

Simtex

Terms of Use

Updated January 26th, 2020

RBCS Ltd., a company incorporated under the laws of the State of Israel, P.C.N 515795821 (hereinafter, the “**Company**”, or “**we**”), welcomes you to use the Simtex application (which may be distributed on different platforms, such as Apple’s Appstore and Google’s Googleplay, Microsoft application store, etc.) (the , “**APP**”).

Acceptance of the Terms.

By accessing or using the APP, you acknowledge that you have read, understood, accept and agree to be bound by these terms of use (the “**Terms**”), including the Privacy Policy, and to comply with all applicable laws and regulations regarding your access and use of the APP. If you do not agree to these Terms, do not access or use the APP.

The Company reserves the right, in its sole discretion, to revise or modify these Terms from time to time. You are responsible for viewing these Terms periodically for updates by checking the ‘Updated’ date which appears at the top of the Terms. You can review the most current version of these Terms at any time at the APP. Your continued use of the APP after a change, modification, or update of these Terms has been made shall constitute your acceptance of the revised Terms. If you should not agree to these Terms after such a change and/or modification and/or update, your sole remedy shall be to discontinue your use of the APP and to cancel any account(s) you may have created for use of the APP.

If you violate these Terms, the Company reserves the right to issue you a warning regarding the violation or to immediately terminate or suspend all or part of the account(s) you have created for using the APP. You agree that the Company does not need to provide you notice before terminating or suspending your account(s), but it may provide such notice in its sole discretion.

You agree that the Company may change any part of the APP, including its content, at any time or discontinue the APP or any part thereof, for any reason, without notice to you and without liability for the Company whatsoever.

You declare that by acceptance of these Terms and/or by using the APP you are of legal age to form a binding contract with the Company. You may not use the APP and may not accept these Terms if you are a person barred from receiving the APP under the laws of the country in which you are resident or from which you use the APP.

If you are a representative of an organization offering the APP for use by its authorized employees and/or consultants (respectively, the “**Organization**” and “**Organizational Users**”), you hereby declare that by acceptance of these Terms and/or by using the APP you are an authorized representative of the Organization having the power to accept these Terms on behalf

of the Organization as a legally binding contract between the Company and the Organization. In these cases, the term "you" as used in these Terms shall include the Organization.
Welcome to the Simtex APP!

The APP

The APP is a cellular roaming services reseller application for phone calls and internet bandwidth ('data'), which offers you different roaming services options, based on offers from local and international third-party roaming service providers and provided by them, including by intermediaries (altogether, the "**Providers**"), so you can choose the best roaming plan which suits you. We do not own, create, provide, control, deliver, or supply any local or international roaming services of our own.

Moreover, we are constantly changing and improving the APP. We may add or remove features, and we may suspend, limit or stop a certain function on the APP altogether.

User Registration, Verification, and order completion.

Though the APP usage age is not limited, in order to purchase services through the APP, you must be at least 18 years old.

Some of the APP's functions are available only subject to registration. For example, you must register an account with the APP to complete your orders. Some of the functions also require a verification process, and others may be subject to your cancellation history.

You can register to the APP using your email address and creating a password, or through your account with Facebook or Google. In using your social network login, you understand that we will have access to information from your Facebook or Google Account. If you use an email and password, please memorize or save the password in a secure place. Remember that you are responsible for the activity that happens on or through your account. When creating your account, you agree to provide accurate and true information, and to update it through the APP or by notifying us. You shall not share your account or login information, nor let anyone else access your account or do anything else that might jeopardize the security of your account.

