

Tariffs and Charges

2GB plan 30 days

Country	proposed price incl. VAT
Austria	€10.99
Denmark	85DKK
Belgium	€13.99
France	€17.99
Germany	€14.49
Ireland	€12.49
Italy	€12.49
Luxembourg	€17.49
Netherlands	€17.99
Spain	€15.49
Switzerland	16CHF
Sweden	135SEK
United Kingdom	£13.50

5GB plan 30 days

Country	proposed price incl. VAT
Austria	€25.49
Denmark	197DKK
Belgium	€27.49
France	€35.99
Germany	€33.99
Ireland	€27.99
Italy	€27.49
Luxembourg	€34.49
Netherlands	€34.49
Spain	€33.49
Switzerland	36,50CHF
Sweden	300SEK
United Kingdom	£29.50

25GB plan 30 days

Country	proposed price incl. VAT
Austria	€119.99
Denmark	874DKK
Belgium	€139.88
France	€179.99
Germany	€149.49
Ireland	€124.49
Italy	€124.99
Luxembourg	€174.99
Netherlands	€179.99
Spain	€154.99
Switzerland	€164CHF
Sweden	€1350SEK
United Kingdom	£132

Cubic Telecom Terms & Conditions

Introduction

Pursuant to this Agreement, Cubic Telecom Limited provides you with the ability to purchase Data Packs transforming your car into a Wi-Fi hotspot accessible by multiple devices. By registering for an Account with Cubic Telecom Limited, you accept the Terms and Conditions of our Agreement, which apply to the purchase and use of each Data Pack.

1. Information About Cubic Telecom

Our Headquarters is at:
Corrig Court,
Corrig Road,
Sandyford Industrial Estate,
Dublin 18,
Ireland.

Our Registered address is at:

Arthur Cox Building,
Earlsfort Terrace,
Dublin 2,
Ireland.

2. Definitions

This Agreement contains various words that start with a capital letter and have a defined meaning:

“Agreement”: means your agreement with us for the supply of our Services. It is also referred to as “our Agreement”;

“Account”: means your account with Cubic Telecom Limited that records details of the amount of Data Pack Credits you have from time to time. Your account also records details of your registered Vehicles as well as your personal details including contact details and credit and/or debit card information;

“Tariff”: means all the tariffs or charges associated with our Service as set out in the front page of our Agreement and available on our website;

“Content”: means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through our Service including all information supplied by content providers from time to time;

“Customer Service”: Our dedicated department that you may contact for any enquiry about our Services and products. You may contact Customer Service in various ways:

By telephone:

Germany: +49-89-120895018

UK: +44-20-35142395

France: +33-1-86260789

Italy: +39-06-94803502

Spain: +34-911-238409

The Netherlands: +31-20-8086085

Sweden: +46-8-40839794

Denmark: +45-43-959857

Ireland: +353-1-5136735

Austria: + 43-1-2676258

Luxembourg: +352-20-203604

Belgium: +32-2-5880388

Switzerland: +41-22-5180039

By email:

- customersupportde@cubiclecom.com (German)
- customersupportfr@cubiclecom.com (French)
- customersupportne@cubiclecom.com (Dutch)
- customersupportsw@cubiclecom.com (Swedish)
- customersupporten@cubiclecom.com (English)
- customersupportit@cubiclecom.com (Italian)
- customersupportes@cubiclecom.com (Spain)
- customersupportdk@cubiclecom.com (Danish)

You may also choose to write to the Customer Service department at:

Customer Service,
Corrig Court,
Corrig Road,
Sandyford Industrial Estate,
Dublin 18,
Ireland.

