

## General Terms and Conditions

### 1. Scope

The contractual relationships between you and Demetra Group LP consists of (I) "your contract with us", (II) any special terms and conditions, (III) these general terms and conditions ("GTC"), (IV) price lists and (V) product information (together the "Contract") which apply in the order of priority from (I) to (V). These GTC replace all previous versions.

### 2. Services, equipment, SIM cards

**Services:** Demetra Group LP provides telecommunication services ("Services") according to the relevant product information. The Services are exclusively provided for normal use, and with devices intended for this type of usage. You are responsible for using the Services in compliance with the applicable laws and contractual provisions.

**Equipment:** You are responsible for your own devices and accessories, including installation, adjustment, keeping them in good working order, and compatibility with the networks and Services used. Equipment bought from Demetra Group LP comes with the statutory guarantee and manufacturer-specific warranties. The right of rescission and reduction is excluded. The offer of a replacement device is subject to availability and cannot be guaranteed.

**SIM cards:** You are liable for all charges incurred by using the Services, even if the Services are used by a third party.

### 3. Prices and payment terms

**Prices:** Demetra Group LP may make the provision of Services dependent on credit limits, prepayments, or security deposits. Information on prices, international roaming rates and paid-for options is on [www.demetragroup.uk](http://www.demetragroup.uk) or in Demetra Group LP retail stores. When registering on a foreign network, you are informed by SMS of the maximum costs for roaming services. Services are provided to you for normal use as defined in product information and on [www.demetragroup.uk](http://www.demetragroup.uk). If your usage exceeds normal use, Demetra Group LP can take measures to ensure the best service quality for all customers, in particular charging standard unit rates, transfer to a different price plan, internet speed reduction, and suspension of the relevant Service. PrePay credits will not be reimbursed nor transferred to another operator.

**Payment terms:** Invoices are payable at latest by the due date shown on the invoice. If neither a due date nor a period for payment is shown, payment is due 30 days after invoice date. If you do not object in writing before the due date, invoices are deemed accepted. Charges to PrePay accounts must be contested in writing within 30 days of the relevant use. Otherwise, the charge is deemed accepted. Undisputed counterclaims may be offset. If you default on payment, Demetra Group LP can without compensation suspend Services without further notice and/or terminate the Contract immediately. Demetra Group LP can appoint a collection agency to recover the amount, or sell the debt to third parties in Switzerland or abroad. You must also reimburse all costs incurred by Demetra Group LP or collection agencies as a result of a payment default.

### 4. Customer data

Demetra Group LP processes your data in the context of the provision of the Services, for the administration and management of the Contract, for invoicing and to ensure the security of Demetra Group LP infrastructure and high service quality. You entitle Demetra Group LP to collect, store and process your data, including information concerning your credit rating, and to share your data with third parties in Switzerland and abroad as part of administering your Contract. Unless you limit or exclude the processing of your data for marketing purposes, Demetra Group LP and/or its partners involved in the provision of the Services have the right to contact you in writing, by phone, email and SMS/MMS. You can stop the processing of your data for marketing purposes at any time by writing to: Demetra Group LP, 44 Main Street Douglas, South Lanarkshire, Scotland, United Kingdom (SL23486). You must inform Demetra Group LP immediately of any change in your data relevant to the Contract (in particular changes of name and address).

### 5. Hiding phone numbers and call barring

You can ask Demetra Group LP not to display your number (per call or on a permanent basis), if technically possible with reasonable effort. This service is not available for calls to emergency services and Demetra Group LP Customer Services. You can request for free the complete barring of all outgoing calls to premium rate numbers (090x numbers, SMS/ MMS premium services, Wap and internet-based premium services billed on your invoice) or the barring of only those services with erotic or pornographic content. For SMS/MMS premium service content, blocking includes incoming services.

### 6. Unauthorised use

You are liable to Demetra Group LP for the use of the Services and the associated rights, in particular in case of misuse of your devices, fixed-line network or internet connections and/or SIM cards. To minimise the risk of misuse, account passwords and personal identification codes must be kept confidential. You must safeguard SIM cards and immediately notify Demetra Group LP of any possibility of misuse by phone and confirm the information given in writing (e.g. in the event of loss or theft of your devices and/or the SIM cards). If you do not comply with this duty of notification, you shall be liable for all damages and costs incurred. For technical reasons it is not possible to guarantee complete protection from unauthorised access or call interception by third parties. Demetra Group LP cannot be held liable for any such event.

