not use and register for Our Service/Product.

### 1) Goods Description

a. Product/Service: The Service is named “Auracall T-Talk” (the “Product” or “Service”) and is an international calling service with an automatic top up feature activated when Your credit runs low (last 3 (three) minutes of a call). Customers will be provided with a 01 or 02 UK landline access number. Cost of calls to the 01 and 02 access numbers are at Your Network Operator’s published rate. Full lists of destinations and rates can be found on the Website. Each Billing Card is strictly restricted to one Account and Your Account is subject to our credit management procedures. We are not liable for any failure, interruption, delay, suspension, or restriction of our Service or for any Service quality issues. There will be no compensation for disrupted calls.

b. Price: The cost of the calls is as set out in the Price List available on the Website. All prices shown are correct at the time of publishing and are quoted in UK Sterling (£). All calls are fully inclusive of all taxes, VAT and delivery charges. Prices are subject to

change at any time. Call charges shall be calculated by reference to the details of Your calls recorded by, or recorded on Our behalf.

- c. Payment: Payment will be made by customers using a Billing Card.. If Your nominated account or charge card is either not chargeable or the transaction is declined by the bank or charge card supplier, we will attempt to charge your nominated mobile phone number via £5 reverse SMS-Billing. You will be notified via SMS of the £5 reverse SMS billing. If we still fail to charge your mobile phone, we reserve the right to immediately terminate Our service to You.
- d. Contract: By registering for Our Services, the Customer will be legally bound by the terms and conditions of this Website. The Customer will be deemed to have registered on a pre pay service and have given permission for Us to charge the Customer's Billing Card with the amount initially agreed by both parties whenever the credit limit on the Account is low (this would normally, but not necessarily, be the last 3 (three) minutes of a call). The Customer will retain the right to cancel the automatic credit recharge by informing Us directly in writing via Our Support Centre.
- e. Bonus Credits: Your Account may qualify for additional credits from our promotional offers which may vary from time to time.
- f. Credits: When all remaining credit has been used and You have requested to cease the pre pay service via your Billing Card, You will no longer be able to use the Service to make outgoing calls until Your account has again been recharged using Your Billing Card. Alternatively, you can continue using our service by manually topping up your Account from your mobile phone and opting in to buy a £5 charge via reverse SMS billing. We reserve the right to cancel the Service on your Account if You have not used your credit within 3 (three) months of your last top-up.
- g. Application of Credit to Your Account: You will be notified via SMS and email the application of your calling credit. We will attempt to update your Account within 3 (three) hours from the receipt of Your order or clearance of payment. Please note that We cannot be held liable for any delays in the delivery of Credits which may not be in Our control such as but not limited to network failures and delays. Please allow up to 24 hours for delivery. If You still do not have the Credits after 72 hours then You will have the right to terminate the contract and a full refund will be given. Credit will only be delivered to the telephone number supplied at the time of order.
- h. Cancellation and Returns Policy:
- All cancellations must be made in writing to Our Support Centre.
  - Customers will have the right to a cooling-off period of seven (7) days from the date of receipt of goods or credit or when the contract is concluded or whichever that is the earliest, provided the goods or credit are unused.
  - In the event of a Billing Card being used fraudulently without permission from the cardholder, the cardholder will be entitled to a full refund or cancellation of payment. Similarly and as stated in the Consumer Credit Act, any other circumstances which may be due to negligence on behalf of the cardholder may not result in full compensation.
- i. Data Protection: We are registered with the Data Protection Act and will fully comply with the applicable law regarding the Data Protection Act. We shall keep, save and use only the data required for the fulfilment of this Agreement and the Customer has therefore agreed to grant such rights to Us. We also reserve the right to refuse any information requested when We are unable to verify that the caller is the owner of the account.
- j. Lost or Stolen: If Your mobile phone is lost or stolen, it is Your responsibility to report it both to the Police, and to Us, by using the Customer Support number or email quoting Your name, address, telephone number (and any other relevant information that may be required). Once reported, We will remove such Account from use. However, in any such

circumstances, You will be fully responsible for any charges incurred up to that point. At Our option, we may reinstate Your Credit to another telephone number without any extra cost to You, so You can continue using the service. Any credit on Your account up to when You informed us of the loss/theft will be available.

- k. General: In the event of any fraudulent use of the Service by its subscribers, We reserve the right to withdraw the Service without any prior notification of such withdrawal, although We will attempt to provide warnings by any suitable means.

## **2) Law and Arbitration**

- a. This contract shall be governed by law in England and You hereby submit to the non exclusive jurisdiction of the English Courts.
- b. Any dispute arising under this Contract, which does not involve a complicated issue of law or a sum exceeding £5,000 (or such sum as may be set from time to time by the relevant governing trade or government authority) may be referred to arbitration by either party under the procedures of the Chartered Institute of Arbitrators.

## **3) Limit of Liability**

- a. For the avoidance of doubt, We have no obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise beyond that of a duty to exercise reasonable skill and care.
- b. Our maximum liability under this agreement is limited to the amount of money You have spent with Us in the last 12 months.
- c. Subject to Clause 2.b in any event We have no liability whatever whether in contract, tort (including negligence or breach of statutory duty) or otherwise for the acts or omissions of other providers of telecommunications services or for faults in or failures of the Service.
- d. We do not exclude or restrict liability for death or personal injury resulting from Our own negligence or from the breach of its obligation to exercise reasonable skill and care or liability arising by virtue of Part 1 of the Consumer Protection Act 1991.
- e. In any event in no circumstances shall We be liable in contract tort (including negligence and breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business, revenue or anticipated savings or for any indirect or consequential loss, wasted expenses, financial loss, data being lost or harmed or damaged.
- f. Where the Customer does not take the Service in the course of a business (or hold himself out as doing so), this Clause 3 does not affect the Customer's statutory rights.
- g. Each provision of this Clause 3 is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding termination of this Contract.
- h. The Customer shall forthwith indemnify Us against all claims losses, liabilities, costs and damages that We may incur that anyone other than the Customer threatens or makes against Us because of the way the Service is used or because the Service is faulty or cannot be used arising otherwise than by reason of default on Our part.

## **4) Service Provider**

The Service is provided by Auracall Limited of Britannia House 960 High Road London N12 9RY, VAT registration number 788 0997 54, Company Registration Number 04308459.

## **5) Force Majeure**

We are not liable for any breach of this Contract where the breach was caused by Our part, insurrection or civil disorder, war or military operations national or local emergency, acts or omissions of government, highway authority, regulatory authority or other competent authority, Our compliance with any obligation under a statute, international treaties and other international agreements, industrial disputes of any kind (whether or not involving Our employees), fire, lightning, explosion, flood, subsidence, weather and other telecommunication service provider or any other cause whether similar or dissimilar outside Our reasonable control.

## **6) Our General Powers**

We reserve the right to:

- a. alter the name or number of the customer's Account, or other name, code or number whatsoever allocated by Us from time to time for use in connection with the Service;
- b. in an emergency, temporarily to suspend Service to the Customer wholly or in part for the purpose of the provision of temporary emergency telecommunication services; and
- c. to give such instructions concerning the use of Service as We decide from time to time in the interests of safety and quality of service, to the Customers of the Service as a whole and the Customer agrees to comply with such instructions.

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