

# piko Mobile

## Terms and Conditions for online sales

Please read these terms and conditions carefully. They contain important information about your rights and obligations. You can print out these terms and conditions by clicking on the print icon on your browser.

### 1. Introduction

1.1 Please read these terms and conditions carefully before using the website operated by PIKO TELECOM ('piko Mobile', 'our', 'we' or 'us') (Company Number: 70531429). In particular you must read clause 10 before using the Airtime Services or a Local SIM Card.

1.2 In particular, we draw your attention to clause 20 (Liability). By clicking on the 'I Accept' button at the point of checkout you agree to be legally bound by these terms and conditions.

1.3 If you do not wish to be bound by these terms and conditions then you may not purchase Products from the Website.

1.4 The Products offered for sale on the Website are an invitation to treat only. A contract for the supply of Products is only formed when your order is accepted in accordance with clause 6.4.

### 2. Definitions

2.1 In these terms and conditions the following words and phrases shall have the following meanings:-

'Airtime Credit' means the mobile telephone airtime credit included with a SIM card purchased from the Website

'Airtime Services' means Airtime Credit and/or Airtime Top Up

'Airtime Top-up' means the mobile telephone airtime credit purchased by you which is not included with a SIM card

"SIM Card" means the SIM card purchased from the Website

"Goods" means the SIM cards for mobile telephones and other telephony equipment offered for sale on the Website

"Money Back Guarantee" means your right to return the Global SIM Card and be refunded the purchase price of the Global SIM Card in accordance with the terms set out in clause 9

"Order Confirmation" means the email confirmation of our acceptance of your order for the Products

"Products" means the Goods and the Airtime Services

"Region" means Kosovo, Albania and Macedonia.

"Website" means the piko Mobile website at [www.pikomobile.com](http://www.pikomobile.com)

"Working Day" means a day other than a Saturday, Sunday or public holiday in the region.

### **3. Nature of the Website**

3.1 The Website is a place for you to select and order the Products.

3.2 Please note that the Website is available only to individuals that can form legally binding contracts under applicable law. You must be over eighteen (18) years to purchase the Products, using the payment method displayed on the Website. If you do not qualify, please [click here](#) to leave the Website now.

### **4. Price of Products**

4.1 The price of any Product is the price in force at the date and time of your order. We may change the price of any Product before you place an order and each network operator may change their tariffs and initial call credits at any time without notice. We try to ensure that our prices displayed on the Website are accurate but the price on your order will need to be validated by us as part of the acceptance procedure (see clause 6.4 below). We will inform you if a Product's correct price is higher than that stated in your order and you may cancel the order and decide whether or not to order the Product at the correct price.

4.2 The prices stated on the Website are exclusive of delivery to the regional countries. If you require next day delivery by registered post or delivery outside of the region then there will be an additional charge for delivery as stated on the Website.

4.3 All prices on the Website are inclusive of VAT (Kosovo VAT tax) where applicable.

4.4 On Airtime Top-ups which we make available through the Website we may charge an administration fee which is included within the price of the Product displayed on the Website.

4.5 The GPRS data service provided by the SIM card operates in stated countries on more than one network and the cost to use the GPRS service may vary from network to network. The GPRS data rates displayed on the piko Mobile website show the data rates in each country in which the service works together with the relevant network operator. It is the express responsibility of the user of the service to verify the GPRS costs and ensure the appropriate GPRS network is selected. piko Mobile can not be held responsible for costs incurred while using the GPRS service where a GPRS network service has been used which is not the lowest cost option available.

### **5. Description of Products**

5.1 Information on Products is supplied by the manufacturers of such Products, piko Mobile does not verify such information in any way. Any information, specifications and descriptions of the Products (including tariff information) on the Website are published for the sole purpose of giving an approximate idea of the Products described in them. All information on Products is published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such information (whether published on or offline) and if you have any queries about any of our Products you should contact us by email.

### **6. Buying Products on the Website**

6.1 To order a product you will need to follow the ordering procedures set out on the Website. Details of our prices for the Products and the procedures for payment and delivery are displayed on the Website.

6.2 You must pay by credit or debit card at the time of order. We accept payment in several currencies including pounds sterling, US dollars and Euros.

