

Data Inside - Terms & Conditions

Data Inside Service ("Service") allows you to use and enjoy a high-speed, low-cost mobile data connection on various GSM cellular networks from your Audi Vehicle when registered to the Cubic Data Inside Service. To use this Service, You must be a Sim Owner and agree to the terms and conditions that are set out below.

Agreement

These terms and conditions (the "Conditions") apply to all orders for Services placed by a customer ("you", "your") through the website at <http://www.datainside.com> ("Website"). **The provider of the Services and the merchant of record is Cubic Telecom Limited**, an Irish registered company ("Cubic", "we", "our", "us"), providing the Services under the brand Data Inside. We ask you to accept these terms when you become a Sim Owner to activate your SIM Card and Order a plan (an "Order") and your activation of the Service means that you accept them. The Order constitutes an offer by you to purchase Services from us in accordance with these Conditions. The Order shall be deemed to be accepted when we provide Services to you, at which point, and on which date, a legally binding contract ("Contract") shall come into existence between us and you, which these Conditions form a part of. By accepting these Terms and Conditions you acknowledge and agree that your Contract for the Service is with Cubic Telecom Limited.

We will keep these Conditions up to date at <http://Datainside.cubictelcom.com>. Please check them regularly, as continuing to use our Service after a change will mean that you have accepted the change.

No variation to these Conditions will be valid unless Cubic expressly agrees to the variation in writing.

These Conditions cover your use of our Service and also our Website.

Important: Your right to cancel

If you are entitled to cancel your Order pursuant to the Consumer Protection (Distance Selling) Regulations 2000 ("Regulations"), you may do so at any time up to 14 days after placing your order for the Service ("Trial Period"), provided that you notify Customer Services at Customercare@cubictelcom.com in writing of such cancellation and have not used the Service. We agree to then refund you any balance on your account due to you at that time. This does not affect your statutory rights.

Please note that by using the Service you will be deemed to have accepted these Conditions and a Contract shall exist. You agree that if you choose to do so. You also agree that once the Service has started with your agreement a Contract will exist between you and us and you will lose your statutory right of cancellation under the Regulations.

1. Explanation of Certain Words

1. In these Conditions:

"Account": means the account with Cubic that records details of the amount of airtime balance you have, from time to time;

"Charges": means all the charges associated with the Service described on <http://Datainside.cubiclecom.com>;

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

"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 recognized 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;

"Sim Owner"; means you will become the Sim Owner and Liable user for the service supplied to the vehicle; **"Registration"**: means our acceptance of your application to register with us for the Service once you purchase data time from us.

"Register": has a corresponding meaning;

"Rights": means copyright, trademark, and other relevant proprietary and intellectual property rights relating to Content;

"Service": means any or all (as the case may be) of the following services: airtime service enabling you to receive data (via, for example, WAP, GPRS, or 3G) 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 or goods we agree to provide to you;

"SIM Card": means a smart card that, except as stated otherwise, is necessary to use a Connection.

"SIM Activation": means the card has been activated online at <http://Datainside.cubiclecom.com>. SIM activation is a process that includes creating an account for you and purchasing a Plan;

"Using the Service": means when your Account is first activated;

"WAP Services": means services provided via Wireless Application Protocol (a secure specification that allows users to access Content via your Audi Vehicle);

"Web Services": means services provided from our Website and any additional websites linked from our Website.

"We", "us", and "our": means Cubic Telecom Limited, an Irish registered company registered with company number 415374

"You": means the customer to whom the Conditions apply and with whom a Contract exists.

<http://www.datainside.com/Info/Faq.aspx> contains explanations, definitions, notes and conditions which form part of these Conditions. A copy of the Charges is available by visiting our website

<http://www.datainside.com/Info/Rates.aspx>

2. All services, offers, and promotions are subject to additional terms and conditions as displayed on our Website, www.cubiclecom.com. Please check our website regularly as these terms and conditions are updated from time to time.

