



**Service Specific Terms  
& Conditions  
Mobile Service  
CAYMAN ISLANDS**

These Service Specific Terms and Conditions together with the General Terms and Conditions and the Terms and Conditions for Sale and Rental of Equipment apply when We provide the Service and/or sell Equipment to You. You are deemed to have accepted these Service Specific Terms and Conditions, the General Terms and Conditions and the Terms and Conditions for Sale and Rental of Equipment when You sign the Service Application Form.

## **1. DEFINITIONS**

1.1 In these Service Specific Terms and Conditions:

“Account” means a statement or record on which we register all Your charges or credits.

“Airtime” means use of Our mobile network in consideration of payment of usage charges.

“Card” means the prepaid calling card which You purchase from Us or other authorized agents which will enable You to access the Service, and also includes Airtime purchased via electronic or “TopUp” means.

“Call Credits” means the value of the calls remaining on the Card, which is available for use by You.

“Service” means the mobile services We provide to You.

“SIM Card” means the Subscriber Identity Module used with GSM compatible mobile devices to access the Service.

The terms “roam” or “roaming” refer to coverage on another carrier’s network that We may make available to You based on Our agreements with other carriers. These agreements may change from time to time and roaming coverage is subject to change without notice.

Reference should be made to the General Terms and Conditions for any definitions which are not specifically included in these Service Specific Terms and Conditions.

Where we sell or rent you any equipment for use with the Service, the provisions of Schedule 1 (‘Terms and Conditions of Sale and Rental of Equipment’) shall apply.

## **2. MOBILE DEVICES NOT PROVIDED BY US**

2.1 When You subscribe to the Service but use a mobile device not provided by Us that mobile device must comply with standards to be determined by Us. We can change these compliance standards at any time during Our agreement by providing You with thirty (30) days notice in writing before any changes take effect.

2.2 If You use a mobile device that We did not provide We can only provide the Service to You if We can program Your phone. You agree that it is Your responsibility to give Us all information, which We need to do this, including the manufacturer of the mobile device, and the initialisation and programming

instructions for the mobile device We are under no obligation to obtain this information from the manufacturer or any other source. We cannot guarantee provision of the Service to You when You use a mobile device not supplied by Us.

### **3. LOST/STOLEN MOBILE DEVICES AND SIM CARDS**

3.1 You agree to take adequate precautions to prevent damage to, or unauthorised use or theft of, Your mobile device and the SIM Card.

3.2 If Your mobile device and/or SIM Card is lost, stolen or damaged, You must call our Contact Centre immediately and We will bar the mobile device from making or receiving any calls. You must commit Your report in writing within fourteen (14) days. If the mobile device/SIM Card is subsequently recovered You must request in writing that We lift the bar on Your service. Where We provide You pre-paid Service We will require Your completed registration form or Service Application Form and proof of identity to effect these changes. In any event, You are responsible for paying all charges resulting from use of the mobile device and/or SIM Card until You notify Us in writing of its loss, theft or damage.

### **4. PROVIDING SERVICES**

4.1 Wireless systems use radio channels to transmit voice and data communications over a complex radio network. Your mobile device may contain sensitive or personal information. We will make all reasonable efforts to ensure privacy while using a mobile device, however

mobile telephone calls may be intercepted and so, while complete privacy is likely, it cannot be guaranteed; and We will not be liable to You for any lack of privacy which You may experience while using the Service.

4.2 We are not responsible for any information on Your phone, including sensitive or personal information. If possible, You should remove or otherwise safeguard any sensitive or personal information when Your phone is out of Your possession or control, including, but not limited to, relinquishing, exchanging, returning or recycling Your phone. By submitting Your phone to Us, You agree that Our employees, contractors or vendors may access all of the information on Your phone.

4.3 We will provide the Service to You as long as You agree not to use the Service or allow anyone else to use the Service:

4.3.1 for sending any communication (text and/or voice, still and or video photographs or images) which is of an offensive, abusive, indecent, obscene or threatening nature or let anyone else use the Service for any of these purposes; or

4.3.2 to make calls, send text messages and/or send still and or video photographs or images, or allow others to use the Service to make calls, send text messages, and/or send still and or video photographs or images that cause any nuisance, annoyance, or inconvenience to anyone; or

4.3.3 to attach any device to the mobile device, or use any procedure to avoid, evade or reduce payment of Our charges or let anyone else do so; or

4.3.4 to attach to a mobile device or Our

property any electrical or mechanical device without Our written consent.

