

TERMS OF USE OF FEBO.MOBI

Last updated: 21 August 2019

PLEASE, READ THESE TERMS CAREFULLY - BY ENGAGING OR USING OUR SERVICES, APPLICATION, WEBSITE, SIM CARD, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS PUT IN PLACE BY AN APPROPRIATE LINK, INCLUDING OUR PRIVACY POLICY AND COOKIES POLICY.

These are the **Terms of FEBO Telecom Ltd** (hereinafter, the “Company”, “we” or “us”), a company incorporated in accordance with the law of Cyprus, registration number: C303614, registered address: Office 602, 6th floor, Apollo Court, 232 Arch. Makariou III Ave., Limassol, 3030, Cyprus. The Company is a mobile operator and provides mobile telecommunications services via the Febo.mobi Application (hereinafter, the “Application”, “Febo.mobi”).

These Terms of Use (the “Terms”) enable you (“You”, the “User”, the “Subscriber”) to use our Application, website, pay for our services, and receive cashback for incoming calls.

DEFINITIONS

Account means the Subscriber’s personal account registered on the website <http://febo.mobi/> or in the Febo.mobi Application where the Subscriber can make payments, have credit card charges, input personal details, and receive Cashback deposited by Febo.mobi when the Subscriber receives incoming calls via assigned Febo.mobi phone number.

Area means a region/zone of countries available for a single-tariff mobile Internet connection.

Balance means the funds in the Febo.mobi Account placed by the Subscriber and debited by the Company for the Services.

Cashback means a reward program for incoming calls received by the Subscriber via assigned Febo.mobi number.

Febo.mobi Application means a designed software program that can be loaded to the User’s mobile device for international calls and/or mobile Internet use, operated by FEBO Telecom Ltd.

Internet package means a mobile tariff plan with charges and rates, which may vary from time to time, fixed by Febo.mobi mobile operator and published on the website <http://febo.mobi/>.

Phone number means the Subscriber’s phone number assigned by the Company. It is not linked to the SIM card.

Services means provision of mobile Internet and international calls, the SIM card service (where applicable) and any related services.

User / Subscriber means You and any other individual or corporate user who is authorized to enter into this agreement, and that is registered in the Febo.mobi Application using it in accordance with the provided functionality.

DURATION AND TERMINATION

The duration of the Terms shall commence from the moment of your Febo.mobi Account registration on the website <http://febo.mobi/> or in the Febo.mobi Application, and thereafter it will be valid until any one of the parties informs the other in writing that it is terminating these Terms, at least 30 (thirty) days prior to the date of termination.

The Company is entitled to temporarily suspend or permanently terminate the Terms and the Services provision in case of the Subscriber’s violation of these Terms, without prior notice.

If the Subscriber has not used the Febo.mobi SIM card during 1 (one) year from the last use of it, the Company reserves the right to terminate the SIM card operation service.

If the Subscriber has not used the Febo.mobi phone number during 3 (three) months from the last use of it, the Company reserves the right to deactivate/disconnect that Febo.mobi phone number assigned to the Subscriber.

Where the Febo.mobi phone number and/or SIM card is disconnected and/or terminated, the Subscriber's balance is written off in favor of the Company with no refund to the Subscriber.

THE SUBJECT OF THE TERMS

The Company provides mobile telecommunication services via the Febo.mobi mobile Application designed to ensure two main functions, such as:

- **mobile Internet provision;**
- **international calls provision.**

To use the mobile Febo.mobi Application, the User should download and install it to his/her mobile device. Likewise, the User should register an Account, in order to use our Services, review the statistics of the used Services, receive Cashback, manage an Account, check and update the personal data, and for other related purposes. You acknowledge and understand that you shall comply with the Terms, from the moment of your Febo.mobi Account registration on the website <http://febo.mobi/> or in the Febo.mobi Application.

You can use the Febo.mobi Application and Services without the assigned Febo.mobi phone number and without the Febo.mobi SIM card. You can use the Services via Wi-Fi network and/or via Internet provided by another operator.

