



## **PlaNetTel eSIM**

### **Terms and Conditions of Service – Fair usage policy (FUP)**

#### **1. Data Packages**

Our data package allows you to use a certain amount of mobile data in a certain country and/or region over a determined period. The package does not include any voice and SMS unless otherwise stated. It was designed to only allow for data connectivity and use in mobile phone. It is only for single device and single use unless otherwise stated.

#### **2. Your eSIM service**

You would deem to have accept this agreement, when you purchase your eSIM package or download it into your phone and use it. We aim to provide you with the best services at all times. However, due to the nature of mobile technology, it is impossible to provide a fault-free service. Further, overseas networks may be limited in quality and coverage.

You are responsible for the use of the eSIM by anyone other than yourself.

Tethering (personal hotspot) is supported but may deplete your battery life and slow down your mobile connection speed.

You must not use your mobile phone or the service in a way that in our view is abusive, illegal, fraudulent, a nuisance or for criminal activities. We reserve the sole right and discretion to suspend and/or terminate the service.

You are not allowed to re-sell to anyone else any part of the services.

We may need to change your package at any time, and we will give you fair notice of that.

If you use the eSIM service to access the internet, we accept no responsibility for any content or services you access. It is at your own risk and discretion.

We may decide to refuse to provide any part of the services to you. For example, the use of certain applications like TikTok where it is not allowed in that country or region. We don't guarantee that all applications will work.

#### **3. Payment Terms**

When you purchase a data package, your payment will be made by credit card in full. Only when the payment is made in full, will the service be available. Your credit card details will be saved for audit purpose.

Instruction to download and activate the eSIM using QR code will be delivered to you by email and online. Once the QR is downloaded and installed on your phone the service is deemed active.

We do not allow refund and cancellation once the eSIM QR code is issued unless otherwise stated.

It is important to note that all data packages unless otherwise specified, will be for single device and for single use only.



#### **4. Roaming**

You can use your data package in any country that is included in your package while roaming, but this are subject to the eSIM4u Fair Usage Policy (FUP) as prescribed under #XXX.

Due to the nature of the mobile technology, it is impossible to provide a fault-free service and it may be limited in quality and coverage. This is not exclusive to us but to all mobile service providers.

If you breach any of the Fair Usage Policy, the service may be slowed down and in severe cases, it may be suspended and/or terminated without compensation.

#### **5. Suspension, disconnection and ending the package.**

You may not use your eSIM service in any device; or in a way that adversely impacts the service to our other customers. If for any reason we reasonably suspect that you are not acting in accordance with this policy, we reserve the right to 1) restrict the speed, 2) disconnect and 3) terminate the service without notice and compensation.

We can suspend, restrict or stop providing the service if:

- We believe your eSIM service is being used in breach of this agreement.
- The time period for your data package has expired.
- You do not keep to this agreement.
- We believe that when you purchased the data package, you have used a stolen or false debit or credit card or if any debit or credit card transaction is at some time charged back to us.
- You do anything (allow anything to be done) which we think may damage or affect the operation or security of the network or the service.
- We are told by any competent and/or government regulatory body to do so.

If we have to disconnect your eSIM service for any of the reasons outlined in these Terms and Conditions, you will lose any credit held on your account as well as the service.

You may terminate this agreement at any time by telling us in writing to [admin@planettel.com.sg](mailto:admin@planettel.com.sg), but you will lose any unused credit and the service.

#### **6. If we alter your package rate or other terms**

We may amend our data package rates at any time and we do not need to advise you of this. If we do increase our charges, we will give you at least 7 days' notice by sending an email to your registered email address. Any increased charges will only apply after the expiry of the notice we give you. You may cancel your agreement with us at any time during that notice period and we will refund any unused credit to you.

We may make changes to or withdraw services at any time, and we can make changes to or introduce new terms to this agreement at any time. Where it is realistically possible, we will give reasonable notice of these changes. The changes will apply when we publish details of them, and after we notified you for example by sending you an email.

By continuing to use the services after we have notified you of the changes or of any other terms, you are deemed to have agree to these changes. If you are unhappy with any of the changes, you do not have to continue to purchase the eSIM service from us.