2. Provision of Service

1. The Service is not available in all parts of the EU, and the Service may be restricted to certain areas within the EU where access to the Service is unavailable. For exclusions and restrictions go to <http://www.datainside.com>.
2. We may, using reasonable skill and care, exercise our discretion to refuse to provide any part of the Service to you (and this may involve barring certain numbers from the Service on a temporary or permanent basis, in circumstances where it is necessary for us to do so) Service may be impaired by geographic, atmospheric or other conditions or circumstances and we shall not be responsible for any impairment, delays or failures beyond our reasonable control. You will be entitled to the quality of service generally provided by a competent mobile telecommunications service provider exercising reasonable skill and care in providing Services to you in accordance with these Conditions.
3. The Network may from time to time require upgrading, modification, maintenance, or other work that may result in partial or complete non-availability of the Service, and we will not be liable or responsible to you if this is the case.
4. We, or Customer Service agents, may record or monitor telephone calls between you and us (or Customer Service agents for training, quality control and our lawful business purposes) You may indicate that you do not agree to call recording at the start of every call and we will honour your wishes.
5. We will use reasonable endeavors to maintain Content, but it may be incomplete, out of date or inaccurate and is provided on an "as is" basis. It is a condition of us allowing you access to Content that you accept that we will not be liable or responsible for any action you take in reliance on Content.
6. We may vary Content or the technical specification of Service from time to time.
7. The Service enables access to Content. You may only use Content in a way that does not infringe the Rights of others, and you must comply with all other instructions issued by us from time to time regarding use of Content ("Approved Use") at <http://www.datainside.com> You shall not store, modify, transmit, distribute, broadcast, or publish any part of Content other than for an Approved Use. The re-selling, copying, or incorporation into any other work of part or all of the Content in any form is prohibited, save that you may print or download extracts of Content for your personal use only.
8. If you use the Service, it is a condition of the Contract that you provide us with a current email address and that you maintain this address and advise us promptly of any changes to it. It is your responsibility to verify that your email mailbox is in proper working order

and you must assume the risk of all consequences for errors in sending and receiving email, unless caused by our negligence.

9. You must use the Services in accordance with all applicable law and these Conditions and any other reasonable instructions given to you by Cubic. You may not use your SIM Card or the Service, and you may not allow anyone else to use your SIM Card or the Service:
 1. in any way that is or is intended to be fraudulent or malicious;
 2. in such a way that damages or adversely impacts Cubic or the Service being provided to other Cubic customers;
 3. for any unlawful purpose; or
 4. in such a way that breaches the rights of Cubic or the rights of any third party;
10. If Cubic reasonably suspects you are not acting in accordance with clause 2.11, Cubic reserves the right to impose network protection controls, which may reduce your speed of transmission, remove the bundle from your Account, disconnect your tariff at any time or terminate the Contract, having attempted to contact you first. You will compensate Cubic for any claims, damages, losses, costs and liabilities that we may suffer as a result of any breach of clause 2.11.
11. All usage of your SIM Card and the Service is not for resale.

3. Payment for the Service

1. You pay for the Service by purchasing airtime using your credit card or debit card on <http://Datainside.cubitelecom.com> or by any other payment methods approved by us from time to time.
2. Each time you incur charges, the credits that are registered on your Account will be reduced according to the duration of the data and the type of data by reference to the charges shown on <http://Datainside.cubitelecom.com>.
3. Top-ups by credit card or debit card can be in increments at a minimum value as referenced on <http://Datainside.cubitelecom.com>. Data purchased by credit card or debit card will be credited to your Account, subject to our carrying out our usual security checks. We will not have any obligation to make a refund to you where you purchase more Data time than you intend, for whatever reason.
4. If you wish to stop using the Service at any time, there will be no refund of unused Data, credits on your Account.

4. Tariff Terms and Conditions

1. For details on data charges, please visit <http://www.datainside.com>.
2. To access our data services, your Vehicle must be equipped with Audi connect and phone module. Access to data services is subject to network coverage.

3. We reserve the right to restrict access to certain services due to age restrictions if required to comply with local Country legal requirements.
4. You hereby agree that we shall exclusively own the Intellectual Property Rights in any posts, material, commentary, or ideas that you post on the Website (together the "Posts") and you agree to take all such actions and to execute all such documents, including but not limited to an assignment of all future rights in and to the Intellectual Property Rights, as may be necessary to enable us to obtain, defend, or enforce its rights to use the Intellectual Property Rights in such Posts, and shall not do or fail to do any act that would or might prejudice our rights.
 1. You hereby agree to grant to us an irrevocable, non-exclusive, perpetual license to use, copy, install, maintain, modify, enhance, and adapt the Intellectual Property Rights in the Post. We may also assign our license to use the Intellectual Property Rights in the Post (or any part thereof) to any third party to which we may outsource the operation of a part of our operations or business provided such third party's use, copying, installation, maintenance, modification, enhancement and adaptation of the Intellectual Property Rights is solely for the purpose of providing a service to us.
 2. You agree to waive all or any moral rights that you may have to the Posts.
5. If Cubic reasonably suspects you are not acting in accordance with these Conditions, Cubic reserves the right to impose further charges, impose network protection controls that may reduce your speed of transmission or disconnect your tariff at any time, having attempted to contact you first.
6. We may increase or decrease our Charges at any time (including the introduction of charges for aspects of the Service previously provided at no extra cost). If we increase the Charges significantly for the elements of the Service you are using, we will notify you before the changes become effective. Notification will be via text message or by email. Continued use of the Service will be deemed acceptance of any change.
7. Cubic reserves the right to remove, vary, or amend any element of the Cubic tariff. If we amend any of this to your disadvantage, we will notify you. Notice will be provided by text/email message. Changes will be effective upon your next purchase of the service.] I
8. The VAT rate for Cubic Telecom customers who purchase data plans which are classified as services under EU VAT law will be the VAT rate of your home Country.

