

# Terms of Service

The Rebtel services are provided by Rebtel Networks AB, a company incorporated under the laws of Sweden and with registered address Jakobsbergsgatan 16, 111 44 Stockholm, Sweden (“Rebtel”, “us”, “our” or “we”).

These terms of service comprise the terms and conditions set forth below and any additional terms and conditions provided on the Site (as defined below) including but not limited to [the applicable fees, rates and other commercial terms applicable to the services provided by us and](#) Rebtel’s privacy policy (the “Privacy Policy”) (together the “Terms of Service”) and govern the use of the Services (as defined below) provided to you by Rebtel, or otherwise the relationship between you and Rebtel in connection with the Services.

## Important notice:

- If you do not agree to the terms and conditions of the Terms of Service, we will not license the App or other parts of the Services to you and you must stop using the App, the Site and the Services now.
- If you are residing in a jurisdiction where it is prohibited by law to offer or use internet telephony or other parts of the Services which we provide, you may not use the Services in such jurisdiction.
- Note that any purchased Rebtel credit will expire after twelve (12) months of inactivity.
- NO EMERGENCY CALLS - The App and other parts of the Services are not intended to replace your ordinary or fixed line telephone services. As such, the App and other parts of the Services do not and are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any type of emergency services of any kind. Neither are they intended to support calls to operator or directory enquiry services. Rebtel is not liable in any manner for such calls. You must ensure that you, or anyone using your Device, have alternative arrangements for making any such calls.
- [IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. CUSTOMERS - PLEASE READ CAREFULLY: THE TERMS OF SERVICE CONTAIN A MANDATORY ARBITRATION PROVISION WITH A CLASS ACTION WAIVER AND A JURY TRIAL WAIVER. THE TERMS OF SERVICES REQUIRE ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION RATHER THAN IN COURT AND ON AN INDIVIDUAL BASIS. PLEASE REVIEW CAREFULLY SECTION 5.4 “APPLICABLE LAW AND DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION.](#)

# 1. ACCEPTANCE OF TERMS OF SERVICE

You agree to be bound by the Terms of Service if you: (i) click accept in the sign-up flow or otherwise agree to the Terms of Service; or (ii) access the website [www.rebtel.com](http://www.rebtel.com) ~~and/or~~ such other websites that are operated by Rebtel from time to time (the "Site"); or (iii) download or otherwise use a Rebtel application for your mobile device (an "App"); or (iv) purchase a Rebtel product or otherwise use the Services, as further described below or on the Site or in the App. If you do not agree to the Terms of Service, ~~you may do~~ not activate or use the Services. Once accepted the Terms of Service constitute a binding agreement between you and Rebtel. In addition, by downloading the App from App Store or Google Play you agree to the applicable terms of the license of Apple and Google which will bind you.

Rebtel may make changes to the Terms of Service from time to time. Rebtel will publish the ~~changes amended Terms of Service~~ at the Site. ~~The~~Unless otherwise is stated in particular herein when it comes to certain changes and with the exception for non-material changes (such changes to come into effect when published or otherwise as stated), the changes of the Terms of Service will be effective when published following thirty (30) days from the date when they were published (ref. is made to the Date last updated and published on the bottom of the document), unless the changes are accepted by You before that. We may notify you of material changes by e-mail, in-app notice, posting a notice on the Site, or other methods we deem practicable. We also may provide you with notice of non-material changes in our sole discretion. Please review the Terms of Service on a regular basis. You understand and agree that your ~~express acceptance continued use~~ of the ~~amended Terms of Service, Site, the App~~ or ~~if you continue to use~~ the Services after the date of publication, ~~shall constitute your agreement means you have agreed~~ to the updated Terms of Service. You agree that if you do not accept any amendment to the Terms of Service then you shall immediately stop accessing and/or using the Site, the App or any other part of the Services.

## 2. THE SERVICES

~~Rebtel works hard to offer you cheap international calling services.~~

~~The Rebtel App~~Rebtel is the owner and host of the Rebtel App, website and the associated technical platform through which Rebtel offers a portfolio of different high quality products to the app users, such as international calling, mobile airtime value top-up services and money remittance, creating an ambient, seamless and continuous customer experience, no matter if the services and products are provided by Rebtel itself or by an external partner to Rebtel (each a "Partner"). The aforesaid is henceforth defined as the "Rebtel Customer Platform".

Rebtel will allow you to make outbound international calls to conventional telephone numbers around the world (as long as your contact is in an area or

jurisdiction which ~~we~~ at the time supports of the call is supported by Rebtel). The calling services enable you to place outbound, internet-based voice calls to the public switched telephone network terminating on both fixed and mobile telephony networks. Rebtel also offers services that allow you to make outbound international calls via the Rebtel service from a landline or other telephone. Rebtel also offers Rebel Calling and Group Calling between and among the community of Rebtel App users, discussed in Section 2.15 below. In providing services, Rebtel is using a combination of internet routing and virtual local landline numbers. We can offer termination in several countries around the world, but we can't guarantee that we support termination in all countries or to all phone numbers or that we always will support termination to any particular country or phone number. We make no representation that our Services are available for use in any particular location. The Rebtel service is not intended to be used for calls within one country.

