



TERMS AND CONDITIONS

Roaming Solutions Pty Ltd operates a number of brands, including yet not limited to, RoamingDATA, RoamingSIM, Roaming Insurance and RoamingESSENTIALS.

Roaming Solutions cannot be held responsible for issues with 3rd party supplier products and services. Please refer the individual company websites for their Terms and Conditions

TERMS OF USE

1. The Devices and Service shall be provided to customer subject to the terms of use determined by the internet provider(s) in each of the Territories, including reasonable usage policies (respectively: the “**Provider(s)**” and “**Provider Terms**”), and the Provider Terms shall constitute an integral part of the terms of use of the Devices and Service. Roaming Solutions Pty Ltd is not responsible for the content or nature of the Provider Terms.
2. The Devices and/or Service are intended for internet browsing in the Territories (the “**Product Purpose**”).
3. Customers shall use the Devices and/or Service for the Product Purpose alone, shall protect the working conditions and completeness of the Devices, shall store them in regular conditions, shall refrain from causing any damage or harm to them, and shall use them and the Service in a normal and reasonable manner.
4. Customers shall not use the Devices and/or Service for any use which is against any applicable law, or in manner which constitutes the violation of any third party rights, including the violation of any intellectual property rights, disturbance of any other users of the Service, violation of defamation laws, or violation of any privacy protection laws.
5. Fair Use Policy (FUP). FUP will be directed against extreme, abusive, antisocial, illegal and / or unreasonable use of a Service.
6. Daily usage allowance is 400Mb (Zone 1) and 300Mb (Zones 2 and 3) and 50 Mb (Zone 4). Additional 300Mb or 400Mb or 50Mb (zone dependent) increments can be added within the same 24 hour period and will be charged at the applicable daily rate. If the customer travels to a different ZONE in the same 24 hour period they will be charged the appropriate per day fee for each different ZONE they travel to. Travelling in the same ZONE in the same 24 hour travel incurs no extra cost as long as the 400Mb (Zone 1) or 300Mb (Zone 2&3) and 50Mb (Zone 4) is not exceeded.
7. Customers are not permitted to sell, rent, award, loan, assign, or transfer in any manner the Devices and/or Service and/or the right to receive and/or these terms of use.
8. In any case in which a Device is lost, customer shall immediately inform Roaming Solutions Pty Ltd, and the latter shall cancel the Service for such Device.
9. If a Device is used in violation of Roaming Solutions Pty Ltd Fair Use Policy, Roaming Solutions Pty Ltd shall have the right to cancel the Service for that Device.
10. You agree you are responsible for any use of the Service associated with your Device and / or SIM cards by any other person. For example you will be responsible for paying all usage charges incurred by the person using the Service associated with your Device and /or SIM cards.

NETWORK AVAILABILITY

1. The service is available in designated countries, based on the coverage provided by our network partners, and is subject to network availability.
2. A number of factors can affect network coverage including signal strength, demand on the network or location of user (eg in basements/lifts etc.)
3. Even in locations where the service is normally available, for technical reasons there may be occasions where the service is not available for reasons beyond Roaming Solutions Pty Ltd control.

BILLING

1. You will receive an invoice for the initial purchase of the device on approval of your order.
2. On activation of the service, you will receive an invoice at the end of each calendar month. This will be received as close to the first business day of the following month as possible.
3. The invoices will be sent by email to your nominated contact. Paper invoices will incur additional charges.
4. Your ongoing usage invoices will specify the number of days used, applicable account keeping fees, and any other miscellaneous charges.
5. Your invoice will not include itemised break down of data used. Details can be obtained by contacting our Customer Care team.

PAYMENT – DIRECT DEBIT

1. Direct Debit by Credit Card is Roaming Solutions' preferred payment method.
2. Customer may pay by Visa/MasterCard or American Express.
3. There are no surcharges for Visa/MasterCard payments.
4. A 3% merchant fee applies to American Express payments.
5. Where a direct debit/credit card arrangement applies, Roaming Solutions Pty Ltd may debit any charge when it is billable.
6. Your credit card will be charged as close to the the first business day of the following month as possible.
7. If your credit card fails due to a problem for which you are responsible (eg insufficient funds), we will make reasonable attempts to contact you to address. If this is not possible, Roaming Solutions Pty Ltd reserves the right to temporary block the service until the payment issue is resolved.

PAYMENT – ACCOUNT

1. A monthly credit account may be approved for certain customers. A minimum of 10 Devices must be purchased upfront for a customer to be eligible to apply for an account.
2. A credit check will be undertaken and a successful outcome is required before approval is granted (note this may delay the delivery of your Device and Service).
3. Your invoice will be sent by email on as close to the first business day of the following month as possible.

4. Credit terms will vary, and full payment is due on the agreed due date.

5. If payment is not received by a reasonable time after the due date, Roaming Solutions Pty Ltd reserves the right to block the customer's account.

6. Roaming Solutions Pty Ltd may also charge interest (1.5%) a month from the Bill date until it is paid in full. Roaming Solutions Pty Ltd may also charge a reasonable late fee, and any collection fees and expenses that Roaming Solutions Pty Ltd incurs.

RENTAL

The customer agrees to pay Roaming Solutions Pty Ltd a \$100.00 security deposit for the device upfront to nominated credit card.