If you purchased the Febo.mobi SIM card, the SIM card codes (PIN1, PIN2, PUK1, PUK2) should be kept confidential. Also, in case of loss and/or theft of the SIM card, you should notify the Company as quickly as you become aware of that, by email: help@febo.mobi, or by phone: +357 253 04 68, or via the live support chat in the Application. The Company has the right to provide Services at your expense until you notify us about the loss/theft of the SIM card.

The User can top-up the Febo.mobi Services with his/her plastic card. The Subscriber's balance is not refundable once recharged. The Company provides its Services only on a pre-payment basis and in the amount of pre-payment. The Company is entitled to suspend or terminate the Services provision, without prior notification of the Subscriber, if the Subscriber's balance is insufficient to cover the Services provision. The Company will restore the Services provision once the balance is (re)charged with the prepayment.

The Company cannot bear responsibility for any delay upon the funds crediting to the Subscriber's balance, nor for the payments to another or third party already carried out by the Subscriber's error.

We may unilaterally change the Subscriber's charges and rates, placing such updates on the website or in the Febo.mobi Application at least 30 (thirty) days prior to such changes. You are responsible for being acquainted with any amended or updated version of the Terms placed on our website or in the Application.

MOBILE INTERNET PROVISION

When using the Febo.mobi SIM card, the User gets the opportunity to purchase affordable Internet packages abroad, in accordance with the rate and description of the package offered. Mobile Internet from Febo.mobi is available after the SIM card is registered/activated.

We divide countries available for mobile Internet connection into 4 (four) Areas. Countries of the same Area are charged at a single-tariff rate.

The Company provides its Services solely in countries included in the countries list, as specified on our website or in the Febo.mobi Application.

You can purchase Internet packages for any and all Areas. When buying an Internet package in one of countries affixed to a specific Area, this Internet package shall work in all countries affixed to this specific Area.

At that, geolocation is changed and displayed on the main screen in the respective Internet package circle.

Operation of a specific Internet package (e.g., Area 1) is highlighted with a green tick mark. Internet packages are not highlighted without active online connection.

A tariff plan of the Internet package has a specific validity period. Unused MBs of the Internet package that were not used during that term are not transferable to the following validity period.

In detail, the options for mobile Internet tariff plans, charges and rates are specified in the description of the package on our website <http://febo.mobi/> or in the Febo.mobi Application.

INTERNATIONAL CALLS PROVISION

Febo.mobi Application provides the User with the opportunity to make international calls with 2 options, such as follows:

- 1st option – a call made through the Application without using the Febo.mobi SIM card. This way, calls can be made by connecting to any mobile network or Wi-Fi. In this case, calls are charged at the standard rate
- 2nd option – a call made through the Application using a Febo.mobi SIM card with the Internet package activated. This way, when a call is carried out the Febo.mobi mobile Internet is used. In this case, calls are charged at a special reduced rate

To receive incoming calls, the Subscriber should get the Febo.mobi phone number connected. Incoming calls to the Febo.mobi number are charge-free for the Subscriber.

CASHBACK

Febo.mobi is the sole Application in the market of mobile communications operators, which rewards Cashback for incoming calls. Cashback is deposited to the Subscriber's personal Account when the Subscriber receives incoming calls via assigned Febo.mobi number. Accrued Cashback can be used for the purchase of Internet packages and outgoing calls.

ACCOUNT

The User should register an Account on our website or in the Febo.mobi Application. You agree that the information you provide to us under the procedure of Account registration and under any subsequent identification/verification procedures (where and if applicable) is accurate and complete and will be updated from time to time, if necessary and as appropriate.

You bear responsibility for making sure that personal information in your profile (registered Account) is up to date, true and accurate.

You are also responsible for maintaining appropriate security, control and confidentiality of your profile information, including any personal data, identification numbers, passwords, Febo.mobi SIM card data or any other confidential data associated with your profile, as well as for performing any actions in this profile.

You acknowledge that in case of loss of the password or any confidential data and their use by third parties without authorization, any charges will burden You.

You are responsible for notifying us immediately of any unauthorized use of your password or profile and any other breach of security. If you think your profile has been compromised, please contact us describing the problem as thoroughly as possible, by email: help@febo.mobi or via the live support chat in the Application.

We shall not be liable for any losses you incur as a result of non-compliance with the instructions set out in this section, or any notices or warnings sent by us if any.