6.3 piko Mobile is entitled to refuse any order placed by you. If we refuse an order we will notify you by email. We are not required to give any reason for refusing your order.

6.4 If your order is accepted, we will confirm acceptance to you by sending an Order Confirmation to the email address you have given us on ordering. The order will then be fulfilled by the date set out in the Order Confirmation or, if the Order Confirmation does not contain such a date, within thirty (30) days.

6.5 You undertake that all details you provide to us for the purpose of purchasing the Products will be correct, that the credit or debit card which you use is your own and that there are sufficient funds or credit facilities to cover the cost of the Products.

6.6 We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services. If necessary, we reserve the right to contact you to obtain information to verify your identity in order to prevent fraud. We may require you to provide additional information including a copy of your passport, driving license and/or utility bill to verify your identity. If we do not receive such additional information or the information provided to us does not verify the customer's identity then we reserve the right to refuse the order in accordance with clause 6.3.

6.7 If the Product you ordered is unavailable for delivery within thirty (30) days of the date of order, we will notify you by email and offer you a refund of the amount paid to us by you including any delivery charges.

## **7. Delivery of Goods**

7.1 Any times or dates stated on the Website for delivery on the delivery page are estimates only. Piko Mobile will dispatch the Goods within 2 working days of the date on which payment for your order is processed if you place your order before 1pm GMT. If we are not able to do this we will contact you. Timescales for delivery will depend upon the delivery option selected by you. Piko Mobile make all reasonable effort to deliver Goods within the times specified, but does not accept liability for any failure to deliver within that time. We will notify you by email when the Goods are dispatched. Please note that if you opt for 'next day' delivery you will be required to sign for the Goods on receipt.

7.2 All Goods are sent fully insured. You will be responsible for the Goods from delivery. We therefore recommend that you check that all packaging is intact and undamaged before signing for delivery of the Goods.

7.3 If the Goods that you ordered are not received within 3 Working Days of the date on which delivery was estimated to occur then you should notify us by email with your order number. We will note that the order has been delivered late and will contact the courier to investigate. We may require you to complete certain forms for the Royal Mail or courier as evidence that the Goods have not been received by you. After we have completed our investigation into the non-delivery we will ensure that you receive a refund of the sums paid by you or replacement Goods at our option.

7.4 If the Goods are damaged in transit then you must notify us within 7 Working Days of receipt of the Goods. You must return the Goods and the packaging in which the Goods were delivered to piko Mobile in case we need to claim against the courier for damage caused in transit. Piko Mobile will, at its option, deliver to you replacement Goods or refund to you the price paid and your reasonable costs of returning the Goods.

## **8. Returns**

8.1 To return any Products to piko Mobile under clauses 7.4, 8, 9, 10 and 11 we request that you contact us via the online ticketing system on the Website to receive a returns authorisation number ("RAN"). We will email you with the RAN. Please note that we are unable to process the return of any Products without a RAN.

8.2 You may return any Goods you have purchased within seven (7) working days of delivery for any reason (including if you simply change your mind). PLEASE NOTE THAT YOU CAN ONLY RETURN A LOCAL SIM CARD IF YOU HAVE NOT USED THE AIRTIME CREDIT.

8.3 To return the Goods you must notify us in writing or other durable medium (including email) within those seven (7) working days of delivery of the Goods. We request that you notify us via the online ticketing system. We will issue you with RAN as set out in clause 8.1.

8.4 When we receive the returned Goods We will refund to you the cost of the Goods which will be paid as soon as possible, but in any event within thirty (30) days. We will also refund to you the cost of any Airtime Credit which you purchased with the Goods provided that you have not used such Airtime Credit.

8.5 You must arrange for and pay the costs of returning the Goods to piko Mobile. While in your possession, you must keep any Goods you intend to return to us in good condition. The Goods must be returned to us in their original packaging. If you do not return the Goods to piko Mobile, We reserve the right to charge you for the cost of recovering the Goods from you.

## **9. Money Back Guarantee**

9.1 Notwithstanding the provisions of clauses 8 and 10 as a goodwill gesture piko Mobile offer a money back guarantee for SIM Cards. The Money Back Guarantee on the SIM Card will be valid for 30 days from the date of delivery of the SIM Card.

