



Terms & Conditions

RoamingSIM allows You to make low cost calls on various GSM cellular network from your RoamingSIM-enabled mobile phone when registered to the RoamingSIM service via a correctly configured mobile phone. In order to use this Service You must agree to the terms and conditions that are set out below. Press the yes button when asked if you accept the terms and conditions during the service sign-up process. By using the Service You expressly agree to be bound by these terms and conditions and future amendments.

Agreement

These Terms and Conditions, and the related Forms and web pages they reference, constitute a legal Agreement between You the end user and RoamingSIM Limited (For the purposes of this document Cubic Telecom Limited and RoamingSIM are interchangeable and refer to the same entity).

Compliance with Applicable Laws

By entering into this Agreement You expressly confirm that You are legally entitled to enter this agreement.

Service Description

RoamingSIM shall make every effort to provide a high level of availability for its mobile Service. However, RoamingSIM is unable to guarantee continuous, fault-free operation of its mobile Service or certain transmission times or capacities. RoamingSIM reserves the right to service its mobile Service at any time, which may result in temporary disruptions. 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. No guarantee may be given for absolute protection of RoamingSIM's Service against unauthorized access or interception. RoamingSIM shall assume no liability for any such occurrence. RoamingSIM may at any time adapt or interrupt its services. RoamingSIM may engage at any time a third party to fulfill any of its obligations under this contract.

Charges

You may be provided with some free calls subject to "Reasonable Use," entirely at RoamingSIM's discretion. Otherwise, You will be charged RoamingSIM's standard rate for the Service/s. The RoamingSIM Service operates on a pre-pay basis and You will be prompted to pay these rates in advance.

If You have no credit in Your Account, the call will be dropped or not connected.

RoamingSIM Number Porting

In very unusual cases, in order for RoamingSIM to provide continuity of the Service, it may be necessary to port your "RoamingSIM Number," which means moving it from one of RoamingSIM's suppliers to another. By agreeing to these terms and conditions you expressly agree to port your number as and when directed by RoamingSIM. RoamingSIM will issue You all necessary documents and otherwise assist You with the process and cover any associated porting charge. In some circumstances we may need to change your RoamingSIM Number including but not limited to, if required to do so by Law or legislation, by agreeing to these terms and conditions you expressly agree that we can do this.

Directory Enquiries

RoamingSIM may enter your RoamingSIM Number in RoamingSIM and 3rd Party Directories. You may choose not to do this in the Web Registration page or on the My Account page of the RoamingSIM website or by sending an email to our customer support. RoamingSIM does not provide a paper based telephone directory.

Caller line identification (CLI)

Our network will allow the display of your RoamingSIM Number on receiving devices. If you do not want to display your CLI please notify us in writing to our customer support.

Marketing

In order for the RoamingSIM service to be a low cost service we may rely on advertising and marketing supplied through the service and other mechanisms to subsidize the service. We intend that any such marketing services shall be discrete and of targeted interest to you. By agreeing to these terms and conditions You agree to receive such advertising and marketing. If you do not want to receive such services you should notify us in writing. RoamingSIM reserves the right to charge you a higher fee for the service should you choose not to take these marketing services. This higher fee, if applicable, will be posted on the RoamingSIM website.

RoamingSIM may compile and release information regarding you and your use of the Service on an anonymous basis as part of a customer profile or similar report or analysis.

RoamingSIM may from time to time send you information about our RoamingSIM products and services. If you do not want to receive information about RoamingSIM products and services you should contact us in writing at our customer support

Support

If you need assistance regarding the RoamingSIM please email our customer support or call +61 3 9001 5540

Restricted Numbers

There may be numbers that RoamingSIM restrict your access to, including but not limited to premium rate numbers, please check the Help section of the website for more details.

Termination

You may terminate this Agreement at any time with written notice to RoamingSIM at our customer support

RoamingSIM may limit, suspend or terminate the Service and this Agreement if we think You are in breach of these terms and conditions, or engaging in illegal activities. We shall provide notice to You via the email address You have provided and/or by preventing You from accessing the Account and the Service.

If we reasonably believe the information supplied to us has been given without the knowledge of the person named or it is unauthorised or contains false particulars, we may delay, suspend or terminate your Service. Under these circumstances You will have no claim against us.