“Data Pack”: refers to the various packs offered, which allow you to purchase a fixed amount of data, expressed in megabytes and gigabytes for a fixed price;

“Delete SIM Owner”: refers to an option available on the Vehicle screen which allows you to remove a Vehicle from your Account. By activating this option you are no longer registered as the SIM Owner and cannot purchase Data Packs;

“In-Car Top Up”: means an option available to you on our Website which allows for the easy addition of Data Packs via the Vehicle screen without having to add Data Packs each time via our Website. This feature can be enabled and disabled on our Website;

“Intellectual Property Rights”: means

- (i) any (and any rights subsisting in any) patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, moral rights, database rights, know-how and confidential information;

- (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world that currently exist or are recognised in the future; and
- (iii) applications, extensions and renewals in relation to any such rights;

“Network”: means the cellular telecommunication system run by Cubic Telecom Limited;

“Personal Data”: The personal information that you provide to us or that we generate, collect, use, process and store about you while providing our Services, including but not limited to your name, address, date of birth, mobile telephone number, credit card or debit card details, billing records, the date, duration, time and cost of communications made and received by you and the location of your Vehicle/SIM Card and the Vehicle Identification Number (VIN);

“Privacy Policy”: The policy that describes how we generate, collect, use, process and store your Personal Data;

“Registration”: means our acceptance of your application to register with us for our Service once you purchase a Data Pack from us;

“Service”: means any or all (as the case may be) of the following services: connectivity enabling you to receive data (via for example, WAP, GPRS, 3G or LTE) by means of the Network, the ability to send and receive email via the Internet, the ability to access information from the Internet, and any additional services and goods we agree to provide to you;

“SIM Activation”: means the SIM Card has been activated online on our Website;

“SIM Card”: means a smart card that, except as stated otherwise, is necessary to use a connection;

“SIM Owner”: means you will become the SIM owner and the liable user for the Service supplied to the Vehicle;

“Terms and Conditions”: means the various clauses and provisions of our Agreement with you;

“Vehicle”: refers to your car with embedded SIM Card, technologies and systems allowing for the provision of our Service to you;

“Website”: means services provided from our website and any additional website linked from our website;

“We”, “Us” and “Our”: means Cubic Telecom Limited, an Irish registered company registered with the company number 415374;

“You” or “Your”: mean you our customer, who is party to our Agreement and to whom these Terms and Conditions apply.

3. Our Agreement

3.1 When our Agreement Starts:

Our Agreement starts when you complete the online Registration process and accept the Terms and Conditions by reading these Terms & Conditions and ticking the box on our Website.

3.2 Right to Withdraw during the Cooling Off period:

You may withdraw from this Agreement within 14 days from its start date by contacting Customer Service by email, telephone or post, whichever is convenient for you. These contact details are at Clause 9. Please note that you lose the above right to withdraw, if the service has been fully performed within this 14-day period. It is important, therefore, that you are fully aware that once

you purchase a Data Pack you consent to us providing you forthwith with the full service purchased, and you both acknowledge and consent that you thereby lose the right set out above to withdraw our Agreement within 14 days.

3.3 Termination of this Agreement:

Either party may terminate this Agreement by giving one month (30 days) notice. This can be done by contacting Customer Service by email, telephone or post, whichever is convenient for you. These contact details are at Clause 9. Please note that there will be no refund of any unused Data Pack credits on your Account.

4. Your Account

4.1 Set up your Account:

Your Account is set up by Registering your details online.

4.2 Top up your Account:

- (a) You need to have purchased a Data Pack in order to be able to use our Service;
- (b) You can purchase a range of Data Packs from your car or on our Website;
- (c) The Data Pack period commences from the moment you successfully make your purchase and the Data Pack is placed in your Account;
- (d) Data Packs must be purchased using Your credit /debit card or any other payment method approved by us from time to time;
- (e) By purchasing a Data Pack, you give Us authority to take payment from your credit card;
- (f) As you use our Service, You incur charges in accordance with our Tariffs;
- (g) The credits associated with the Data Pack you have purchased will be reduced by the charges you have incurred;
- (h) You can check your Data Pack balance on your car screen or on our Website;
- (i) You can set a threshold as to the maximum value of Data Packs purchasable per week;
- (j) Your Data Pack will expire after a specified period. If you do not use it all up within this period, it will not be rolled over into subsequent months;
- (k) Data Packs are non-refundable, non-exchangeable and non-transferable.