In addition to the services described above, as a registered Rebtel customer you may also use our mobile top up service through which we provide you with the possibility to transfer pre-paid airtime value (for communication or data transmission capacity) to a phone subscription account registered to an end user with certain mobile network operators in certain countries (as further described below and on the Site) (hereinafter the "Mobile Top Up Services").

Additionally, as a registered Rebtel customer you may also use our prepaid plan service, which allows you to purchase a prepaid airtime plan for communication and/or data transmission capacity to a phone subscription account registered to an end user with certain mobile network operators in certain countries (as further described below and on the Site) (hereinafter the "Prepaid Plan Services").

These communication services, as well as the Rebtel Customer Platform and all other services, products, features, functionalities and/or interactions as set forth in this document or presented on the Site or otherwise provided or made available to you by Rebtel from time-to-time, as well as the App and the Site shall collectively be referred to in these Terms of Service as the "Services". The term Services shall also include/refer to any and all software and all types of codes (source code, binary code etc.), and any versions thereof, made available to you or otherwise used by Rebtel or you in relation to the use of the App or the Site or otherwise provided in relation to the provision of the Services (the "Software").

You should be aware that some of the products and services made available to you in the App or otherwise on the Rebtel Customer Platform are not provided by us but are instead offered and provided by our Partners (the "Partner Services"). The Partners have their own agreements (the "Partner Agreements") that will apply to you when you use the Partner Services. The Partner Agreements constitute a separate agreement between you and our Partners and shall govern your use of the Partner Services and your relationship with our Partners. You should review any Partner Agreements and any privacy policies before using any Partner Services. Any terms in any Partner Agreement do not modify any provisions of these Terms of Services. You are responsible for your dealings with Partners. Rebtel is not responsible or liable to you or others for information or services provided by any Partner or

third-party. We reserve the right to require any level of or additional identity verification to access any of the Partner Services, in our sole discretion.

## 2.1 Intellectual property rights, licenses etc.

~~In consideration of you agreeing to abide by~~Subject to the terms and condition of the Terms of Service, we grant you a limited, non-transferable, non-sublicensable, non-exclusive, revocable license to use and access the App, the Site and other parts of the Services provided or made available to you by Rebtel. You may download one copy of the App onto a Device which you control and to view, use and display the App on the Devices for your personal, noncommercial purposes only. We reserve all other rights.

~~Not~~Without limiting the ~~aforsaidforegoing~~, in relation to the App, we license the use of the App to you on the basis of ~~the~~these Terms of Service and subject to any rules or policies applied by Apple Inc. and/or Google Inc., or any other entity within the Apple or Google group ("Apple" and "Google"). We do not sell the App to you. We remain the owners of the App at all times.

You may not copy, (except as expressly stated herein), modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the Software, the App, the Site or, to the extent applicable, any other part of the Services (or permit or assist any third party in such activities). You must not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Software. You shall not access the Software, the App, the Site or the Services in order to build a similar or competitive website, product, or service.

The Software may contain open source software. Any use, reproduction and distribution of components of the Software licensed under an open source software license is governed by the terms of such open source software license, however to the extent permissible thereunder and otherwise if applicable, the Terms of Service shall apply with priority over such open source software license.

You acknowledge that you have no right to have access to the App or other parts of the Services (where applicable) in source-code form.

All ownership and intellectual property rights in or to the Software, the App, the Site or, to the extent applicable, other parts of the Services and any copies and derivative works thereof (regardless of form or media in or on which the original or other copies may exist), including but not limited to patents, design rights, copyrights, trademarks, trade-secrets and proprietary know-how, shall be owned by and vested in Rebtel, or Rebtel's licensors, and nothing in these Terms of Service shall constitute or be interpreted as a transfer of any such rights from Rebtel to you or anyone else. You are, as stated above, solely entitled to the limited license to the Services specifically granted under these Terms of Service. For clarification, nothing in these Terms of Service gives you a right to use any of Rebtel's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features, except as may be contained in or otherwise used within the Services provided to you.

~~The Rebtel may terminate the licenses granted to you as described in this section at any time in its sole discretion. Further, the license will terminate automatically in the event of any termination of the Terms of Service. Furthermore, Services.~~

Rebtel has the right to, in its sole discretion, at any time remove any materials posted to the Site or the App.

Rebtel has a license to U.S. Patent No. 7,346,156.

## 2.2 Use of the Services

You agree to use the Services ~~only in such way that is permitted by in compliance with~~ the Terms of Service and ~~to act in compliance with any~~ and all applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including without limitation any applicable export laws and regulations).

It is your responsibility to ensure that you are legally allowed to use the Services where you are located. If any laws applicable to you restrict or prohibit you from using the Services, you must comply with those legal restrictions or, if applicable, stop accessing and/or using the Services.

You acknowledge and understand that the voice communication service provided by Rebtel is not a traditional telephone service or a replacement for your primary telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between the traditional telephone service and the voice communication services provided by Rebtel.