## **7. Legal Liability**

We will not be liable to you for loss of income or profit; loss of use of the services; lost business or missed opportunities; or any loss or damage that is not directly caused by us or which we did not reasonably expect at the time you entered into this agreement.

We will not be legally responsible to you if we cannot provide the services because of something outside our span of control.

This agreement does not affect any rights you have as a consumer.

## **8. Personal Data**

If any country requires detailed personal information about you prior to providing mobile data service in that country, then we have the right to ask for this information before providing the eSIM service to you.

We may use your personal information to:

- Manage your account, carry out customer-care or staff training activities.
- Monitor calls, emails or text messages that you may send us.
- Monitor the quality and security of the network and test and maintain our IT systems.
- Contact you with marketing messages unless you object and tell us not to do so. These messages may include marketing from other organizations. If you do not want to receive marketing messages from us, please contact us at [admin@planettel.com.sg](mailto:admin@planettel.com.sg)

## **9. Fair Usage Policy**

This fair usage policy ("Fair Usage Policy") explains your usage obligations, how to avoid breaching these obligations and what will happen if you breach or fall outside of this Fair Usage Policy.

Please note that compliance with this Fair Usage Policy is a requirement of your contract.

- You must only use the eSIM services for private, personal and legitimate business purposes. What to avoid: You must not use your eSIM service to support any connection where the eSIM is installed into equipment for use with applications that primarily transfer information between fixed systems and remotely located handsets/assets or any other remote computer systems.
- You must only use the eSIM service for the purposes of advertised, described in any user guides, or as instructed by us. You can't use an eSIM service in or connected to any device or hardware other than the device or hardware it is supplied with. What to avoid: Using equipment or eSIM service other than as intended. For example, using your eSIM service in a modem instead of a mobile phone or tablet would fall outside this Fair Usage Policy.
- You must not use, or allow anyone else to use, the eSIM service for call forwarding services, concurrent calling, paging services, and onward calling services or to contact numbers that pay a revenue share, and you can't resell our services. What to avoid: Using unusually high volume of data transfer on the eSIM services is outside of this Fair Usage Policy.
- You must not use our eSIM services to generate artificially inflated traffic or to persistently send automated data transfer over the service.
- You must not use the eSIM service in such a way that in our reasonable opinion we reasonably believe adversely impacts our network or the service to our other customers. What to avoid:



Using the service to do anything which slows down the performance of the network, or prevents other customers from using the network as intended because of congestion caused by your usage of the services.

- You must not establish, install or use a gateway device without our prior written consent (including devices tethered via cable, Bluetooth or WiFi, to a computer or the internet, when used for making large volumes of download from the internet.
- You must not use the services fraudulently, in connection with a criminal offence, in breach of any law or statutory duty, to make a call or send a message or 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 anyone's privacy or is otherwise unlawful. What to avoid: Making nuisance phone calls, unlawful file sharing, and sharing, downloading or viewing inappropriate or illegal content are examples of use that would fall outside of this Fair Usage Policy. For avoidance of doubt the prohibited activities listed above is a non-exhaustive list. We reserve the right to assess any activity which it may consider inconsistent with a reasonable customer's good faith use of the services provided by us.
- You may use our eSIM services in the permitted countries in your package for the period of travel.

#### **10. What happens if your usage falls outside this Fair Usage Policy?**

- If we reasonably suspect you are not complying with this Fair Usage Policy, we reserve the right to impose further charges or disconnect your eSIM service at any time, having attempted to contact you first.
- Data use: When you use a lot of data, it slows things down for everyone. So keep things fair, we keep an eye on how much data you, and all our customers use. We can use appropriate traffic shaping or throttling measures to protect our network from types of data usage which we think might impact on levels of service for other customers. This may happen at specific times of day and/or in specific locations. We may impose network protection controls which may reduce your speed, remove access to your package, impose further charges to your account, and/or disconnect your eSIM service at any time.
- Remember that this isn't an exhaustive list of how you could be breaching this Fair Usage Policy. If we reasonably suspect you're not complying with this policy, we reserve the right to impose any further charges or disconnect your eSIM service at any time, having attempted to contact you first.

#### **11. General**

- We may transfer this agreement to anyone else at any time.
- If you or we fail to enforce rights under this agreement, it will not prevent you or use from taking further action.
- This agreement is under Singapore law.