RoamingSIM Credit Expiry

Credit will expire 365 days after the credit is purchased unless top-up / further credit is applied within that period. e.g. if you purchase \$20 credit on 1st Jan 2013 and use \$10 then top up another \$20 on July 1st 2013 your credit total will be \$30 and the combined credit will last until June 30th 2014 unless more top ups are done in which case the 12 month expiry is from the last top up. After 365 days of no recharge (credit top up) the credit is terminated from the platform and cannot be reinstated.

Note: Voice and Data bundles may have different expiry dates depending on the bundle purchased. Do not purchase bundles until you need to use them as they are timed and cannot be extended or refunded if the purchase is made before you require the bundle.

RoamingSIM Sim Card Expiry

RoamingSIM's SIM card remains active indefinitely, provided there is at least one billable event every 12 months. If there is no billable event e.g. send an SMS, make a call or send an email then your SIM card is terminated from the platform and cannot be reinstated.

Refund Policy

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.

You may apply for a refund under the following circumstances:

Roaming Solutions can investigate and process refunds for SIM cards that have been purchased directly from Roaming Solutions or through a retailer / agent.

Please note the SIM is a pre-paid product and any un-used credit cannot be refunded.

1. You have not traveled and no longer require the SIM or credit.

- SIM must be returned not activated, unused, unopened and still in the SIM card packaging
- A 25% administration charge will apply to total order amount (SIM plus credit)

2. You have encountered operational issues with the SIM while traveling.

SIM must be returned to Roaming Solutions (if SIM is not received we cannot test it 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 will investigate your claim and use its discretion to identify the problem.

If the problem relates to the SIM card and its performance, a full refund for SIM and credit purchased will be awarded.

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If the problem relates to phone type or any other issue not related to the actual SIM performance, a refund

may be given for the unused credit portion only. Every attempt will be made to identify the problem in order to give you the option of using the SIM on your next trip.

To apply for a refund of your SIM and/or credit time, please follow the below steps:

1. Send the SIM card and a detailed letter outlining the reasons for your refund request.
2. Enclose the SIM card and send letter to the below address:

Att: Refunds Department.
Roaming Solutions
Suite 2, 63-65 Rosstown Rd
Carengie Vic 3163
Australia

3. Allow at least 10 working days for an investigation to be conducted and refund to be processed.
4. Roaming Solutions will reply to your request with an outcome by email.
5. 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).

Assignment of rights

You may not assign your rights under this agreement unless expressly agreed by RoamingSIM

RoamingSIM may assign our rights under this agreement to any company that controls RoamingSIM or that RoamingSIM controls.

Ownership

All intellectual property rights in the RoamingSIM Service do not imply any transfer of intellectual property rights.

The service is copyright Roaming Solutions Pty Ltd. The Roaming Solutions logo and the RoamingSIM logo are trademarks of Roaming Solutions Pty Ltd in Australia. Privacy

Privacy

We take our customers' privacy seriously. Whilst we respect the privacy of our customers, cellular calls may be subject to interception by law enforcement agencies and bodies. To be referred to our complete Privacy Policy please click on the PRIVACY POLICY link at the bottom of the website.

Complaints

If You have any complaints about the service You should send them in the first instance to our [Customer Support](#). For details on our Code of Practice send your request also to our customer support.

No Warranty

While we will endeavour to provide the service with minimum disruptions, we cannot guarantee a fault free Service and You agree to accept the service "as is". We reserve the right to suspend the service for technical, operational or other reasons. RoamingSIM reserves the right to withdraw this service and any additional services at its sole discretion.

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. ROAMINGSIM DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; MERCHANTABILITY; TITLE OR NON-INFRINGEMENT; OR ANY WARRANTY ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE. ROAMINGSIM DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

We reserve the right to make changes to these terms and conditions. You should check the RoamingSIM website regularly to see if any changes have been made or announced. We will endeavour to provide 30 days advance notice of significant changes, either by posting such notice on our website, or by contacting You directly. If You do not notify us within 30 days of a change then You will have been deemed to accept this change to this Agreement.

Limitations and Exclusions of Warranties and Liability.