DISCLAIMERS

It is the User's full, sole, primary responsibility to familiarize himself/herself, on his/her own, with the tariff plans of Febo.mobi and settle accounts on the basis of current established tariffs.

The Company does not warrant the constancy of charges and rates. You acknowledge and agree that the Company may unilaterally change its tariffs, rates, and charges, placing such updates on the website or in the Application at least 30 (thirty) days prior to such changes. You are responsible for being acquainted with any amended or updated version of the Terms placed on our website or in the Application.

The Company is not and cannot be held liable or responsible for the ongoing smooth functioning and provision of the Services, or the Internet connection or disconnection, as well as any consequences thereof or losses incurred.

Any services, data, tools tools in our Application/website on our website are provided "as is" and on an "as available" basis. We have no obligation to update information on the website. To the maximum extent permitted by the law, we provide no expressed or implied warranties of accuracy, compatibility, reliability, wholeness, integrity, usefulness of our Application and website.

While we use reasonable endeavors to ensure that our Application and website are secure and free of errors, viruses and other malware, we do not warrant or guarantee in that regard. Users take responsibility for their own security, that of their personal details and their devices, and any other potential or obvious risks. You commit yourself to notify us immediately of any unauthorized access to your Account or any other breach of security as indicated in these Terms.

We are not an intermediary, representative or other person involved in the Services used by you on your side or on any user's side.

By agreeing to these Terms, you may be advised by us to assist you in the Febo.mobi Application installation, where necessary, but you are solely responsible for this installation, as well as for the use of it. You are solely responsible for the actions performed through the Application and our website.

THIRD PARTIES

We may use facilities of the other relevant third parties (e.g., service providers, contractors, partners), in order to provide our Services.

This website and applications may contain links to third-party websites owned or operated by these parties, other than us. Such links are provided for reference purposes only.

We do not control external websites and are not responsible for their content. Such links use does not imply any endorsement of the material or, unless expressly stated otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor.

Any third-party trade name, trademark, logo, legal or official symbol use shall mean that their use is protected by copyright and they are used on a legal basis or by authorized permission.

INTELLECTUAL PROPERTY RIGHTS

We reserve all rights, including copyrights to trademarks, means of individualization, patents, and other intellectual property rights used in the Febo.mobi Application and website, to all content used by Febo.mobi, including our designs, logos, URL addresses and trade names displayed in our Application/website. The Febo.mobi designation and Febo.mobi logo are our intellectual property, whether registered or not. Any other trademarks mentioned in our Application/website, where applicable, are the property of their respective owners.

PROHIBITED ACTIVITIES

You agree that you will not use the Febo.mobi in order to fulfill any such illicit activity or take any measures that may have a negative influence on Febo.mobi activity and repute. You must not take part in any of the following activity through our website and the Application:

- (1) try to get unauthorized access to our Services or another User's profile;
- (2) circumvent or take any endeavors to circumvent the established prohibitions and/or restrictions;
- (3) violate any law, statute, resolution, decree or regulation;
- (4) intimidate, threaten and/or pursue any User;
- (5) use our Services for any purpose other than that permitted by these Terms;
- (6) engage in any activity that is abusive, impedes or disorders the provision of our Services;
- (7) use the Febo.mobi in any manner that causes any person (legal or natural) to complain about your use or violates the industry standards, policies and applicable guidelines of any telecommunications associations;
- (8) transmit any materials that contains viruses, spyware, worms or any other malicious, harmful, or deleterious programs.
- (9) use your phone number for the purpose of arranging the other telecommunications operator's data traffic into the Febo.mobi network or use the Febo.mobi network for other operators' networks.

The use of our Services in connection with any activity related to illegal products or services is prohibited.

We reserve the right to temporarily suspend or permanently terminate an access to your Account or otherwise restrict your use of Febo.mobi, without prior notification, if a violation of this section is revealed.

INDEMNITY

You agree to indemnify and hold harmless our Company and our employees, agents, advisors, subsidiaries, partners, affiliates and their respective successors, affiliated persons and licensors (where applicable) against any claim, expense, damage, liability, litigation and expenses related to it (including the lawyers' fees, etc.) whatsoever arising out of or in any way connected with your use of our Services, violation of these Terms (including the Company's policies) or the rights (including IP rights) of any other person.