5. Terms and conditions for Bundles

1. Bundles are available to all Cubic customers. You can purchase your bundles at <http://www.datainside.com>. Once purchased, we will send you an e-mail to confirm purchase. The Bundle start period starts from the moment you successfully make your purchase and the bundle is placed on your Account. You can purchase a bundle with a credit card or debit card.

2. Bundle allowances must be used before they expire. Unused allowances cannot be rolled over to subsequent months.
3. To check your remaining bundle balance, go to <http://www.datainside.com>.
4. If you report your Vehicle/SIM Card stolen, the bundle will remain chargeable on your Account until its expiry date (set when you purchased) unless you have notified us to have your account frozen.
5. If the Distance Selling Regulations apply, you acknowledge and agree that you will not have a right to cancel under the Distance Selling Regulations once your chosen bundle has been activated. Your statutory rights are unaffected.
6. These Conditions apply to your use of bundles.
7. In addition to the bundle terms above, the following terms apply to data bundles..
8. Browsing capability is subject to network coverage.
9. For a full list of pricing, visit our Website <http://Datainside.com>.

6. Things we may have to do

1. Occasionally we may have to:
 1. alter the number of your SIM, or any other name, code, or number associated with the Service for reasons beyond our control, such as where requested to do so by a governmental authority or regulatory body or where we reasonably believe that the alteration will enhance your use of the Service. If this is the case we will give you reasonable notice;
 2. temporarily suspend the Service (or any part of it) for operational reasons or in an emergency or for your security;
 3. bar certain SIMS from the Service on a temporary or permanent basis to prevent fraud or in circumstances where we would suffer direct loss.

In any of the above circumstances, we accept no responsibility and will not in any way be liable to you for any alteration or suspension of the Services, as the case may be.

7. Your Responsibilities

1. You agree
 1. and warrant that all factual information you provide to us is correct;
 2. that the SIM Card is supplied to you under license and shall at all times remain our property;
 3. to contact us immediately if your Vehicle/SIM Card is stolen, damaged, destroyed, or likely to be used in an unauthorized manner, that you will be

responsible for any charges incurred until you have informed us, and to cooperate with us in our reasonable security and other checks.

2. If your Vehicle/SIM Card is stolen, damaged, or destroyed or used without your authority, we shall have no obligation to make a refund to you of the credits left on your Account.
3. You must not use or permit anyone else to use your SIM Card or the Service:
 1. fraudulently, or in connection with a criminal offence, in breach of any law or statutory duty;
 2. to take pictures or video or send, upload, download, use, or re-use any material which is offensive, abusive, indecent, defamatory, obscene, or menacing, a nuisance (including to our staff) or a hoax, in breach of any Rights or privacy or otherwise unlawful;
 3. to cause annoyance, inconvenience, or needless anxiety as set out in the Communications Act 2003;
 4. other than in accordance with acceptable use policies of any connected networks and (if appropriate) any relevant Internet standards;
 5. to persistently send unsolicited communications.
4. You must tell us immediately by e-mailing The Data Controller at datacontroller@Cubiclecom.com if anyone makes or threatens to make any claim or issue legal proceedings against you relating to your use of the Service or the Content and you will, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.

8. Our Rights to Bar or Disconnect Your SIM Card or terminate the Contract

1. We may at our discretion bar or disconnect your SIM Card at any time, for reasons including, but not limited to, if we have reasonable cause to suspect fraudulent use of a credit card or debit card or your SIM Card.
2. In addition to anything else we can do, we may bar or disconnect your SIM Card at any time if:
 1. you fail to comply with the Conditions in any material way;
 2. you contact us to report that your Vehicle/SIM Card is stolen, damaged or destroyed;
 3. if you are persistently abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or property, or that of our agents;