You acknowledge that the products, features or functions or other parts of the Services may change over time. Rebtel may without prior notice to you change the form and nature of the Services. This could mean, among other things, that future versions of the Software or the App may be incompatible with applications developed on or with previous versions. Furthermore, Rebtel may, in Rebtel's sole discretion and without prior notice to you, stop (permanently or temporarily) providing the Services to you or to users generally. Rebtel may make updates of the Software, the App or other parts of the Services at any time, but shall have no obligation what so ever to provide any such updates to you. It is your responsibility to use the latest available version of the Software, App or other parts of the Services (where applicable).

The Services are for your individual use. You shall not resell or commercialize the Services to any third party.

You agree that you are solely responsible (and that Rebtel has no responsibility to you or any other third party) for any data, content, or resources that you transmit by using the Services, and for the consequences of such actions (including any loss or damage which Rebtel or any third party may suffer).

## 2.3 Jurisdictional restrictions

If you are residing in a jurisdiction where it is prohibited by law to offer or use internet telephony or other parts of the Services, you may not use the Services in such jurisdiction. It is your responsibility to ensure that you are legally allowed to use the Services where you are located.

## 2.4 Third party services

You acknowledge that the use of the Services is dependent upon services of third parties, including but not limited to international carriers, local termination partners and your local telecom and mobile operator ~~(“each a “Provider”)~~.

You acknowledge and agree that the Services provided by us are not a traditional mobile or fixed line telephone service or a replacement for your primary telephone service. Note that some Providers prohibit or restrict the use of Voice over Internet Protocol (“VoIP”) functionality or other features of the Services, and may also impose additional fees in connection with the use of the Services. You are solely responsible for verifying with your mobile operator (or any other Provider that you are using in relation to the use of the Services) that the use of the Services is permitted in accordance with any contractual obligations you may have with that Provider, and also to check and pay for such imposed additional fees. Note that, as soon as your call is connected to a phone number provided by Rebtel, the call may be charged by your Provider, regardless of whether you are connected to the receiver of the call or not (i.e. even if the line is busy).

In relation to our Mobile Top Up Services and Prepaid Plan Services, please note that once the Mobile Top Up or Prepaid Plan transaction is completed, Rebtel has no control over the pre-paid airtime value or plan and that the terms and conditions of the ~~recipients~~recipient’s local mobile network operator will apply in respect of the ~~end-user’s~~recipient’s consumption of such pre-paid airtime value or use of such prepaid plan. Rebtel will not be responsible for the acts or failures of a local mobile network operator in relation to the Mobile Top Up Services and Prepaid Plan Services.

## 2.5 Your Account

In order to use the Services, you are required to register as a user with Rebtel. Subject to such registration you will receive access to your Rebtel account (the “Account”). You agree to provide true, accurate, up-to-date, and complete information when registering for the Services and when making any subsequent amendments to the information in your Account, regardless of whether any fields are mandatory. We have the right to change your password/PIN and account name at any time in our sole discretion and without notice.

We recommend that you choose a password/PIN to your Account that is hard to guess and keep it secure. It is your responsibility to ensure that you do not respond to any unsolicited requests for credit card or payment method details, password/PIN or other data. Not limiting the aforesaid, Rebtel may in certain geographical locations offer you, if you have a US phone number (prefix+1), to have an authorized Rebtel agent [registering/register](#) the Account on your behalf.

You are ~~fully~~-responsible ~~towards Rebtel~~ for all (including any fraudulent) use of the Services which is or can be connected to your Account. [You agree not to transfer your Account credentials to another user or entity.](#)

## 2.6 Unauthorized use, stolen device

You are solely responsible for all activities that occur in or otherwise are associated with your Account, regardless of whether the activities are undertaken by You or a third party and whether or not authorized. Rebtel is not responsible for any unauthorized access to the Account. You are required to contact Rebtel immediately to suspend the Services and block your Account if you suspect that your mobile phone or other device you are using the Services on ("Device") is stolen or otherwise that an unauthorized third party may be using the Account or if your password/PIN or any other account information is lost or stolen. You are responsible for all charges to your Account until the Services are suspended and the Account is blocked. You may terminate the Account and cancel the Services at any time in accordance with Section 4 "Termination and suspension". Rebtel takes no responsibility for your failure to comply with the obligations in this Section 2.6 "Unauthorized use, stolen device".

## 2.7 Prohibited use and restrictions

You agree to use the Services only in such way that is permitted by the Terms of Service and to act in compliance with any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. If any laws applicable to you restrict or prohibit you from using the Services, you must comply with those legal restrictions or, if applicable, stop accessing and/or using the Services. The list below provides examples of prohibited conduct and shall not be considered exhaustive - You may not and you agree not to:

- use the Services for any unlawful purpose, or in any manner inconsistent with the Terms of Service, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Services or any operating system;
- infringe Rebtel's intellectual property rights or those of any third party in relation to your use of the Services (to the extent that such use is not licensed by these Terms of Service);