In the event you become aware of or reasonably suspect any breach of security, including, without limitation any loss, theft, or unauthorized disclosure of your login information or unauthorized access to your account, you must immediately notify the Company and modify your login information. You are solely responsible for maintaining the confidentiality of the login information, and you will be responsible for all uses of your login information, including purchases, whether or not authorized by you. You are responsible and liable for any actions taken through your account, whether or not such actions were taken by you, including, for the avoidance of doubt, actions taken by third parties that were authorized by you for use of the APP. You, therefore, acknowledge that your account may be terminated by the Company at the Company's sole discretion if anyone uses your account to engage in any activity that violates these Terms or is otherwise improper or illegal. You undertake to monitor your account and

restrict use by any individual barred from accepting these Terms and/or receiving the services through the APP, under the provisions listed herein or any applicable law. You shall accept full responsibility for any unauthorized use of the APP by any of the above mentioned limitations. The Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

For the verification process, we may ask you to provide us with a passport scan, a driving license and/or additional documents as we see fit.

The APP may implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

When you download the APP, we give you a personal, worldwide, royalty-free, non-assignable, non-sub-licensable, revocable, non-exclusive, and limited scope license to use it. This license is for the sole purpose of enabling you to use and enjoy the benefit of the APP, in accordance with these Terms. You may not copy, modify, distribute, sell, or lease any part of the APP, nor may you reverse engineer or attempt to extract the source code of the APP, unless such restrictions contravene local laws.

Modifications and Cancellations.

Our cancellation policy is that you may cancel your order within 3 days of placing it, for whatever reason, provided that you have not yet accessed or otherwise used the purchased mobile services. In that case, you may receive a refund for the cost of the purchased mobile services less the cost of the QR code, provided that you did not actually use any data of the purchased mobile services.

Amounts which were paid for cancelled orders shall be credited to your account by default. However, if you wish, you may contact us by our communication lines and request a refund. In general, refunds shall be paid within 30 days of a request.

For the avoidance of any doubt, no refunds will be provided in case you did not fully utilize the data made available to you under the mobile services provided.

Intellectual Property Ownership

The Company and/or its affiliates retains all rights in the APP materials (including, but not limited to, applications, software, designs, graphics, texts, information, pictures, video, sound, music, and other files, and their selection and arrangement) other than user content (collectively, "Service Materials"). The entire contents of the APP are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You shall not, nor shall you cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works

from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the APP pursuant to these Terms or otherwise exploit any of the Service Materials without the Company's explicit, prior written consent. All other uses of copyrighted or trade mark material, including any derivative use, require explicit, prior written consent from the Company. Any reproduction or redistribution of Service Materials not in accordance with these Terms is explicitly prohibited and may result in the termination of your account as well as severe civil and criminal penalties.

The Company and/or its licensors and affiliates own all right, title, and interest, including copyrights and other intellectual property rights, in and to all the Service Materials. You hereby acknowledge that you do not acquire any ownership rights by using the APP or by accessing any of the Service Materials, or rights to any derivative works thereof.

You are not required to provide the Company with any feedback or suggestions regarding the APP or any of the Service Materials. However, should you provide the Company with comments or suggestions for the modification, correction, improvement or enhancement of the APP and/or any of the Service Materials, then, subject to these Terms, you hereby grant the Company a non-exclusive, irrevocable, worldwide, royalty-free license, including the right to sublicense, to use and disclose such comments and suggestions in any manner the Company chooses and to display, perform, copy, have copied, make, have made, use, sell, offer to sell, and otherwise dispose of the Company's and its sublicensees' products and content embodying such comments or suggestions in any manner and via any media we choose, but without reference to the source .of such comments or suggestions

Other than personally identifiable information, which is covered under our Privacy Policy, any textual content you transmit to the APP shall be considered non-confidential and non-proprietary.

Rules of Conduct and Usage

You agree that you will comply fully with these Terms and all applicable domestic and international laws, regulations, statutes, ordinances that govern your use of the APP. Without limiting the foregoing and in recognition of the global nature of the internet, you agree to comply with all local and international rules regarding online conduct. You also agree to comply with all applicable laws affecting the transmission of content or the privacy of persons.