1. The customer agrees to pay Roaming Solutions Pty Ltd a rental fee of \$1.00 per day (minimum 7 days), charged upfront with your rental deposit to nominated credit card.
2. The customer agrees to pay Roaming Solutions Pty Ltd for usage on the following Tuesday or Wednesday for the previous weeks usage. These fees will be charged to the credit card listed on the customer application form.
3. The Device including SIM/s must be returned to the Roaming Solutions office undamaged with all original accessories located in the Device box including: battery, power adaptor, USB cord etc.
4. If any part of the Device or its accessories are missing or damaged the full security deposit for the device of \$100.00 will be retained by Roaming Solutions Pty Ltd.
5. Customers will be required to send the device back to Roaming Solutions Pty Ltd on the day the rental period has expired. If the device is not received by Roaming Solutions Pty Ltd by the rental expiry date on the application form, customers will be charged a \$5 per day late return fee (even if there is no usage). After 14 days if the device has not been returned the security deposit is no longer refundable and the credit card will be charged a further \$29.00 to make up the cost of the device purchase price of \$129.00 – the device then will become the property of the customer.
6. Any usage charges that are incurred after the rental expiry date will be charged along with the \$5 per day late return charge.
7. A return shipping charge of \$22.00 will apply.
8. Roaming Solutions Pty Ltd uses Toll Priority, and signature will be required on receipt of package.

BILLING DISPUTES

1. Roaming Solutions Pty Ltd records of what customer owes Roaming Solutions Pty Ltd are deemed to be correct.

2. If customer disputes a bill, Customer must pay it on time. Roaming Solutions Pty Ltd will credit customer if it is later determined the customer is entitled to a credit.

GST

1. Unless otherwise indicated all fees and charges that are set out in our pricing and invoices etc are inclusive of GST and any other applicable taxes.

LOST OR STOLEN DEVICES

1. If a device is lost or stolen, customer must notify Roaming Solutions Pty Ltd as soon as possible, so account can be suspended.

2. Roaming Solutions Pty Ltd cannot be liable for any usage charges that occur prior to notification and suspension of device.

3. Customer may order another device, and Roaming Solutions Pty Ltd can ship the device to the customer, using standard shipping costs from our provider. Roaming Solutions Pty Ltd cannot be liable for devices that may get lost in transit with international shipping services.

FRAUD CONTROL POLICY

Any order placed for an overseas delivery (incl. New Zealand) will be subject to a fraud control policy. This fraud control policy may take up to 4 business days. This is on top of the delivery time of up to 5 days and should be taken into consideration before placing your order.

Please check your nominated email address (also junk mail folders) for any correspondence from Roaming Solutions Pty Ltd (RoamingDATA) in regards to your order.

REFUNDS/CANCELLATIONS

Please note that the quality and coverage of roaming networks vary by country. No representations or guarantees are made in respect of availability, quality, operation or support for voice or data communication on third-party networks or with third-party lines while roaming.

Applications for all refunds must be submitted in writing to the following address:

Attn: Refunds Department
Roaming Solutions Pty Ltd
Suite 2, 63-65 Rosstown Road
CARNEGIE VIC 3163

RoamingDATA Refund Policy:

You may apply for a refund under the following circumstances:

1. You have not travelled and no longer require the Webbing Spot Device

Webbing Device including SIMS must be returned not activated, unused, unopened and still in the original packaging.

- A 25% administration charge will apply to total order amount.

2. You have encountered operational issues with the Webbing Spot Device while travelling.

Webbing Device including SIM/s must be returned to Roaming Solutions Pty Ltd (if the device is not received we cannot test for faults therefore it is unlikely a refund will be granted). Details must be advised in writing, including dates of travel, examples of issues encountered. Roaming Solutions Pty Ltd will investigate your claim and use its discretion to identify the problem.

You have 6 months from time of purchase to apply for a refund.

To apply for a refund please follow the below steps:

1. Send the Device including SIM/s and a detailed letter outlining the reasons for your refund request.
2. Send letter to the below address:

Attn: Refunds Department
Roaming Solutions Pty Ltd
Suite 2, 63-65 Rosstown Road
CARNEGIE VIC 3163

1. Include your name, address, contact number, email address and order number (where applicable) in your correspondence.
2. Allow 10 working days for an investigation to be conducted and refund to be processed.
3. Roaming Solutions Pty Ltd will reply to your request with an outcome by email.
4. If a refund has been approved, the amount will be credited back to the credit card or PayPal account which was originally used for purchase (in some instances bank details may be requested e.g. if the credit card has expired or the PayPal purchase was made more than 60 days prior).

LEGAL NOTICES

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The information given on this site is constantly updated and subject to change. Roaming Solutions Pty Ltd cannot be held responsible for inaccuracies, typographical errors or photographic errors on this site.

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Roaming Solutions Pty Ltd cannot be held responsible for any inaccuracies of any kind which may appear on any other site that is linked to this site.

Roaming Solutions Pty Ltd reserves the right to update and make any changes to this site at any time, without notice to the user.

TERMS OF BUSINESS

Only orders purchased from Roaming Solutions Pty Ltd, can be submitted to Roaming Solutions Pty Ltd to be exchanged or refunded. A discretionary administration fee of 25% of the total order cost may be charged.

Roaming Solutions Pty Ltd cannot accept responsibility for postal delays or damaged items once they have been officially dispatched.

Every effort will be made by us to ensure that your order is delivered on time. Use of this website constitutes your agreement to all our terms and conditions. If you do not agree to our terms and conditions, then you are not authorised to use this site.

We accept Visa, MasterCard, and American Express. American Express attracts a 3% merchant fee.

Prices are subject to change without prior notice.

Zones are subject to change without prior notice.

DISCLAIMER

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