



## Terms of Service

This agreement ("**Agreement**") is entered into on \_\_\_\_\_ (the "**Effective Date**")

by and between \_\_\_\_\_

Address at: \_\_\_\_\_ ("**Customer**"),  
and Telroaming Advanced Communication Solution Ltd. with its registered address located at 7 Motta Gur Street, Kiryat Aryeh, Petach Tikva, Israel ("**Webbing**").

### WHEREAS

- (A) Webbing wishes to sell to the Customer a Multi IMSI SIM card and/or a Mobile router device (the "**Product**") for global internet connectivity in accordance with purchase orders to be delivered by the Customer, accompanied by data plans, a management portal to track usage activity and technical support (the "**Services**");
- (B) The Customer wishes Webbing to provide the Customer with the Products and the Services, all as specified in further detail in Appendix A attached hereto, commencing as of the Effective Date;
- (C) Webbing warrants that it has the ability to provide the Services and to perform all of its obligations hereunder and that it wishes to provide the Services to the Customer as of the Effective Date;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and understandings contained herein, the parties agree as follows:

### 1. Terms of Use

1.1. The Customer and/or a person on his behalf who uses the Product or Service shall only use the Product or Service for the Product purpose alone, shall protect the working conditions and completeness of the Product, shall store it in regular conditions, shall refrain from causing any damage or harm to the Product, and shall use the Product and Service in a normal and reasonable manner.

1.2. The Service Provider retains the right to amend these Terms from time to time, subject to the provision of notice of such to the Customer.

1.3. The Customer shall not use the Product or Service, or any part of them, for any use which is against any law, including the law of the Destination Country, or which constitutes the violation of any third party rights, including the violation of any intellectual property rights, disturbance any other users of the Service, violation of defamation laws, or violation of any privacy protection laws.



1.4. A Customer who is an incorporated entity is permitted to provide the Product to its directors, employees, or any person on its behalf in order to receive the Services, without derogating from the Customer's responsibility towards the Service Provider regarding the proper and permissible use of the Product and Service, and the fulfillment of all obligations included, in accordance with these Terms and any applicable law.

1.5. Other than as stated in Section 1.4 above, the Customer is not permitted to sell, rent, award, lien, assign, or transfer in any manner the Product or Service and/or the right to receive them and/or the Customer's rights or obligations in accordance with the Agreement and the Terms, without receiving the prior written consent of the Service Provider.

1.6. In any case in which the Product is lost, the Customer shall immediately inform the Service Provider of such. Webbing will ship a new product to the customer freely the first time. If lost again, customer will be charged at the defined purchase price

1.7. The Customer is responsible for the existence and working condition of the hardware required for the use of the Product and receipt of the Service, and for installing and running the Product in accordance with these Terms of Use as specified herein.

1.8. The Customer will report to the Service Provider of any case in which there was a violation of any law or right, or unreasonable or undesirable use of the Product or Service, immediately upon becoming aware of it.

## **2. Liability and Technical Support**

2.1. The Service Provider shall provide the Customer with the Product in complete working condition which allows for the function of the Product Purpose, and shall attach installation and usage instruction (hereinafter: "Usage Instructions").

2.2. Notwithstanding the foregoing, the Service Provider shall not be held liable, and shall not be obligated to provide any remedy to the Customer if the defect, malfunction, or fault of the Product or Service arises from usage, assembling, storage, or incorrect or unreasonable operation of the Product or Service, or Service for purposes other than the Product Purpose, in a manner contrary to any law, any provision of these Terms, the Agreement or the Usage Instructions.

2.3. The Customer shall indemnify the Service Provider for any loss, damage, payment, claim or suit resulting from an action or omission on behalf of the Customer in regards to use of the Product or Service, which was done contrary to the provisions of these Terms of Use or Usage Instructions, for a purpose other than the Product Purpose or in violation of any law.

2.4. The Service Provider shall not bear any liability for any consequential damage occurring to the Customer as a result of the malfunction, defect, or fault in the Product or the receipt of Service.



2.5. The service provider will do its best to provide customers with Products and Services provided by leading high-quality foreign providers. However, the Service Provider has no control over, and shall not be liable for the type, quality, or availability of the Service. In addition, the Customer is aware that the geographical coverage as published by the Overseas Provider is not fixed or secure, and is subject to various elements that the Service Provider has no control over and shall not be held liable for. Similarly, the Customer is aware that there may be disturbances or interruptions in the provision of Service for various reasons, such as maintenance, technical network malfunctions, protection against additional users, termination of service by the Overseas Provider, and more, which are not dependent on the Service Provider and which the Service Provider shall not be held liable for.

### **3. Privacy Protection**

3.1. All Customer details and contact history shall remain confidential by the Service Provider and shall be used for internal purposes only.

3.2. Notwithstanding the foregoing, the Service Provider shall be permitted to transfer Customer details (or a user on his behalf), if required by the Overseas Provider or any authority, judicial or otherwise, with legal authority.

3.3. The Customer shall cooperate with the Service Provider, as necessary, in order to transmit the required information as above stated, including providing username details and/or any other required detail as above stated.

### **4. Offer to choose – European Plan**

4.1 The Webbing solution is ideal for yacht owners as the dynamic network allocation would allow them to optimize their connectivity options. If a network is not reachable, saturated or down, our sim will reconnect to the most cost-effective one available.

4.2 A complementary 100MB is offer to Digital Yacht clients from activation and will be available for one (1) month. If not used, the 100MB or the remaining allowance will be lost the following month.

4.3 Upgrade is possible from the pay as you go option to the unlimited plan at any time and will be effective the following month.

4.4 The Pay as you go option can be cancelled at any time. The unlimited offer is based on a 1-year commitment

4.5 After the 1-year term of The Unlimited offer, customer will be able to cancel the service with a 30 days' notice to Webbing. Customer will need to inform Digital Yacht by sending an email to:

**[sales@digitalyacht.co.uk](mailto:sales@digitalyacht.co.uk)**



Webbing

7 Motta Gur Street

Kiryat Aryeh, Petach Tikva

Israel

[sales@iamwebbing.com](mailto:sales@iamwebbing.com)



## Order form

### Plans

Please tick the box to choose your plan

Pay as go offer: €5.50/GB per month

Unlimited data plan: €27.50 per month\*

*\*Please note if the usage of a single sim overpasses 50GB a month for the Unlimited plan, Webbing reserves the right to reset the speed coverage to 256kbps.*

### Customer Billing Details

Please fill-in the following billing details:

Customer Name	
VAT number (if applicable)	
Billing Address	
City	
Postal Code	
State	
Country	
Internal reference number (for billing purposes)	
Phone Number	
Email (Invoices will be sent to this address)	



Credit Card Type	Mastercard / AMEX / VISA
Card Number	
Expiration	
CVV	
Owner Name	

New POs will be processed within 2 business days and shipping tracking number will be sent by Email to the shipping contact person. Customer:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email completed scanned copy of form to [sales@digityacht.co.uk](mailto:sales@digityacht.co.uk)