9.2 If you decide within 30 days of the date of delivery of the SIM Card that you do not wish to keep the SIM Card you must notify us via the online ticketing system prior to the expiry of such 30 day period. We will issue you with a RAN in accordance with the procedure set out in clause 8.1. piko Mobile will refund to you the amount paid for the SIM Card, after deducting the cost of any calls made by you from the Airtime Credit, by credit card refund which will be paid as soon as possible and in any event within 30 days.

9.3 You must arrange for and pay the costs of returning the SIM Card to piko Mobile. While in your possession, you must keep the SIM Card that you intend to return to us in good condition. The piko Mobile SIM Card must be returned to us in its original packaging.

9.4 piko Mobile reserves the right to refuse to provide a refund in accordance with clause 9.2 under the Money Back Guarantee if piko Mobile reasonably believes that you are acting in an unacceptable manner or attempting to abuse the Money Back Guarantee.

## **10. Right of Cancellation**

10.1 If you decide within 7 working days of receiving your Order Confirmation that you do not wish to use the Airtime Top-Up you must notify us of this in writing or other durable medium (including e-mail) within 7 Working Days. We request that you notify us via the online ticketing system. We will refund to you the amount paid by you for the Airtime Top-up. The refund will be paid as soon as possible and in any event within 30 days. YOU ACKNOWLEDGE AND ACCEPT THAT USING THE AIRTIME

TOP-UP IN ANY WAY WILL CONSTITUTE YOUR AGREEMENT THAT THE RIGHT OF CANCELLATION WILL NOT APPLY FROM WHEN YOU COMMENCE USE OF THE AIRTIME TOP-UP.

## **11. Purchase of SIM Cards**

11.1 Please note that if you purchase a SIM card from us then the network operator in the country of use will be responsible for network coverage and network availability. We give no warranties or guarantees as to network coverage or availability. We will not provide a refund on the Goods due to problems of network coverage.

11.2 piko Mobile will use its reasonable endeavors to assist with the activation of any SIM card purchased from us if this is necessary. However each network operator has its own rules relating to activations and piko Mobile cannot be held responsible for any delays or failure of activation by the network operator.

11.3 It is your responsibility to ensure that all PIN and PUK codes are entered correctly. Piko Mobile shall not be responsible for any SIM cards which are blocked as a result of entering incorrect codes and in these circumstances a refund will not be provided under clauses 8,9 or 10. If your SIM card is blocked then you must contact the network operator directly.

11.4 It is your responsibility to ensure that your mobile telephone handset is compatible with the Products that you purchase from us. This may include ensuring that your handset is 'unlocked' and is compatible with the network in the country where you wish to use it. If you discover that your handset is not compatible with the Products that you purchase from us then your only remedy is to return the Goods in accordance with clauses 8 or 9 and the Airtime Services in accordance with clause 10.

## **12. Modifications to website**

12.1 We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of the Website, the content or the Products available through it, including your access to it. Unless explicitly stated to the contrary, any new features including new content, and/or the sale of new Products shall be subject to these terms and conditions.

## **13. Information you provide to us**

13.1 The following applies to any information you provide to piko Mobile, for example during any registration or ordering process.

(a) You authorize us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the Products which are available through the Website by us, our partners, successors (including the purchaser of the whole or part of our business), associates, sub-contractors or other third parties (together our 'Partner Companies'). These Partner Companies may be located in countries outside the EEA that do not have laws to protect your information. Details of the companies and countries involved in your case will be provided on request. If you would like to request such information or review or modify any part of your personal information then you should email us.

(b) If you obtain or choose to buy Products through the Website then we may collect information about your buying behavior and if you send us personal correspondence such as emails or letters then we may collect this information into a file specific to you (together, the various purposes set out in this paragraph and in our privacy

policy shall be known as 'the Purposes'). All such information collected by us shall be referred to in these terms and conditions as 'Personal Information'.

(c) You must ensure that the Personal Information you provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and other requested details. For more information about how we deal with your Personal Information, please read our privacy policy.

13.2 By accepting these terms and conditions, you agree to the processing and disclosure of the Personal Information for the Purposes. If you would like to review or modify any part of your Personal Information then you should email us.