- transmit any communications that is defamatory, offensive or otherwise objectionable in relation to your use of Services;
- use the Services for transmitting unsolicited communications (sometimes referred to as "spam"), or any communication not permitted by applicable law or use the Service for the purposes of phishing or pharming or impersonating or misrepresenting affiliation with another person or entity;
- use the Services in a way that could damage, disable, overburden, impair or compromise Rebtel's or any third party's systems or security or interfere with other users;
- collect or harvest any information or data from the Services or our systems or attempt to decipher any transmissions to or from the servers running the Services;
- submit or post to the Site, or otherwise expose any third party to or use any material or content which infringes any third party's intellectual property rights or violates the rights of any third party;
- submit or post to the Site, or otherwise expose any third party to any material or content which is illegal, offensive, indecent, harmful to minors, defamatory, racist, pornographic or otherwise, in Rebtel's sole discretion, is objectionable;
- intercept or monitor, damage or modify any communication which is not intended for you;
- sell, assign, rent, lease, distribute, market, disclose, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Services (or any part thereof);
- use the Services (or any part thereof) within or to provide commercial products or services to third parties (the foregoing shall not preclude you using the Services for your own business communications); and/or
- use the Account, Site, App, Software, or parts of the Services in any fraudulent way.

In relation to the Rebtel's unlimited deals the following should be noted in particular. These deals offer unlimited outbound international calling services as set forth herein and on the Site (note that third party fees may apply, see Section 2.4 "Third party services"). You acknowledge and agree that Rebtel's unlimited deals are intended only for normal, single-person and non-commercial use to regular landline and mobile numbers in applicable subscription countries (by way of example special, premium, service and non-geographic numbers are excluded).

Not limiting the generality of the aforesaid, the following practices are always considered unauthorized use: re-selling subscription minutes; sharing subscriptions between users; using subscriptions for telemarketing or call-center operations; calling numbers (whether singly, sequentially or automatically) to generate income for yourself.

Unusual calling patterns inconsistent with normal, individual subscription use may also be considered unauthorized use. Rebtel reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination. Excessive conferencing or call forwarding, excessive numbers of regular calls of short duration, calls to multiple numbers in a short period of time, auto-dialing or fax/voice blasts, use without live dialogue and/or consistent excessive usage will be considered indicators of such unauthorized or excessive use.

Rebtel may, at its option, immediately suspend the Services in relation to you and/or terminate the Terms of Service with you if Rebtel determines you are using your unlimited deal in breach of the Terms of Service.

## 2.8 Submission of information to Rebtel

You agree that any comments, suggestions, feedback, documents, content or other material or information provided, shared, published by you ("Feedback") in connection with the use of the Services or otherwise in your contacts with Rebtel (including but not limited to, the use of blogs, forums and support websites) are provided on a non-proprietary, non-exclusive and non-confidential basis. You grant Rebtel a royalty-free, world-wide, transferable, sub-licensable, perpetual and irrevocable license to use ~~any such material or information.~~ make, have made, create derivative works, share and commercialize your Feedback in any way and for any purpose. You acknowledge that you are responsible for whatever material or information is provided by you, including its legality, reliability, appropriateness, originality and copyright.

## 2.9 Disclosure of information

Rebtel reserves the right at all times to disclose any data or information (in any form) as Rebtel deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove or restrict any information or materials, in whole or in part, in Rebtel's sole discretion.

## 2.10 No warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK ~~and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.~~ TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, ~~and~~ TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM AND EXCLUDE ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES ~~or~~ THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US SHALL CREATE A WARRANTY. SHOULD THE SERVICES CAUSE ANY DEFECTS, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. ADDITIONALLY, YOU ALSO UNDERSTAND THAT REBTEL CANNOT GUARANTEE THAT INFORMATION OR COMMUNICATIONS TRANSMITTED IN RELATION TO THE USE OF SERVICES WILL NOT BE SUBJECT TO INTERCEPTION BY LAW ENFORCEMENT OFFICIALS OR OTHER THIRD PARTIES. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR.

## 2.11 Suspension and interruption of the Services

Rebtel has the right, without any liability, to refuse to provide, restrict, limit, change, remove, disable, suspend and/or interfere or interrupt the Services or any part thereof, at any time and without any prior notice to you, for the repair, improvement, and/or upgrade of the Services, or for any of the reasons for termination set forth in the Terms of Service, or any corporate or business reason.

## 2.12 Content of communication

The content of the communications made using the Services are entirely determined by the person from whom such content originates. You may therefore be exposed to content that is offensive, harmful, indecent or otherwise objectionable. Rebtel will not be liable for any type of communication spread by means of the Services.

## 2.13 No emergency calls

The Services do not and are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any type of emergency services of any kind and Rebtel is not liable in any manner for such calls. In the event that, with your permission, another user uses your Account, you are responsible to inform that user that the Services do not

support or carry emergency calls. You must ensure that you, or anyone using your Account/Device, have alternative arrangements for making any such calls.

## 2.14 Phone numbers provided by Rebtel

Rebtel may, as part of the technical setup of the Services, pair you with one or more phone numbers. These phone numbers are shared by multiple Rebtel users. You expressly acknowledge and agree that this pairing of phone numbers with you shall not constitute a transfer of property or sale of numbering rights by Rebtel to you. As a result, you will not be entitled to claim any such rights to these phone numbers. This means, without limitation, that you may not port-out any such phone number to any third party or otherwise away from Rebtel.

The phone numbers provided by Rebtel do not and are not intended to support messaging via SMS, MMS nor FAX except as expressly stated on the Site.