Please be advised that by giving us authority to take payment for Data-Packs purchased in your Vehicle, you may also be liable for any purchase/top-ups of Data Packs made by other authorised drivers of your Vehicle. If you wish to prevent any other authorised drivers making In-Car purchases/top-ups of Data Packs in your vehicle, We advise you to follow the easy instructions on our Website to disable the In-Car Top-Up option when other authorised drivers are using your Vehicle.

Please also note that there is a security option on our Website enabling you to fix a threshold for the maximum value of Data Packs that can be purchased in a given period of time.

4.3 We reserve the right to remove, vary or amend any element of the Data Pack Tariffs. If we amend or change any Data Pack Tariff, we will notify you one month (30 days) in advance and you will be given the option to withdraw from our Agreement within that period. If you do not choose to withdraw from our Agreement within that period, you will be deemed to have accepted the amendment and changes to any Data Pack Tariff.

4.4 Sale/ Transfer of Ownership of your Vehicle:

If your Vehicle is sold and/or transferred into the name of another owner and/or user, it is very important that you are fully aware of the need to either use the option on the car screen to Delete SIM Owner and/or contact us to cancel your Account to prevent any further transactions occurring on your Account for this Vehicle.

5. Provision of Service

- (a) Our Service is not available in all parts of the EU, EEA and Switzerland. There may be areas where our Service is unavailable or restricted. Please contact our Customer Service for up to date information on area restrictions or unavailability;
- (b) You are entitled to the quality of service generally provided by a competent mobile telecommunications service provider exercising reasonable skill and care in providing these services to you in accordance with these Terms & Conditions. Our service relies on partner networks and systems and we cannot guarantee that they will be available in all locations and at all times;
- (c) We or our partners may apply traffic management measures, volume and speed parameters, which may reduce the speed of Internet access;
- (d) The estimated maximum and minimum internet access upload and download speed of Internet access services are as follows: 3G areas 2mbps min; max for HSDPA+ is 16mbps; LTE min 16+ upwards of 60. There may be deviations in certain areas due to topography and/or availability of 3G / HSDPA / LTE;
- (e) Significant deviations from the minimum Internet access upload and download speed may slow down your upload and download speed and if this occurs over a prolonged period of more than a week, it will constitute a breach our Agreement on our part and you will be entitled to a refund;
- (f) The network may from time to time require upgrading, modification, maintenance or other work that may result in interruptions or unavailability. We are not liable to you in these circumstances. We do all we can to keep such unavailability to a minimum;
- (g) We may record telephone conversations between you and our Customer Service agents for training and quality control purposes. Customer Service will remind you of call recording when you call us. You have the option to refuse call recording and we will comply with your wishes.

6. Your Responsibilities

6.1 You must use our Services in accordance with the law, our Agreement and any other related reasonable instructions we give you. In particular, you may not, nor may you allow anyone else to:

- (a) use our Service for anything, illegal, immoral or improper;
- (b) use our Service fraudulently, or in connection with a criminal offence, in breach of any law or statutory duty;
- (c) engage in the transmission of material which is, may be or is intended to be a hoax, or is of a defamatory, offensive, abusive, obscene or menacing nature, in breach of any rights of privacy or otherwise unlawful;
- (d) use our Service to infringe the Intellectual Property Rights of another party;
- (e) use our Service to cause annoyance, inconvenience or otherwise to harass and to send unsolicited and/or spam communications;
- (f) use our Service in a manner that impairs the operation or security of the network or may cause death, personal injury or damage to property;
- (g) act other than in accordance with acceptable use policies of any connected networks and (if appropriate) any relevant Internet standards.

6.2 You agree:

- (a) that you will comply with the Terms and Conditions and/or acceptable use policies of any third party Content providers;
- (b) that you will comply with any copyright, trademark and Intellectual Property Rights attaching to Content;
- (c) that your dealings with third party Content providers are solely between you and the person with whom you are dealing;
- (d) that we are not responsible for any losses or damage that may arise from such dealings;
- (e) that we are not responsible for third party websites, nor are we liable for their Content;
- (f) that you are responsible for all information you upload, email or otherwise transmit via our Service and/or the Internet.