You undertake that you shall not defraud, or attempt to defraud, the Company or other users, and that you shall not act in bad faith in your use of the APP. If we determine that you have acted in bad faith and/or in violation of these Terms, or if we determine that your actions fall outside of reasonable community standards, the Company may, at its sole discretion, terminate your account and prohibit you from using the APP. You agree that your use of the APP shall be lawful and that you will comply with the usage rules.

Without limiting in any manner the generality of the foregoing, in connection with your use of the APP, please do not:

- Break the law, or violate our Terms or policies, or the Providers' terms or policies;

- Abuse the APP in any way. That includes hacking, gain unauthorized access to the APP in any way, or using any automated software on the APP to access, collect data or other content from or otherwise interact with the APP, for any purpose;
- contact another user for the purpose of recruiting or otherwise soliciting any user to join third-party services, applications or websites, without our prior written approval;
- violate anyone else's rights or otherwise cause harm to anyone.

Technical Support

We will provide technical support to you regarding possible errors in using the APP, as well as for solving any problems with installation. We may also offer help regarding operating your mobile device, but such support, if offered, shall be limited to a specific number of popular models of mobile devices.

Technical support shall be available in general in the email, support@simtex.mobi, and shall include troubleshooting response. We will supply such technical support in less than 24 hours from the time the first request for technical support was sent. Technical Support will be available in English or in Hebrew.

We agree to make commercially reasonable efforts to take appropriate corrective actions in response to any material bug or error report we may receive, *provided* that you have provides us sufficient information in order for us to identify the error.

This section shall inure only for your benefit as a user of the APP, and not for any other third-party.

The APP is available through the internet, and, as such, the communication with the APP is based on communication lines which are not 100% reliable. Furthermore, the APP may from time to time conduct maintenance during which the APP may be unavailable for use.

The Roaming Services are Delivered by Third-Parties; No Warranties.

The APP offers roaming services which are delivered by our local roaming services partners – the Providers. We are not the suppliers of a roaming service by itself. Therefore, we cannot warrant or guarantee that the Providers' services are in good quality, suitable, deliverable, or that the Providers' uptime will be 100%.

We want to clarify, that any of the Providers may, without prior notice, temporarily or permanently suspend the delivery of mobile services on their local network, or in a specific country or destination, at their sole discretion. If such thing occurs, we will be notified as well, but as mentioned above, we cannot be held liable for such an event.

Furthermore, we want you to understand that due to the complex nature of the mobile service provided by any Provider, and the involvement of third-party roaming partners, quality on certain networks, calls to or from certain destinations or data consumed on such, might occasionally be unsatisfying, or even not be completed at all. In such event, we shall use reasonable efforts to restore industry standard quality of service. However, we shall not be under any obligation to offer you a temporary surrogate service.

WE DON'T MAKE ANY COMMITMENTS ABOUT THIRD PARTY SERVICES WHICH ARE OFFERED ON THE APP, OR ANY ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE OFFERS AND SERVICES "AS IS".

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MOBILE SERVICES PROVIDED HEREUNDER AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, DESCRIPTION OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.

SOME JURISDICTIONS HAVE LAWS WHICH GIVES YOU CERTAIN WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND PARTICULAR NON-INFRINGEMENT RULES. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Third Party Policies

The Providers' services are being governed by their own terms and policies, which you can review, each at its own website. We may provide a link to the website of each Provider. The placement of an order by you within the APP creates an additional agreement between you and the Provider that, should you chose to accept, shall additionally include the Provider's terms and use and privacy policy prior to the usage of the roaming services which were purchased by you. To this additional agreement, we are not a party.

Translation

To assist users who speak different languages, the APP and information presented on the APP may be translated, in whole or in part, into other languages, including translations powered by third-parties such as Google Translate. We cannot guarantee the accuracy or quality of such translations and it is the user's responsibility to verify the accuracy of any such translation.

Term and Termination

These Terms shall be binding upon you so long as you access or use the APP and its services, and/or maintain an account with the APP, and for 30 days after the last of such access, usage or termination of your account.

We may refuse access to the APP or may terminate your account without notice for any reason, including, but not limited to, a suspected violation of these Terms, illegal or improper use of your account, or illegal or improper use of the APP, products, or the Company's intellectual property

as determined by the Company at its sole discretion. Without derogating from the foregoing, if you are an Organizational User, your access and/or use of the services and/or your account may be terminated at any time by the Organization for any reason, at its sole and absolute discretion. You may lose your user name and other contents on the APP, as a result of account termination, without responsibility or liability on the part of the Company for any damage that may result from the foregoing, including any responsibility to refund purchases made through the APP in the case of violation of these Terms. If you have more than one account, the Company may terminate all your accounts.

You acknowledge that the Company is not required to provide you notice before suspending or terminating your account. In the event that the Company terminates your account, you may not participate nor make use of the APP again without the Company's express consent, if any. The Company reserves the right to refuse to keep accounts for, and provide access to the APP or other services to, any individual. You may not allow individuals whose accounts have been terminated by us to use your account. If you believe that any action has been taken against your account in error, please contact us at the details listed below.

IF YOU WISH TO TERMINATE YOUR ACCOUNT, YOU MAY DO SO AT ANY TIME BY: (I) NOTIFYING US AT ANY TIME VIA THE DETAILS LISTED BELOW OR (II) CLOSING YOUR ACCOUNTS FOR ALL OF THE SERVICES WHICH YOU USE, WHERE THIS OPTION HAS BEEN MADE AVAILABLE TO YOU.

If you are an Organizational User, the availability of certain information related to you and/or your use of the APP, may or may not be available to you following the termination of your account for any reason, depending on the decision of the Organization, at its sole and absolute discretion.

The provisions of these Terms shall survive any termination or expiration thereof, including without limitation, the warranty disclaimers, limitation of liability and indemnity provisions.

Disclaimers.

TO THE EXTENT PERMITTED BY LAW, WE WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO PURCHASE THE SERVICE. IN ALL CASES, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Indemnification

You agree to indemnify and hold the Company, and each of its directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any of the following:

- (i) Your use of and access to the APP;
- (ii) Your violation of any term of these Terms;
- (iii) Your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- (iv) Any claim that any user submission made by you has caused damage to a third party.

Notices

We may email you with announcements and messages. You can request at any time to not receive such emails. However, we may email you with account activation emails and other security emails, which are important for effective use of the APP.

Notices to you may be made through the APP and/or e-mail. We may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on the APP. You agree that all agreements, notices, disclosures and any other communications that we provide as aforementioned satisfy any legal requirement that such communications be in writing.

Any communication with us can be made through the means detailed at the bottom of these Terms. Any communication you send to us will be considered non-confidential and we may freely use it. By submitting feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those communications for any purpose, without compensation to you.

Applicable Law and Jurisdiction

These Terms will be interpreted in accordance with the laws of the State of Israel, without regard to conflict-of-law provisions. Judicial proceedings must be brought exclusively to the courts in Tel-Aviv, unless we and you both agree to some other location.

General Provisions

If you or we terminate this Terms, the clauses of these Terms that reasonably should survive termination of the Terms will remain in effect.

If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

The Company's failure to enforce any provision in these Terms shall not be considered as a forfeiture of the rights granted in that provision.

You may not assign or transfer your rights and obligations hereunder without our prior written consent. We may assign or transfer any rights and obligations hereunder, at our discretion, with 30 days prior notice.

We reserve the right to amend these Terms at any time and without notice, and it is your responsibility to review these Terms for any changes. Your use of the APP following any amendment of these Terms will signify your assent to and acceptance of its revised terms. YOU AND THE COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

How to contact us with questions regarding this terms of use.

If you have questions about this policy, here's how you can reach us:

You may contact us online though this email: support@simtex.mobi.

Alternatively, you may contact us here:

RBCS Ltd.
Urban Place
9 Ahad Ha'am Street
Tel Aviv, Israel