## 2.15 Rebel Calling and Group Calling

The feature Rebel Calling offers cheap international calling services among App users as set forth in ~~this document~~ [these Terms of Service](#), on the Site and in the App. As a Rebtel App user subscribing to Rebel Calling you will be able to both initiate and receive a Rebel Call. All users having the App will be able to receive a Rebel Call.

Because, as noted above, Rebtel may use a combination of internet routing and virtual local numbers in providing its services via the App, you explicitly acknowledge and agree ~~to~~ that third party fees may apply to you both when “initiating” a Rebel Call and when “accepting an incoming” Rebel Call. For details see Section 2.4 “Third party services” and Section 3.4 “Out-of-country usage”.

The feature Group Calling offers the possibility for App users subscribing for this feature to have a group call among each other, as set forth in ~~this document~~ [these Terms of Service](#), on the Site and in the App. A Group Call works as a Rebel Call (see description above, the same terms and conditions apply), but in this case several Rebtel App users may be invited to participate on the call. Rebtel reserves the right to limit the numbers of participants in one Group Call. You explicitly acknowledge and agree ~~to~~ that third party fees may apply to you both when “initiating” a Group Call and when “accepting an invitation” to participate in a Group Call, for details see Section 2.4 “Third party services” and Section 3.4 “Out-of-country usage”.

## 2.16 Mobile Top Up Services

Rebtel provides you with the possibility to transfer pre-paid airtime value (for communication or data transmission capacity) to a phone subscription account registered to an end user with certain mobile networks operators in certain

countries on the terms and conditions set forth on the Site or otherwise in these Terms of Service.

By accessing the Site or App, you will be able to purchase Mobile Top Up, in such denominations and amounts as are displayed in the user interface at the time of purchase, for transfer to the receiving end users. Please note that there may be maximum thresholds for the aggregate value that you may transfer at any given point in time. All values available for Mobile Top Up are stated VAT inclusive (if applicable) and inclusive of Rebtel's service charges.

The value that you purchase for a Mobile Top Up will be debited to the payment card or other offered payment method that you have registered with your Rebtel Account or otherwise provide to us. You are responsible for all transactions performed by use of your Rebtel Account. By completing the Mobile Top Up as set forth on the Site, you authorize us to transfer the value as ordered by you, to the mobile telephone number (the "MSISDN") that you have identified. Rebtel will upon receipt of your order for Mobile Top Up make a reservation corresponding to the cost of the value and the transfer service to your specified payment method, and will upon successful completion of the Mobile Top Up, debit such cost to your specified payment method. Funds received by Rebtel for Mobile Top Up do not constitute funds held on account for the user. Rebtel will commingle the funds with its own funds.

Once the Mobile Top Up has been successfully completed, which will be notified to you, the value transferred cannot be refunded or removed from the receiving MSISDN. Please note that Rebtel does not assume any liability should you send Mobile Top Up to the wrong MSISDN.

We will notify you if a Mobile Top Up transaction cannot be successfully completed. A transaction can either (i) fail, meaning that the reservation of the charges to your credit card or other specified payment method will be released, or (ii) be pending, meaning that the transaction is in progress (which may continue up to 24 hours) during which time the charge will remain reserved against your credit card or other specified payment method, but not yet been debited (and no Mobile Top Up value will reach or be available for use by the receiver MSISDN).

Should it come to your knowledge that a Mobile Top Up initiated by you, the cost for which has been charged to your specified payment method, has not reached the MSISDN identified by you, you shall notify Rebtel within reasonable time and provide us with underlying documentation evidencing the cost which was debited to you, and identifying the MSISDN for which you have ordered the Mobile Top Up. We reserve the right to charge you any costs which we may have for crediting value to your specified payment method, if Mobile Top Up has not been successfully completed and such failure has been caused by you.

## 2.17 Prepaid Plan Services

Rebtel provides you with the possibility to transfer a prepaid airtime plan for communication or data transmission capacity to a phone subscription account

registered to an end user with certain mobile networks operators in certain countries on the terms and conditions set forth on the Site or otherwise in these Terms of Service.

By accessing the Site or App, you will be able to purchase Prepaid Plans, in such denominations, amounts, capacity and length of time as are displayed in the user interface at the time of purchase, for transfer to the receiving end users. Please note that there may be maximum thresholds for the aggregate value or number of prepaid plans that you may transfer at any given point in time. All values available for Prepaid Plans are stated VAT inclusive (if applicable) and inclusive of Rebtel's service charges.

The Prepaid Plan that you purchase will be debited to the payment card or other offered payment method that you have registered with your Rebtel Account or otherwise provide to us. You are responsible for all transactions performed by use of your Rebtel Account. By completing the Prepaid Plan transaction as set forth on the Site, you authorize us to transfer the Prepaid Plan as ordered by you, to the mobile telephone number (the "MSISDN") that you have identified. Rebtel will upon receipt of your order for a Prepaid Plan make a reservation corresponding to the cost of the value and the transfer service to your specified payment method, and will upon successful completion of the Prepaid Plan transaction, debit such cost from such payment method. Funds received by Rebtel for Prepaid Plans do not constitute funds held on account for the user. Rebtel will commingle the funds with its own funds.

Once the Prepaid Plan transaction has been successfully completed, which will be notified to you, the value transferred cannot be refunded or removed from the receiving MSISDN. Please note that Rebtel does not assume any liability should you send a Prepaid Plan to the wrong MSISDN.

We will notify you if a Prepaid Plan transaction cannot be successfully completed. A transaction can either (i) fail, meaning that the reservation of the charges to your specified payment method will be released, or (ii) be pending, meaning that the transaction is in progress (which may continue up to 24 hours) during which time the charge will remain reserved against your specified payment method, but not yet been debited (and no Prepaid Plan will reach [or be available for use by](#) the receiver MSISDN).

Should it come to your knowledge that a Prepaid Plan transaction initiated by you, the cost for which has been charged to you, has not reached the MSISDN identified by you, you must notify Rebtel within a reasonable time and provide us with underlying documentation evidencing the cost which was debited to you, and identifying the MSISDN to which you ordered the Prepaid Plan. We reserve the right to charge you any costs which we may have for crediting value to your specified payment method, if the Prepaid Plan transaction has not been successfully completed and such failure has been caused by you.

## 3. PAYMENT, RATES AND ACCOUNTS

### 3.1 Payment

For your convenience, you may register a payment card to your Rebtel Account in order to purchase the Services.

In order to purchase credits for the Servicescalling service (including airtime value for Mobile Top Up Services or Prepaid Plan Services) and to charge your Account you shall pay Rebtel the rates (offers, deals, plans or similar) as stated on the Site or in the App, by use of such payment setups and methods made available to you by Rebtel from time to time. Payments are either made manually by you or through the automatic recharge function (which may be activated or deactivated by you).

When the automatic recharge function is activated your Account balance will be recharged automatically with a certain pre-selected amount (or an offer, deal, plan or similar purchase of product will be renewed) if the Account balance falls below a certain level or at certain pre-selected periodic intervals (as applicable). The payment method you have registered with your Account will be charged. The automatic recharge function is enabled as a default mode, you can disable this feature at any time by accessing your Account.

Subscriptions are automatically renewed unless discontinued by you prior to the occurrence of the new subscription period.

Rebtel has the right to charge you a service fee for your use of the Mobile Top Up Service and the Prepaid Plan Service. Such service fee will not be communicated to you as a separate item, but will be included in the amount that will be debited to the specified payment method as set forth in these Terms of Service.

All payments are processed via a third party payment processor ("Payment Processor"). You agree to provide complete and accurate payment information and further agree that the processing of payment transactions is subject to the terms, conditions and policies, including privacy policies, of the Payment Processor and your credit or debit card issuer or other payment service provider.

For the avoidance of doubt, payments in relation to Partner Services will be made directly to the Partners (the Partners shall also be responsible to process the payments).

## 3.2 Rates and VAT

The rates for the Services are published on the Site. Rebtel reserves the right to change the rates (offers, deals, subscriptions, plans or similar) at any time without notice. The new rates will apply to your next phone call, the next subscription renewal period or otherwise the next time you use the Services after the publication of the new rates (as applicable). If you do not wish to accept such adjustment of rates, do not use the Services or cancel the applicable subscription. No refunds are available. You agree that by continuing to use the Services, following the adjustments of the rates, you accept such adjustments.

Unless stated otherwise, all rates and charges for the Services shall be stated in US dollars (USD), Pound Sterling (GBP) or Euro (EUR) and shall be exclusive of value added taxes (VAT) or any other applicable taxes or fees. You shall be responsible for paying any and all VAT or any other taxes or fees applicable to the Services.

### 3.3 Minute rounding

The measurement of call duration is based on one-minute increments, meaning that the duration of a call is rounded up to the next minute. For example, if you call for 7 minutes and 10 seconds we will round up the call length to 8 minutes.

### 3.4 Out-of-country usage

If you connect to/use the Services through a phone number provided by Rebtel while you are in a country that is not the country associated with your base/fixed network or mobile phone operator or other Provider (in other words: out-of-country usage) this usage may lead to significantly higher costs in relation to your Providers than normal usage. You are solely responsible for keeping yourself informed and paying for such possible roaming and other applicable charges levied by your mobile operator or other Provider.

### 3.5 Refund

If you believe that Rebtel has charged you in error, you may request for a refund by submitting a written request in English to Rebtel's Customer Support at [support@rebtel.com](mailto:support@rebtel.com). Refund requests carried out through other means shall not be eligible for the refund. For the avoidance of doubt, no refunds shall be given for services paid or credit acquired through vouchers, gift tokens or similar. Rebtel reserves the right to deny repetitive refund requests. Any abuse by you of the terms relating to refunds hereunder shall lead to the termination of ~~this Agreement. Any payments older than 90 days are the Services. All refund requests must be made within 90 days of a charge by Rebtel or payment to Rebtel. After 90 days, all charges and payments are final and~~ non-refundable.

### 3.6 Account and receipt

When you log in to your Account you will find certain information relating to your use of the Services, such as payments made, calling history (during a limited period), your current balance, etc. In addition, Rebtel may also provide you with a receipt (by e-mail) upon payments for the Services ("Account Records"). Please note that the Account Records are the only statement of the Account, or the activities relating to the Account, that Rebtel will provide to you. It is your responsibility to print and/or save copies of your Account Records, and to retain copies for your own records.