6.3 You agree:

- (a) and warrant that all factual information you provide to us is correct and do not supply us with false or misleading information;
- (b) to use the easy option on your car screen or on our Website to Delete the SIM Owner and/or contact/notify us without delay if your Vehicle is sold and/or transferred into the name of another owner;
- (c) to contact/notify us without delay if your Vehicle is stolen, damaged, destroyed, or likely to be used in an unauthorised manner.

6.4 Sale and/or Transfer of Ownership of your Vehicle:

6.4.1 If your Vehicle is sold and/or transferred into the name of another owner and/or user and you contact/notify us without delay, we undertake to offer you from the moment of notification, a refund of any prepaid and unused Data Pack credits.

6.4.2 If you do not follow the easy option instructions on your car screen or on our Website to Delete the SIM Owner **and** contact/notify us without delay about the sale of your Vehicle and/or its transference into the name of another owner and/or user, we are not liable for any charges incurred that are connected to the misuse by another owner/user of your Account and Data Pack credits.

6.5 Theft and/or Damage and/or Destruction and/or Unauthorised use of your Vehicle:

6.5.1 If your Vehicle is stolen, damaged, destroyed or likely to be used in an unauthorised manner and you contact/notify us without delay, we undertake to offer you, from the moment of notification, a refund of any prepaid and unused Data Pack credits.

6.5.2 If you do not contact/notify us without delay that your Vehicle is stolen, damaged, destroyed or likely to be used in an unauthorised manner, we are not liable and have no obligation to make a refund to you of any prepaid and unused Data Pack credits.

6.5.3 If your Vehicle is stolen, damaged, destroyed or likely to be used in an unauthorised manner, and if the In-Car Top Up option is enabled, we strongly advise you to go to our Website and follow the easy option instructions to disable/turn off the In Car Top Up option and/or use the option to Delete the SIM Owner. Please also note that there is a security option on the Website enabling you

to fix a threshold for the maximum value of Data Packs that can be purchased in a given period of time.

6.5.4 You are obliged to take all reasonable measures to mitigate, avert and reduce damages.

6.5.5 If you do not contact/notify us without delay that your Vehicle is stolen, damaged, destroyed or likely to be used in an unauthorised manner, we are not liable and have no obligation to compensate you for the misuse of your Account and Data Pack credits by another party. We encourage you to verify if the terms of your Vehicle's insurance or indemnity cover the costs incurred by such unauthorised misuse of your Account and Data Pack credits. If such losses are not covered by your Vehicle's insurance or indemnity, we encourage you to update your Vehicle's insurance or indemnity to include compensation for such losses.

6.6 Our contact details for the purposes of contacting and/or notifying us for the purposes of Clauses 6.3, 6.4 and 6.5 are set out in Clause 9.

7. Suspension, Disconnection and Restriction

7.1 Restriction or Suspension for Network problems:

We may temporarily restrict and/or suspend your use of our Service and/or disconnect any SIM Card from the Network, if the Network requires urgent maintenance or upgrading or in an emergency for your security. We will endeavour to give you reasonable notice of such restriction and/or suspension and we will try to keep such disturbances to a minimum.

7.2 Suspension for other Reasons:

We may suspend your use of our Service on a temporary or permanent basis without giving you notice, if we suspect that there has been fraudulent activity on your Account and/or you have provided us with information we reasonably believe to be false and misleading. You will be notified of any suspension for these reasons.

7.3 We may also suspend your use of our Service without giving you notice, if you, or anyone who uses our Service:

- (a) is in breach of a significant term of our Agreement;
- (b) fails to comply with your Responsibilities as listed above in Clause 6;
- (c) damages or impairs the operation and/or security of the Network and/or puts it at risk and/or adversely impacts our Service to other Cubic Telecom customers;
- (d) abuses, makes threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or property, or that of our agents;
- (e) notifies us that your Vehicle has been stolen.

7.4 We may furthermore suspend your use of our Service from the Network without giving you notice, following an order, instruction or request by a governmental body or an emergency body with the appropriate authority.