1. Exclusions of Certain Damages.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY WHATSOEVER), SHALL ROAMINGSIM BE LIABLE FOR ANY DAMAGES YOU MAY SUFFER FROM OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, ROAMINGSIM'S NETWORK OR EQUIPMENT, OR THE SERVICE, INCLUDING THE INABILITY TO MAKE "911", "e-911" OR OTHER EMERGENCY SERVICE CALLS. THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RESULTING FROM LOSS OR THEFT OF DATA; TRANSMISSION DELAYS OR FAILURES; SERVICE INTERRUPTIONS; UNAUTHORIZED ACCESS OR DAMAGE TO RECORDS, SOFTWARE PROGRAMS OR OTHER INFORMATION OR PROPERTY; LOSS OF PROFITS; COST OF COVER; OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT OR PUNITIVE DAMAGES, HOWEVER CAUSED. THIS LIMITATION WILL APPLY EVEN IF ROAMINGSIM HAS BEEN ADVISED OF, OR IS AWARE OF, THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CERTAIN FORMS OF LIABILITY, SOME OR ALL OF THE EXCLUSIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY. IF ANY OF SUCH EXCLUSIONS ARE NOT ALLOWED UNDER THE LAWS OF A PARTICULAR STATE OR OTHER JURISDICTION FOR ANY REASON, THEN ROAMINGSIM'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES WITH RESPECT TO ROAMINGSIM'S NETWORK, EQUIPMENT, OR SERVICES SHALL BE LIMITED TO THE AMOUNT OF MONTHLY SERVICE CHARGES PAID BY CUSTOMER TO ROAMINGSIM HEREUNDER FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

2. Disclaimer of Third Party Actions and Control.

ROAMINGSIM DOES NOT AND CANNOT CONTROL THE QUALITY OF OTHER PARTIES' NETWORKS TO WHICH ROAMINGSIM MUST INTERCONNECT. THEREFORE, ROAMINGSIM DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM THE PERFORMANCE, INCLUDING FAILURE, OF OTHER PARTIES' NETWORKS.

3. Limitation on Remedies

THE SERVICE CHARGE CREDITS LISTED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU FOR ANY FAILURE BY ROAMINGSIM TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER SUCH FAILURE RESULTS IN DOWNTIME, NETWORK CONGESTION OR OUTAGES, OR ANY OTHER SERVICE FAILURE

Entire Agreement/Severability

These Terms and Conditions and additional terms and conditions as explicitly identified on the RoamingSIM website constitute the entire Agreement between You and RoamingSIM. Should any terms of the Agreement

be declared void or unenforceable by any arbitrator, regulator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect as the original Agreement, and the remainder of the Agreement will remain in full force and effect.

Force Majeure

RoamingSIM will not be liable for any failure to perform under this Agreement caused, directly or indirectly, by factors beyond its reasonable control, including any acts of God, earthquake, flood, embargo, riot, war, sabotage, terrorist attack, labour shortage or dispute, governmental act or failure of any third-party service or network.

Changes in Regulation

You and RoamingSIM understand that ComReg, the Federal Communications Commission, other state regulators, or other bodies of competent legal jurisdiction may impose regulations on IP-based services. If new regulations are imposed on RoamingSIM, RoamingSIM is authorized to make changes to this Agreement that reflect the new regulations, and will post such changes on its corporate website and may in addition send email/SMS notices to its customers. RoamingSIM retains the right to pass on to You any new regulatory fees or taxes that may be imposed by law or regulation.

Governing Law

This agreement is governed by the laws of Australia. Should a court of competent jurisdiction find that any provision or portion of this Agreement to be unenforceable, the remainder of the terms included herein will continue with full force and effect. Electronic Documents.

Any references in the Agreement to any forms, documents or instruments shall be deemed to refer to the same in both paper and electronic form.

Electronic Documents

Any references in the Agreement to any forms, documents or instruments shall be deemed to refer to the same in both paper and electronic form.

Company Details

Roaming Solutions Pty Ltd, Company number 70134373836 incorporated in Australia with a registered address at 63-65 Rosstown Rd, Carnegie VIC 3163.

Additional Services, Features and Terms

RoamingSIM may, from time to time, introduce additional services which You will need to sign up to on the web. These services will be covered by these terms and conditions but you may have additional terms and conditions to which You will need to agree before gaining access.

Language

We may have translated the original English Language version of this Agreement into other languages. If there is any inconsistency or discrepancy between the English Language version and any other language version of this Agreement, the English language version shall prevail.