Rebtel will use commercially reasonable efforts to correct any technical failures relating to the Account Records within a reasonable time. However, your inability to view the Account Records does not extend, or relieve you of, your obligation to pay any amounts owed to Rebtel.

*NOTICE TO AUSTRALIAN CUSTOMERS:* All customers residing in Australia are entitled to appoint an Authorised Representative to assist in discussing or making changes to their Rebtel account. Please contact Rebtel customer service for more information about appointing an Authorised Representative.

### 3.7 Expiration of credits

A credit balance on the Account will expire 12 months after the last activity of the Services, meaning that any credit balances that are not used within the aforesaid 12 months period will be lost.

## 4. TERMINATION AND SUSPENSION

The Terms of Service are effective until terminated by you or Rebtel.

You may terminate the Terms of Service (cancel the Account, the Services etc.) at any time, through your settings in the Account or by sending Rebtel a termination notice to [support@rebtel.com](mailto:support@rebtel.com) (the Account will be cancelled within five (5) days of receipt of such notice).

Without limiting any other remedies, Rebtel may at any time modify, limit, suspend, discontinue or terminate your use of all or any part of the Services and/or the Terms of Service, with immediate effect, automatically, with or without notice and without recourse to the courts or other tribunals, for any reason or for no reason, including without limitation, if Rebtel reasonably suspects that you are:

- in breach of any of the terms and conditions of the Terms of Service [and/or the Partner Agreements.](#)
- using the Services to break the law or infringe third party rights
- trying to unfairly exploit or misuse any of our policies
- using the Services fraudulently or that your Account is being used by a third party fraudulently
- creating problems or legal liabilities (actual or potential)
- delinquent with respect to any charges due for the Services
- engaging in fraudulent, immoral or illegal activities
- subject to any proceeding under bankruptcy, insolvency, liquidation or similar laws
- engaging in fraudulent calling patterns, excessive usage, billing irregularities, or misuse of service promotions or campaigns

Additionally, Rebtel may also immediately modify, suspend, or terminate all or part of the Services without liability to you in the following circumstances:

- there is a sale of the assets of Rebtel or a group company or corporate restructuring
- if required due to a change in laws/regulations by a regulator or authority with a lawful mandate in any particular territory
- or if required by any of Rebtel's service providers

You acknowledge and agree that Rebtel is under no obligation to provide the Services, and that Rebtel shall not be liable to you or to any other party for any limitation, suspension, discontinuance, termination or modification of the of the Services and/or the Terms of Service. Rebtel reserves the right in its sole discretion to cancel the Account if it has been inactive for more than one (1) year.

On termination for any reason: all rights granted to you under the Terms of Services shall cease; you must immediately cease all activities authorized by the Terms of Services, including your use of any Services; you must immediately delete or remove the App, the Software and other parts of the Services (where applicable) from all Devices, and immediately destroy all copies of the same then in your possession, custody or control. Rebtel ~~shall execute the termination by preventing~~ may, in its sole discretion, prevent you ~~to access~~ from accessing the Account or other parts of the Services, ~~where applicable-~~ in connection with termination of your Account. Rebtel has no obligation to store or backup your data, content, or Account history. Rebtel recommends that you backup your data and content as you determine appropriate.

## 5. MISCELLANEOUS

### 5.1 Assignment

Rebtel may assign all or part of the rights and/or obligations under the Terms of Service without notice to you. You may not assign any rights or obligations under the Terms of Service to any third party without the prior written consent of Rebtel.

### 5.2 Limitation of Liability

IN NO EVENT SHALL REBTEL AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICES, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF MONEY, DATA, GOODWILL, REPUTATION, BUSINESS INFORMATION OR BUSINESS PROFITS, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS, THAT RESULT

FROM THE USE OF OR INABILITY TO USE THE SERVICES OR OTHERWISE ARISE UNDER THE TERMS OF SERVICE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE GENERALITY OF THIS SECTION TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT REBTEL'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES AND LOSSES THAT ARISE IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES, OR OTHERWISE ARISE UNDER THE TERMS OF SERVICE, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, TO US FOR THE SERVICES (INCLUDING WITHOUT LIMITATION THE MOBILE TOP UP SERVICES) IN THE FIVE (5) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE RELEVANT CLAIM, SUBJECT TO A MAXIMUM OF FIVE THOUSAND (5 000) EUROS IN ALL CASES- (OR ONE HUNDRED (100) EUROS IF THE SERVICES WERE PROVIDED TO YOU FOR FREE).

These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms of Service, the Services, the Site, the App, or the software related to the Services.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### 5.3 Indemnity

You agree to indemnify, defend and hold harmless Rebtel and its subsidiaries, affiliates, officers, directors, employees, and agents and any other service provider who furnishes services to you in connection with the Services, from any third party claim or demand or governmental investigation or enforcement action (including without limitation reasonable costs, expenses, and attorneys' fees) made by any third party due to or arising out of your use of the Services (including without limitation your posting and submitting of any material), your breach of the Terms of Service, your violation of applicable laws or regulations, or your violation of any rights of another person or entity. Rebtel reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You agree to co-operate as fully as reasonably required in the defense of any claim.