4. if you do anything or permit anyone else to do anything which we reasonably think adversely impacts the Service to other Cubic customers or may adversely affect the Network;
 5. if the emergency services tell us to, or a law or regulation is passed that means we need to do so;
 6. we believe that when you have topped up (or have tried to top up) your Service, you have paid or are trying to pay using a stolen or otherwise barred or false credit card or debit card or if the credit card or debit card transaction is at some time charged back to us;
 7. you do anything (or allow anything to be done) that we think may damage or affect the operation or security of the network or the Services.
 8. your SIM Card is disconnected and you wish your SIM Card to be reconnected to the Network, you must contact Customer Service via <http://www.datainside.com>. If we agree to reconnect you, you may pay a reconnection fee unless the disconnection was due to our negligence. A detail of the current charge is available on request.
3. We may end our Contract at any time by emailing you at the address you provided to us and giving you 30 days' notice. We may also end our Contract immediately if:
 1. You breach an important term of our Contract;
 2. You breach any other term of our Contract and do not put it right within 7 days of our asking you to;
 3. You fail any credit or fraud prevention check or where we reasonably suspect fraud or money laundering by you or something using your account;
 4. You give us information about yourself that we reasonably believe to be false or misleading;
 5. You are the subject of bankruptcy or other insolvency proceeding, or you do not make an arrangement with your creditors;
 6. We are no longer able to provide the Services to you despite making reasonable efforts to do so.

9. Limitation of Liability

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 or retailer in providing the Services.
2. Except as otherwise legally required, we do not accept liability for any indirect or consequential loss, such as loss of profit, loss of business, costs, expenses, or any other form of economic loss.

3. You agree that we have no responsibility for the deletion, loss, or corruption of any Content transmitted or maintained by the Network, unless this is caused by our negligence.
4. We do not restrict our liability for death or personal injury to any person resulting from our own negligence or for fraud.
5. If we are found liable to you for breach of the Contract, our liability to you will not exceed €3,000, except if we are found to be liable under Clause 7.3.1. If you suffer any loss, you must let us know as soon as possible and in any event within 1 month, otherwise you agree that your claim is waived.
6. Each provision of this clause 9 operates separately. If any part is found by a Court to be unreasonable or inapplicable the other parts will continue to apply.

10. Matters Beyond Our Reasonable Control

If we cannot provide the Service to you because of circumstances or events beyond our reasonable control, we will not be liable to you for this.

11. Changes to the Conditions

1. We reserve the right to change our Conditions from time to time. We will notify you of any changes to these terms by posting them on our website at <http://www.datainside.com>. In addition to this, we may also notify you by messages via the Service (such as voicemail, text, or media message) by means of national advertising campaigns, or by email. Continuing to use our Service after a change has been notified in accordance with this clause will mean that you have accepted the change.

12. General

1. These Conditions are governed by the laws of Ireland and any disputes will be decided in the Irish Courts.
2. If you want to complain, please contact Customer Services using the 'contact us' link on <http://www.datainside.com>. Please include your account name and mobile number in any correspondence to enable us to contact you directly.
3. If any part of our Contract is found to be invalid by any court or competent body. The invalidity will not affect the rest of the Contract, which shall remain in force.
4. If you transfer ownership of your Vehicle/SIM Card to another person, they will be subject to these Conditions and the Contract. We can transfer all or any part of the Contract with you to a third party at any time.

13. Internet Access

The following terms and conditions also apply to you:

1. We or our contractual partners may provide links to other web sites or resources. We neither accept responsibility for third party web sites or resources, nor endorse their content.
2. For Internet access, you understand that all the visual, textual, or other information published or otherwise made available (directly or indirectly) on the Internet using the Service ('Information'), whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Information originated. This means that you, and not us, are entirely responsible for all Information that you upload, email, or otherwise transmit via Internet access.
3. Your dealings with, and interest in, promotions, services, or merchants found by using the Internet, unless explicitly stated by us, are solely between you and the person with whom you are dealing. We will not be responsible for any losses or damages that may arise from any such dealings with third parties.
4. Access to secure financial transactions will be dependent on the third party supplier of Content.

14. Use and Disclosure of Information

1. You authorize us to use and disclose, in the Ireland and abroad, information about you, your use of the Service (including, but not limited to, "Communications" made and received by you and the date, duration, time, and cost of such Communications), the location of your Vehicle/SIM Card for the purposes of operating your Account and providing you with the Service or as required under law to our associated companies or agents, any telecommunications company.

- 15.** You also agree to the information described in clause 14.1 being used, analyzed and assessed by us, the other parties identified in clause 14.1, and selected third parties for marketing purposes, including amongst other things to identify and offer you by phone, post, the Network, your mobile phone, email, text (SMS), media messaging, automated dialing equipment, or other means, any further products, services, and offers that we think might interest you. If you do not wish your details to be used for marketing purposes, and if you do not wish to receive such information please tick the box.

16. Rights of Third Parties

1. If we use a third party to partly or wholly provide the Services, we may assign some or all of our rights under the Contract to such third party, and they may enforce any such rights directly against you.
2. Subject to clause 15.1, a person who is not a party to the Contract shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract, but this shall not affect any right or remedy of a third party that exists or is available apart from that Act.

17. 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.

18. How to Contact Us

If you need to contact Customer Service, please visit <http://Datainside.com> and click on Contact Us or email us directly at CustomerService@Datainside.com

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract