

Simtex
Terms of Use
Updated April 8th, 2019

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 in the 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 and understood these terms of use (the “**Terms**”), including the **Privacy Policy**, and you agree to be bound by them, and to comply with all applicable laws and regulations regarding your access and use of the APP.

The Terms may be revised and updated from time to time. We urge you to be updated from time to time about these revisions, 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.

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 could choose the best roaming plan which suits you. We do not own, create, provide, control, deliver, or supply any local or international roaming services on 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 require also a verification process, and some 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.

For the verification process, we might 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 and non-exclusive 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 laws prohibit those restrictions.

Modifications and Cancellations.

Our cancellation policy is that you are able to cancel your order with us within 3 days after placing it, for whatever reason, provided that you have not yet consumed or otherwise used 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 ask for a refund. In general, refunds shall be paid within 30 days of a request.

Content.

The APP presents content generated by us. Logos, names, trademarks and other intellectual property are being presented on the APP. Some of this intellectual property is ours, and some of it belongs to our business partners, the Providers. You are not being granted with ownership of any of intellectual property rights as such, nor with the authorization to use them.

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.

Prohibited Activities.

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 provided 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.

Remember that 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 and during which the APP may be unavailable to you.

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 in 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 you chose, to the Provider, by which you accept the Provider's terms and use, and privacy policy, prior to the consumption 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's the user's responsibility to verify the accuracy of any 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.

If you violate these Terms, we may suspend or terminate your account and access to the APP without telling you before we do so. In case an order was cancelled because of this, you will not be entitled to any compensation or a refund from us. In some cases, we may give you a notice of our intention to take measures against your violations.

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

If any damage is caused to us as a result of your violation of these Terms, you agree to compensate us for this damage.

Communication with us.

We might email you with announcements and messages. You can ask us to stop sending such emails. However, we may email you with account activation emails and other security emails, and these may be important for using the APP.

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 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.

Our failure to enforce any provision in these Terms will not be considered as if we gave up on 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.

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 Ehad Ha'am st.,
Tel Aviv, Israel