8. General Terms

8.1 Law:

Our Agreement with you is governed by Irish law.

8.2 Severability :

If any part of our Agreement is found to be invalid by any court or competent body, the invalidity will not affect the rest of our Agreement, which shall remain in force.

8.3 Language:

We have translated the original English language version of our Agreement into other languages. If there is any inconsistency or discrepancy between the English language version and any other language version of our Agreement, the English language version shall prevail. If you would like to read the English language Agreement, please go to our Website or click the following link:

<https://auto.cubiclecom.com>

8.3 Third Parties:

If we use a third party to partly or wholly provide our Service, we may assign some or all of our rights under our Agreement to such third party, so long as you retain the same or better guarantees, and they may enforce such rights against you. Where you do not retain the same or better guarantees, we may only transfer our rights under our Agreement to a third party with your express consent.

With the exception of the preceding paragraph, our Agreement does not confer any rights on third parties.

9. Queries, Disputes and Contact Details

If you have a complaint or query about our Service, you can contact us by calling our Customer Service team at the numbers listed by country below, or by emailing us at the email addresses listed by country below or by writing to us at the address listed below. Our Team will endeavour to resolve your query or dispute as quickly as possible.

Please note, that If you have a complaint and are still unhappy, an alternative way to submit a complaint is through the Online Dispute Resolution website, which is available at <http://ec.europa.eu/consumers/odr/>

Contact details:

Telephone:

Germany: +49-89-120895018

UK: +44-20-35142395

France: +33-1-86260789

Italy: +39-06-94803502

Spain: +34-911-238409

The Netherlands: +31-20-8086085

Sweden: +46-8-40839794

Denmark: +45-43-959857

Ireland: +353-1-5136735

Austria: + 43-1-2676258

Luxembourg: +352-20-203604

Belgium: +32-2-5880388

Switzerland: +41-22-5180039

Email Addresses:

- customersupportde@cubiclecom.com (German)
- customersupportfr@cubiclecom.com (French)
- customersupportne@cubiclecom.com (Dutch)
- customersupportsw@cubiclecom.com (Swedish)
- customersupporten@cubiclecom.com (English)
- customersupportit@cubiclecom.com (Italian)
- customersupportes@cubiclecom.com (Spain)
- customersupportdk@cubiclecom.com (Danish)

You may also choose to write to the Customer Service department at:

Customer Service,
Corrig Court,
Corrig Rd,
Sandyford Industrial Estate,
Dublin 18,
Ireland.

10. Changes to our Agreement

We may change the Terms & Conditions of our Agreement and/or our Service at any time for Network security reasons and/or legal or regulatory and/or for other technical and/or commercial reasons. We shall notify you, not less than one month (30 days) prior to the date of implementation of any proposed modification in the Terms and Conditions of our Agreement.

If you are a subscriber to our Service affected by these changes and if you do not accept these changes, you may cease to use our Service, and this will end our Agreement. If your Account is in credit we will refund you the amount of any Data Pack credits you have paid for. To claim your refund you must contact Customer Service within one month (30 days) of the date of the change coming into effect. This can be done in the phone, email or in writing using the contact details set out at Clause 9 of our Agreement. Please note that continued usage of our Services at any stage after the implementation of changes, shall be taken as acceptance of same.

11. Limitation of liability:

11.1 Except as otherwise legally required, we have no liability to you other than to exercise the reasonable skill and care of a competent mobile telecommunications provider, reseller or retailer in providing our Services;

11.2 Except as otherwise legally required, in terms of our Agreement, we have no liability to you in any way for:

- (a) any losses where we are not at fault;
- (b) any losses arising out of an act or omission by you, your servants or agents;
- (c) any loss of income, business, profits or any other form of economic loss;
- (d) any corruption of data in connection with the use of our Services;

(e) any losses or damages which were not reasonably foreseeable when we entered into this Agreement.