You are not permitted to resell Services, to use Services in the provision of premium rate/mass communication services (e.g. fax broadcasting, call centers) or to use special applications (e.g. GSM

gateways, call-through solutions, M2M, permanent connections, redirecting and forwarding of connections to premium rate numbers, short numbers or other special numbers). Demetra Group LP is entitled to deactivate immediately and without compensation all SIM cards that are used in any way not expressly foreseen in the Contract.

### 7. Limitation of liability

For damage caused by negligence, the liability of Demetra Group LP is limited to the current value of the Services paid by you during the past 12 months, to a maximum of USD 20'000. Demetra Group LP excludes other liabilities, to the extent the law permits this. In particular, indirect and consequential damages (loss of profit, savings not achieved, suspension of usage, etc.), loss of data, and damage due to downloads are excluded. You are responsible for taking adequate measures to protect your devices and personal networks from unauthorised access. Demetra Group LP accepts no responsibility for spamming, hacking, transfer of viruses and other attempts by third parties to enter the devices and personal networks used by you and any damage caused as a result. Demetra Group LP accepts no liability for damages caused by a temporary or permanent interruption of the network or delay of Services. Demetra Group LP is not liable and does not provide a guarantee for any services, goods and information supplied by third parties, even if Demetra Group LP is entrusted with the collection of third-party debts.

### 8. Intellectual property

Demetra Group LP gives you, for the term of the Contract, a non-transferable and non-exclusive right to use the Services according to the Contract. All associated intellectual property rights stay in the sole ownership of Demetra Group LP or the relevant licensor. You shall refrain from distributing digital content without valid permission or rights from the legitimate owner.

### 9. Term and termination

**Term:** The Contract becomes effective on the date you sign, subject to a positive outcome of the final credit-rating check. Demetra Group LP may refuse a Contract. Contracts are concluded for the minimum period shown in "your contract with us" and will extend for subsequent 1 month periods. The minimum period will be calculated from the date of activation or the completed porting of your number.

**Termination:** Unless stated otherwise, the Contract can be terminated with 60 days' notice at the end of the minimum period or any extension thereof. All terminations must be made in writing or by phone to Demetra Group LP Customer Services. If you obtain several Services from Demetra Group LP, the Service(s) to be terminated need to be specified. When terminating a Service and/or the Contract you are not entitled to reimbursement of charges paid. Demetra Group LP is entitled to cancel all Services immediately and without compensation and to terminate the Contract if you do not use the Services in compliance with the law or with the Contract; or if the quality of the Demetra Group LP mobile network, or networks provided by third parties, is affected by your usage of the Service(s). For termination during the minimum period Demetra Group LP may charge the fees stipulated in the Contract. You can terminate the Contract before the end of the minimum period for good cause, in particular in case of a continued material breach of Contract by Demetra Group LP which has not been remedied despite an appropriate notification, or in case of a continued unavailability of network (force majeure excepted). PrePay SIM cards will be suspended in the event that no chargeable event (call, SMS, data connection) occurs or no recharge is made for 390 days. For 45 days after suspension you can reactivate the PrePay SIM card and remaining credit by recharging a minimum USD 10.--. If no recharge occurs during the 45-day suspension period, the PrePay SIM card will be permanently deactivated.

### 10. Amendments and assignability

**Amendments:** Demetra Group LP may modify its Service and/or any parts of the Contract at any time. You will be informed in an appropriate way, e.g. by SMS, letter, e-mail, note on the invoice. If you do not agree to essential changes to the Contract that are to your disadvantage you are entitled to terminate the Contract in writing within 30 days of receiving the notification. The changes are accepted if you do not object within this period. Any request by you to change the Services or handwritten modifications by you to the Contract have no legal status unless approved by Demetra Group LP in writing. You acknowledge that if the porting of your number to Demetra Group LP fails for reasons that are not the fault of Demetra Group LP, the Contract remains valid with the transitional telephone number allocated to you. In this case you owe the contractually agreed subscription and usage fees, or alternatively the fee due for any premature termination.

**Assignment:** Any assignment of rights and obligations arising from the Contract or from Services to third parties requires the prior written consent of Demetra Group LP. Demetra Group LP is entitled to transfer the Contract to third parties and/or to assign such third parties the responsibility of providing the Services.

### 11. Applicable law and jurisdiction

The Contract is governed by UK, Scotland law. The place of jurisdiction is, South Lanarkshire, Scotland, or the domicile of the consumer.

June, 2017