



TERMS and CONDITIONS

1. Magic Telecom LLC (DBA: MagicRoam) is an international service provider in the mobile telecommunications sector. These General Terms and Conditions (hereinafter: Conditions) govern the relationship between MagicRoam and the customer and they apply to all services provided by MagicRoam. In any event, the valid and applicable Conditions are deemed to be accepted when the customer uses the service offered by MagicRoam.

The binding version of the Conditions, along with any applicable Special Conditions, is published on the internet at www.MagicRoam.com. MagicRoam reserves the right to change the Conditions and other contractual provisions at any time.

2. Service description: MagicRoam shall make every effort to provide a high level of availability for its mobile network, however, MagicRoam is unable to guarantee continuous, fault-free operation of its mobile network or certain transmission times or capacities. MagicRoam reserves the right to service its mobile network at any time, which may result in temporary disruptions. No representations or guarantees are made in respect of availability, quality, operation or support for voice or data communication on third-party networks or with third-party lines. No guarantee may be given for absolute protection of MagicRoam's network against unauthorized access or interception. MagicRoam shall assume no liability for any such occurrence. MagicRoam may at any time adapt or interrupt its services and may engage at any time to a third party to fulfill any of its obligations under these Terms and Conditions.

3. Customer's obligations: The customer is under the obligation to use the services provided in accordance with the Terms and Conditions and the law. The customer is in any event responsible for the use of the connection, the use of passwords, in particular also for dialing premium numbers with increased charges and rates as well as for any use by a third party. Furthermore the customer is responsible for the end device used, in particular in respect of its compliance with the law, its suitability for use and its compatibility with the services and networks used. The customer shall immediately inform MagicRoam of any unauthorized use.

4. Prices: The current and binding prices are published on the internet at www.MagicRoam.com and may be obtained at any time direct from MagicRoam. These remain subject to the consequences of fluctuating exchange rates at all times. Prices are subject to modification at any time without prior notice. It is the customer's responsibility to obtain any information before using the service.

5. SIM card and account balance: The SIM card contains an initial amount which is credited to the relevant account or phone number. The account balance may be increased at any time. In respect of the account balance, MagicRoam's accounting system is deemed to be correct. When the account balance is insufficient, the SIM card may no longer be used. No refund is made as against any credit on the account and MagicRoam has the right to cancel or change any phone number without



compensation, when same is required for operational or technical reasons or as a result of regulations. Further details are included in the user guide provided at the time of purchase of the SIM card.

6. Deactivation: If the SIM card is not used (i.e. no incoming or outgoing calls) during 6 consecutive months, the card shall be deactivated without prior notice. Any remaining credit as well as the phone numbers shall be lost without compensation. Please obtain the relevant information at the point of sale or from www.MagicRoam.com.

7. Registration: Obligation to register In accordance with prevailing regulations, the customer is obliged, at the time of purchase of the SIM card, to identify himself/herself by means of a valid and official identification document. Purchase and use of a SIM card without due identification shall be considered as abuse of the service. Article 10 hereunder shall then be applicable.

8. Data protection and confidentiality: MagicRoam undertakes to process customer data with care and to comply with the provisions of the prevailing regulations. MagicRoam only collects, stores and processes the data required for the provision, design and development of the service, for handling and maintaining customer relations, operational reliability and infrastructure, and for invoicing purposes. If MagicRoam provides services jointly with a third party, in particular calls to networks of other service providers, or if the customer receives services from third parties via the MagicRoam network, MagicRoam may exchange the customer's data with such party insofar as such information is necessary for the provision or execution of these services.

9. Number display (Caller ID): In principle, the caller's number will be displayed to the called party. MagicRoam's service allows this display to be withheld. It shall however be noted that in some cases, the display or its withholding may not be ensured for technical reasons, particularly for calls from or to a third-party network or for SMS.

10. Telephone abuse: The customer is responsible for the content of information which he/she transmits via, or has processed by MagicRoam. The customer is responsible for using his/her mobile line in compliance with all legal and contractual provisions. MagicRoam's service shall not be used for criminal activities or offences. Reselling of services to third party by a customer shall be considered as abuse. Reselling by a customer is subject to the written approval of MagicRoam. Such approval may be refused without any reason being given. In the event of justified indications of unlawful use of a mobile line, or if such use is reported by a competent authority, MagicRoam may instruct the customer to use the mobile line in compliance with all legal and contractual provisions, suspend the provision of service, and/or invalidate the SIM card without notice and compensation. Any credit balance on the SIM card shall be lost.

11. Liability: MagicRoam's liability for grossly negligent or willfully caused damages is limited to an amount equivalent to the value of the service purchased during the 12 last months, but limited to a maximum of \$100 USD. MagicRoam shall not be liable for damages arising from simple negligence. MagicRoam shall under no circumstance be held liable for consequential loss, loss of profit or loss of



data. Should the customer use his/her mobile line to purchase goods or services from a third party, MagicRoam shall not be a contracting party to such contract. MagicRoam accepts no liability whatsoever and makes no guarantee in respect of the goods and services ordered or obtained via a mobile line, even if MagicRoam handles the collection of third-party claims against the customer. The electromagnetic fields generated by a mobile phone may interfere with the correct functioning of other equipment, such as hearing aids or pacemakers. To prevent such interferences, the manufacturers' safety measures should be observed. The customer is responsible for obtaining information on prohibited and restricted use and for obeying such rules.

12. Other stipulations: The customer may transfer rights and obligations arising from this contract to third parties only with the prior written approval of MagicRoam. MagicRoam is entitled to transfer this contract to third parties without the consent of the customer.

13. Intellectual property: (Rights for the duration of the contractual relationship) MagicRoam grants the customer a non-transferable and non-exclusive right to use the services and products provided by MagicRoam in accordance with these Terms and Conditions. MagicRoam or the licensor retains all the rights to the related intellectual property rights.

14. Choice of law and jurisdiction this contractual relationship shall be subject to the application of Florida law. The exclusive place of jurisdiction for all disputes arising out of or in connection with this agreement shall be the state of Florida, USA, subject to mandatory places of jurisdiction under federal law.

General Customer Terms and Conditions

© MagicRoam All rights reserved info@MagicRoam.com www.MagicRoam.com 08/2008