### 5.4 Applicable law and competent courtdispute resolution

The**For customers residing in the USA**

These Terms of Service, and all claims or cause of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to these Terms of Service, the Services, the Site or the App shall be governed by, and

construed and enforced in accordance with the internal laws of Sweden, the State of New York, including its statute of limitations, without regard to any conflicts of law provisions that provide for the application of the law of another jurisdiction. Moreover, unless prohibited by law, you must commence any legal action, by filing a demand for arbitration, within two years of the date of the event or facts giving effect to the conflict or dispute or you waive the right to pursue that claim.

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Rebtel should be sent to: Rebtel Networks AB, Jakobsbergsgatan 16, 111 44 Stockholm, Sweden. After the Notice is received, you and Rebtel may attempt to resolve the claim or dispute informally. If you and Rebtel do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Any and all claims, disputes, or controversies (“Claim”) between you and us, including our (if any) subsidiaries, agents, employees, predecessors in interest, successors, affiliates or assignees as well as authorized or unauthorized users or beneficiaries of Services, arising out of or relating in any way to the Terms of Service, your use of the Services or otherwise, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding confidential individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) in your state of residence at a location that is reasonably convenient for both parties.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.

We will pay the initial filing fee to commence the arbitration.

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of each party, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and these Terms of Service. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties. Judgment on the arbitration award may be entered in any court having jurisdiction.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

This arbitration provision shall survive: (i) the termination of these Terms of Service; or (ii) the bankruptcy of any party. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing signed by both parties.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT USE THE SERVICES OR ANY PARTNER SERVICES, NOTIFY US IMMEDIATELY FOR TERMINATION OF THE TERMS OF SERVICE AND PARTNER AGREEMENTS.

### **For customers not residing in the USA**

These Terms of Service shall be governed by the laws or provisions of Sweden or your actual state or country of residence. Any dispute, without regard to any conflicts of law provisions that provide for the application of the law of another jurisdiction.

Any claim, dispute, or controversy ("Claim") between you and us, including our (if any) successors, affiliates or claim assignees as well as any other third party, arising out of or relating in relation any way to the Terms of Service, your relationship with Rebtel, use of the Services or otherwise (including any non-contractual obligations, will), no matter how described, pleaded or styled, shall be exclusively subject to the jurisdiction of and be settled by a Swedish court of general jurisdiction, where the Stockholm District Court (Sw. *Stockholms tingsrätt*) shall be the court of first instance. Notwithstanding the foregoing, Rebtel shall be ~~entitled~~**entitled** to bring actions for injunctive relief in any court of competent jurisdiction.

IF YOU DO NOT AGREE TO THESE TERMS OF DISPUTE RESOLUTION, DO NOT USE THE SERVICES OR ANY PARTNER SERVICES, NOTIFY US IMMEDIATELY FOR TERMINATION OF THE TERMS OF SERVICE AND PARTNER AGREEMENTS.

## 5.5 Entire Agreement

The Terms of Service represent the entire agreement between you and Rebtel relating to the use of the Sites, [the App](#), Accounts and any other part of the Services, and supersedes all prior offers, understandings, agreements and representations with respect to the Service or any other subject matter covered by the Terms of Service. For clarification, the Terms of Service supersede all promises made to you by our client services agents, representatives or employees. The Terms of Service may not be modified or amended except as described herein by Rebtel or otherwise with the written agreement of Rebtel.

If a court finds any provision of the Terms of Service to be invalid or unenforceable for any reason, the remainder of the Terms of Service shall continue in full force and effect.

## 5.6 Headings

Headings used in the Terms of Service are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof.

## 5.7 Translations of the Terms of Service

For your convenience, Rebtel may provide you with a translation of the English language version of the Terms of Service (available at [www.rebtel.com](http://www.rebtel.com)). In the event of any inconsistency between a non-English version of Terms of Service and the English version, the English version shall govern your relationship with Rebtel.

If we fail to insist that you perform any of your obligations under the Terms of Service, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

## 5.8 Ability to Contract

You hereby affirm that you are fully able and competent to enter into the Terms and Conditions, and to abide by and comply with the Terms and Conditions.

## 5.9 Force Majeure

You acknowledge and agree that if Rebtel is unable to provide the Services as a result of a force majeure event, Rebtel will not be in breach of any of its obligations towards you under the Terms of Service or otherwise. A force majeure event means any event beyond the control of Rebtel.

## 5.10 Communication between us

If you wish to contact Rebtel, or if any condition in the Terms of Service requires you to give us notice in writing, you can send this to us by e-mail to [support@rebtel.com](mailto:support@rebtel.com).

Rebtel may, when sending any notices to you, use your email address stated in the Account or any mail address or other address, provided by you in connection with your use of the Account, the Sites or other parts of the Services, or otherwise presented to us in your contacts with Rebtel.

You agree to the use of electronic communication in order to enter into contracts, place orders, and create other records and to the delivery of notices, policies and changes thereto and records of transactions with Rebtel.

*Date last ~~modified: August 2021~~updated and published: [•] 2022*