11.3 You may be able to use our Services to upload or transmit email or Content over the Internet or to access third party websites, Content and other material which is branded or provided by third parties and to acquire goods and services from third parties. We and our Network provider merely act as the “pipe” transmitting this Content to and from you and do not have any control or exercise any control over this Content, the third parties, or any goods and services they may provide. We have therefore no liability to you for these third party sites, their Content, or for any goods and services you may obtain from them. You are responsible for any Content that you upload or transmit. Access to secure financial transactions will be furthermore solely dependent on the third party supplier of Content and not our responsibility.

11.4 Nothing in this Agreement removes or limits our liability for death or personal injury caused by our negligence, or any fraudulent misrepresentations we make.

11.5 We are only liable to you as set out in this Agreement. We will pay for any damage or losses if we are liable to you due to our own acts or omissions. Our obligation to pay damages and losses is limited to €1,500 per claim or a series of claims within any 12-month period.

11.6 You are obliged to let us know about any claims you want to make against us as soon as is reasonably possible. This will allow us to look into your claim and any relevant account records we have on our systems before we delete these records in accordance with our legal obligations.

11.7 Our Service may be impaired by matters outside our control, for which we will not be liable, these include but are not limited to:

- (i) Failure of the networks and systems of our telecom and service partners;
- (ii) Force majeure, including any act of God, war, terrorist act, failure, interruption of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labour disturbance, omissions of the Government, road authorities, or circumstances beyond the control of the parties;
- (iii) Significant variances in geographic or atmospheric conditions.

11.8 Each provision of this Clause 11 operates separately. If any part is found by a Court to be unreasonable or inapplicable, the other parts will continue to apply.

12. When our Agreement Ends

12.1 You may cancel our Agreement:

- (a) within one month (30 days) of us telling you about a change to our Agreement and by you ceasing to use our Services.
- (b) by giving us one month (30 days) notice at any time. This can be done by contacting Customer Service by email, telephone or post, whichever is convenient for you. These contact details are set out at Clause 9. Please note that there will be no refund of any unused Data Pack credits on your Account.

12.2 We may cancel our Agreement with you by giving you at least one month (30 days) notice. Your Agreement will finish at the expiry of the one month (30 days) notice period or a later date, which we specify. If we cancel, through no fault of yours, and there is credit remaining on your Data Pack at the end of the specified period, we undertake to refund you the value of the remaining Data Pack credit.

- 12.3 We may cancel our Agreement with you immediately in the following circumstances:
- (a) if you breach a significant term of our Agreement;
 - (b) if you breach any other term of our Agreement and do not rectify it within 7 days of us requesting you to do so;
 - (c) if you failed to comply with your Responsibilities listed above in Clause 6;
 - (d) if we have the right to suspend your access to our Service for any of the reasons in Clause 7;
 - (e) if the Network owner no longer makes the network available to us for factors beyond our control and we are no longer able to provide our Service to you;
 - (f) in the event of your death.

13. Use and Disclosure of Information:

13.1 We take your privacy seriously. Please read our comprehensive Privacy Policy to find out how we use your Personal Data to provide our Services to you. We collect and process Personal Data for legitimate business purposes undertaken by Cubic Telecom which are connected with the delivery of our Services to you.

13.2 We are informing you, that by entering our Agreement, you authorise us to use your Personal Data, namely, registration information about you, your use of our Services (including but not limited to, the date, duration, time, and cost of communications made and received by you, the location of your Vehicle/SIM Card and the Vehicle Identification Number VIN), to operate your Account and for the provision of our Services to you for as long as is necessary and required by law.

13.3 We may use third parties to process your personal information for the provision of our Services. These third parties are permitted to use the data in accordance with our instructions and the law. We verify that all our third party processors are fully compliant with all the relevant laws in relation to Personal Data processing and that they are at least as compliant as the law of the Republic of Ireland, if that data processing takes place outside the European Economic Area.

13.4 We may also, subject to your consent, use your information as set out in Clause 13.2, for direct marketing purposes, namely to identify and offer to you by phone, post, the Network, your mobile phone, email, text (SMS), media, messaging, automated dialling equipment or other means, any further products, services, competitions, promotions and offers of ours, which we think might interest you. You can easily supply your consent to this use of your information by ticking the box on our Website agreeing to such contact.