4.4 Your ability to receive roaming coverage depends on the radio transmissions Your mobile device can pick up and the availability of roaming coverage. We make no guarantee that roaming coverage will be available. Roaming coverage may exist both within and outside Our network coverage areas. Your phone will generally indicate when You are roaming. Depending on Your Services, separate charges or limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (including data services, voicemail, call waiting, etc.).

4.5 You must only use mobile device, SIM Cards and accessories that have been approved by Us for use with the network, and must follow relevant laws, regulations and rules that apply to use of the Service and the network.

## **5. SIM CARDS**

5.1 GSM compatible mobile devices only work with a SIM Card. This card contains a microchip that identifies You to Our network. It stores information about Your phone number, service and registration and provides the memory for Your phone book and stored messages. For Your security You should add a personal security code to Your SIM Card to prevent unauthorised use of Your phone. The Service will not work without the SIM Card so You must keep it with You at all times.

5.2 You shall use the SIM Card provided to You only to access Our network and Our services. You acknowledge that we have configured the SIM Card such that it is barred from use with any other provider's network or service. The SIM Card is locked to Our network. You shall not unlock the SIM Card or allow any third party to unlock the SIM Card without Our prior written consent. If You attempt to use Your SIM Card with any third party network or services, or in any way not expressly authorised by Us, this may result in Your service being permanently blocked; in which case the SIM Card must immediately be returned to Us. We accept no responsibility for Your service being blocked in this way.

5.3 You acknowledge and agree that the SIM Card remains Our property and You must keep the SIM Card safe and in good condition while it is in Your possession. Any loss

of or damage to the SIM Card, other than through fair wear and tear, is Your responsibility and, in the event of loss or damage, You will be required to pay for a replacement SIM Card. A replacement fee will not be charged in the event that a SIM Card is faulty or defective and returned to Us within the applicable warranty period. Any replacement SIM Card will also remain Our property.

5.4 You agree not to interfere with the SIM Card for any reason.

5.5 At Our request, and/or on termination of Your agreement with Us, You shall return the SIM Card to Us or anyone acting on Our behalf, as per our instructions.

## **6. PRE PAID SERVICE – THE CARD AND CALL CREDITS**

6.1 Call Credits are valid for a prescribed number of days from the day that the Card is activated. Call Credits not used within the prescribed periods expire at the end of the particular period.

6.2 If You add additional Call Credits to Your Account while it is active, Your Account is extended for an additional number of days from the latest top-up date.

6.3 You must in any event top-up Your account within the grace period prescribed for the last Card activated on the Account. If You do not do so You will lose the telephone number assigned to You and You must obtain a new telephone number from Us by paying Us the charges set out in Our current price list for assigning You a new telephone number.

6.4 Call Credits are not refundable or redeemable for cash and, unless specifically stipulated by FLOW in specific circumstances, they cannot be transferred to anyone else.

## **7. CHARGES FOR PRE-PAID SERVICE**

7.1 You pre-pay for the Service by topping-up Your Account with Us. You do this by purchasing additional Cards or via electronic or self “TopUp” systems. Your pre-payments are not repayable by Us nor is interest payable on any credit You have with Us. Each time the Service is used by You (or by someone else using the Equipment), the Call Credits You have purchased are reduced in accordance with the usage charges. You agree that Our records determine how much Your account is topped-up and the rate of use of the Service.

7.2 In the event that usage charges are not applied in real time and We subsequently become aware of such use of the Service We shall subtract the usage charges from Your Account at such later time.

7.3 You agree to pay Our rental charges if You rent Equipment from us.

7.4 You agree to pay Our reactivation charge, as set out in our current price list, if You reactivate the Service in accordance with Clause 7.3 above.

## **8. INACTIVE PRE PAID ACCOUNTS**

8.1 If We provide You a pre-paid Service, We may terminate the Service without prior notice if the Account maintains a zero balance beyond the end of the grace period prescribed for the last Card or Top-Up activated on the Account.

8.2 Where the Service is suspended or disconnected we are not obliged to refund any additional pre-paid Call Credits held on Your Account.

## **9. ACCEPTABLE USE POLICY**

9.1 You must comply with the terms of the Acceptable Use Policy (as amended from time to time) which is posted on Our website at [www.discoverflow.co](http://www.discoverflow.co), which is incorporated herein by reference and by which You agree to be bound.

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