LIMITATION OF LIABILITY

Under no circumstances, our Company or our partners, licensors, service providers or subcontractors shall be liable for any implicit, special, incidental or indirect fine, damage and loss (including, without limitation, loss of profits, loss of data, etc.) arising out of implementation of these Terms or operation of the Febo.mobi Application.

The Company's total maximum liability for any termination, fault or distortion to the quality of the Services shall be limited to the damages caused solely within the Services provided under these Terms, in each case.

If You are a resident of the country, the jurisdiction of which does not allow disclaimer of warranties and representations, as well as limitations of liability, our liability will be limited to the maximum extent permitted by law.

ASSIGNMENT

The Company is entitled to assign its rights and/or obligations under this Agreement to any other person, in connection with a reorganization, merger, consolidation or sale or other disposal of all or a substantial part of its assets.

The Subscriber is not entitled to assign any of his rights and/or obligations under this Agreement.

SEVERABILITY

In case any provision in these Terms shall be held invalid, illegal or unenforceable in any applicable law, such provision shall be effective and observed as much as can be permitted by the applicable law and without affecting the validity, legality and enforceability of other provisions of these Terms, remaining them in force.

GOVERNING LAW, ARBITRATION, DISPUTE RESOLUTION

These Terms shall be governed by the Law of the Republic of Cyprus. The Services provided by the Company under these Terms shall be governed by the Regulation of Electronic Communications and Postal Services Law 112(I)/2004 (the 'RECPS Law') as amended and/or updated from time to time, including secondary legislation Orders), as well as any Telecommunications Regulations for the Telecommunications Services industry as amended and applicable, without giving effect to any principles of conflicts of laws.

You and the Company agree to resolve any disputes arising out of these Terms by negotiation. This condition may not be observed upon revelation of the alleged unlawful use of copyrights, trademarks, trade names, logos, patents. If the resolution of the dispute is not reached by mutual agreement, then any party may refer the dispute to the Commissioner of Electronic Communications and Postal Regulation in order for the dispute to be resolved in accordance with Law No.112(I)/2004, as amended or substituted from time to time and/or resort to a competent Court of the Republic of Cyprus. The language of legal proceedings shall be English.

You and the Company agree to notify each other in writing about any dispute or complaint within thirty (30) days from the moment it arises.

You may submit any complaints, including complaints regarding personal data matters, in writing by email, or post, or via our website. We may confirm receipt of the complaint either in an electronic form or in writing within two (2) days from receiving that complaint and further investigate it in accordance with the applicable legislation.

NO PARTNERSHIP OR AGENCY

Nothing in these Terms is intended or should be construed as creation of partnership between you and us, nor allow any party act as an agent to any other party, and neither of parties has the right to act on behalf of the other party.

AMENDMENTS

These Terms may be amended or updated unilaterally from time to time, whenever necessary, as the case may be. The amendments may include the Services provision, tariffs, charges, material change, the commercial or technical issues and any other changes, without limitation. The User is responsible for being acquainted with any amended or updated version of the Terms placed on our website or in the Application. The provisions of updated versions shall apply 30 (thirty) days from the date of publication, unless otherwise expressly stated.

FINAL PROVISIONS

All provisions of these Terms, which by their nature should survive termination shall survive termination, including, without limitation, Intellectual Property provisions, Disclaimers, Indemnity, Limitation of Liability.

The Company can publish notifications on the Febo.mobi website or in the Application about performing a regularly scheduled maintenance or renovation works 24 (twenty four) hours before starting such works.

The Company can send notifications to the Subscriber's assigned phone number using electronic communications. Such notifications shall be binding for the Subscriber, being considered as the sent written information.

The Subscriber shall be responsible for getting familiarized with the information published on the website, in the Application and/or sent by electronic communications.

Should You have any question regarding these Terms, please contact us:

- by email: help@febo.mobi
- by phone: +357 253 04 68
- by post: Office 602, 6th floor, Apollo Court, 232 Arch. Makariou III Ave., Limassol, 3030, Cyprus.