#### **14. Security**

You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, email verification and password that may be given to you or selected by you for use on the Website. You may not share these with or transfer them to any third parties. You must notify piko Mobile immediately of any unauthorized use of them or any other breach of security regarding the Website that comes to your attention.

#### **15. Copyright and monitoring**

The contents of the Website are protected by international copyright laws and other intellectual property rights. The owner of these rights is PIKO TELECOM, its affiliates or other third party licensors. All product and company names and logos mentioned in the Website are the trade marks, service marks or trading names of their respective owners, including us. You may download material from the Website for the sole purpose of placing an order with piko Mobile or using the Website as a shopping resource. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the Website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so, for example in order to complete any online questionnaire.

#### **16. Linked sites**

piko Mobile make no representations whatsoever about any other websites which you may access through the Website or which may link to the Website. When you access any other website you understand that it is independent from piko Mobile and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that piko Mobile endorses or accepts any responsibility for the content, or the use of, such a website and piko Mobile shall not be liable for any loss or damage caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

#### **17. Availability of the Website**

We will try to make the Website available but cannot guarantee that the Website will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of the Website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device.

## **18. Liability**

18.1 piko Mobile promise that for any Product you purchase from the Website:

- (a) we have the right to sell the Product to you;
- (b) the Product will correspond with the description we have given to you;
- (c) the Product will be of satisfactory quality; and
- (d) the Product will be fit for its purpose if you have notified us in writing of the purpose for which you require the Product prior to placing the order.

18.2 We also promise that any service we provide to you will be provided with reasonable skill and care.

18.3 We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to any products (including without limitation the Products), the Website or any information or service provided through the Website.

18.4 We will do our best to ensure that all materials and information published on the Website are accurate, but please note that all content, materials and information on the Website are provided on an 'as is' basis and you assume total responsibility and risk for your use of the Website and use of all information contained within it.

18.5 We accept no liability for any indirect or consequential loss or damage, or for any direct or indirect loss of data, profit, revenue or business in each case, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of the Website or its contents other than as a direct result of purchasing Products (which shall be subject to the exclusions and limitation of liability set out in these terms and conditions), we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of piko Mobile or our servants, agents or any other person or entity.

18.6 If we are liable to you for any reason, our liability will be limited to €1,000. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or for our fraudulent misrepresentation.

18.7 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Website and is compatible with the Website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

18.8 The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

## **19. General**

19.1 We may, but you may not, assign any rights and/or transfer, sub-contract or delegate any obligations under these terms and conditions, and/or charge or deal in any other manner with these terms and conditions or any of our respective rights or obligations. Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this clause 19.1 shall be ineffective. These terms and conditions are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.

19.2 We may alter these terms and conditions from time to time and post the new version on the Website, following which all use of the Website will be governed by that version. You must check the terms and conditions on the website regularly.

19.3 These terms and conditions together with the privacy policy are the whole agreement between you and piko Mobile.

19.4 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

19.5 These terms and conditions and your use of the Website are governed by regional law but you shall not be prohibited from starting proceedings in the courts of any part of the Europe. Piko Mobile shall be entitled to commence any proceedings arising out of these terms and conditions in any jurisdiction it may consider appropriate.

19.6 Except in respect of a payment obligation, neither you nor piko Mobile will be held liable for any failure to perform any obligation to the other due to causes beyond your or piko Mobile's respective reasonable control.

19.7 Failure or delay by either party enforcing an obligation or exercising a right under these terms and conditions does not constitute a waiver of that obligation or right.

19.8 These terms and conditions do not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **20. Notices**

20.1 All notices shall be given:

(a) to us via email or by post at PIKO TELECOM attn. piko Mobile, Perandori Justinian p.n, Prishtina 10100, Republic of Kosovo; or

(b) to you at either the email or postal address you provide during any ordering process.

Notice will be deemed received when an email is received in full (or else on the next Working Day if it is received on a weekend or a public holiday in the place of receipt) or three (3) Working Days after the date of posting.

## **21. Replacement**

These terms and conditions replace all other terms and conditions previously applicable to the use of the Website and/or sale of the Products.