

Terms and conditions for the use of SIMOn cards

valid from 24.06.2024.

Inventia Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, ul. Poleczki 23, 02-822 Warsaw, registered in the Register of Entrepreneurs (Rejestr Przedsiębiorców) of the National Court Register (Krajowy Rejestr Sądowy) kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register (Sąd Rejonowy dla m.st. Warszawy w Warszawie, XIII Wydział Gospodarczy Krajowego Rejestru Sądowego), under the KRS number 0000023113, with a share capital of PLN 50,000, holding the NIP number 9512017534.

§ 1. Definitions

All capitalised words, the meaning of which is defined below, shall have the following meanings:

1. **APN** – the name of the access point to the Operator's data transmission network.
2. **Assignor** – the legal entity that is the current user of the SIM card
3. **Price List** – a list of prices for services provided by the Service Provider. Updating of the Price List for new orders does not constitute an amendment of the Terms and Conditions.
4. **Assignment of the SIM Card** – the transfer of the rights and obligations arising from the use of the SIM Card by the current User to another legal entity under the conditions specified in the Regulations.
5. **Assignee** – the legal entity that takes over from the existing User the rights and obligations under the Terms and Conditions and the SIM Card listed on the SIM Card Assignment Form.
6. **CSD** - short for ‚Circuit Switched Data‘, is the analogue data transmission standard for GSM services.
7. **SIM Card Deactivation** – the blocking of the SIM Card which prevents its further use for the use of the Service and the Operator's services.
8. **SIM Card Assignment Form** – a form that enables the User to formally execute a SIM card assignment.
9. **Order Form** – a document expressing the will to purchase and defining the parameters of the Service ordered.
10. **GSM** – abbreviation for ‚Global System for Mobile Communications‘, is a mobile telephony standard for making voice calls, data transmissions and sending text and multimedia messages.
11. **SIM Card IP** – a sequence of digits that identifies the network number of the SIM card in the operator's infrastructure.
12. **SIM Card** – a microprocessor-based identification card that allows access to the GSM network of the selected operator.
13. **Telephone Number** – a sequence of digits identifying a telephone subscriber in the Operator's infrastructure.
14. **ID Number** – the number that identifies the SIM card in the Operator's system.
15. **SIM Card Validity Period** – the period of provision of the Service to the User associated with the SIM card purchased under the Order Form.
16. **Operator** – a telecommunications company providing telecommunications services, in particular services using GSM technology.
17. **Transmission Package** – a data package of the size selected on the Order Form and available for use by the User in a given calendar month during the validity period of the SIM Card.
18. **Terms and Conditions** – these SIM Card Terms and Conditions of Use, which define the terms and conditions of use of the Service that are binding on the User.
19. **Roaming** – the mechanism that allows the SIM Card to register on different mobile networks.
20. **SoftSIM** – a special version of the SIM Card that is an integral part of the Device's firmware, uploaded to the Device at the manufacturing stage.
21. **Data Transmission** – refers to the use of the operator's infrastructure, the process of transmitting digital packets of information within GSM services.
22. **Service** – the Operator's telecommunications-based data transmission offered by the Service Provider to SIM Card Users in Europe, excluding the countries listed in Appendix 1.
23. **Service Provider** – Inventia Spółka z ograniczoną odpowiedzialnością, with its registered office in Warsaw, ul. Poleczki 23, 02-822 Warsaw, registered in the National Court Register (Krajowy Rejestr Sądowy) kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register (Sąd Rejonowy dla m.st. Warszawy w Warszawie, XIII Wydział Gospodarczy Krajowego Rejestru Sądowego), under the KRS number 0000023113, with a share capital of PLN 50,000, holding the NIP number 9512017534.
24. **User** – a legal entity that, in order to use the Services, has ordered a SIM card from the Service Provider using the Order Form and has paid the VAT invoice received in this connection.
25. **MMS message** – multimedia message sent as part of GSM services.
26. **SMS message** – a text message sent as part of the GSM services.
27. **SIM Card Replacement Request** – a form submitted by the SIM Card User which, upon acceptance by the Service Provider, initiates the procedure for the issuance of a new SIM Card to replace the SIM Card being replaced.
28. **Order** – an order form filled in by the User and submitted to the Service Provider, which constitutes the basis for commencement of the Service in accordance with these Terms and Conditions.

§ 2. Rules for the use of SIM Cards

1. The SIM card provided by the Service Provider may only be activated and used in devices offered by the Service Provider in Europe, with the exception of the countries listed in Appendix 1.
2. Offers for countries listed in Appendix 1 and countries outside Europe are subject to individual pricing. In the event of individual pricing, the other provisions of these Terms and Conditions shall remain in force.
3. The Service Provider reserves the right to add or remove selected Operators and countries according to changes in the Service Provider's offer. This change does not constitute an amendment to the Terms and Conditions.
4. The SIM card is only used for data transmission in the private APN „onomondo”.
5. The SIM card remains the property of the Service Provider throughout the period of use of the Services.
6. It is prohibited to:
 - a. use the SIM card in devices other than those offered by the Service Provider;
 - b. register the SIM card in other private and public APNs;
 - c. use the SIM card to access any of the Operator's services other than those provided by the Service Provider, in particular: voice calls, CSD data transmission, sending/receiving SMS and MMS messages.

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7. You agree to protect the SIM Card from unauthorised use or use contrary to these Terms and Conditions, as well as from theft, destruction, damage, loss or other.
8. In the event of the situation described in §2.5, the User is obliged to notify the Service Provider immediately in order to deactivate the SIM card.
3. The Service Provider shall process the request within 5 working days from receipt of the request. If this period would be extended, the Service Provider shall immediately contact the User and inform him/her of the new deadline for processing the request.

§ 3. Transmission package

1. The Transmission Package is only available for use with a SIM card with a static IP address that transmits data in the „ononondo“ APN.
2. The validity period of the SIM Card can only be extended by ordering a new Transmission Package for the SIM Card concerned.
3. Once the Transmission Package has been used up, the SIM cards are automatically blocked, and data transmission is not possible until the end of the calendar month.
4. SIM cards do not have the ability to communicate directly with each other in the APN.
5. Transmission packages are not shared between SIM cards.
6. In the event that an operator ceases to provide telecommunications services, the unused Transmission Package associated with that operator's SIM card shall be forfeited.
7. Orders for new SIM cards may be subject to an additional logistics fee in accordance with the Price List.
4. By submitting the request for replacement of the SIM card, the User agrees to deactivate the SIM card already in use and accepts the temporary interruption of the Service that this may entail.
5. The acceptance of the SIM Replacement Request by the Service Provider initiates the process of issuing a new SIM Card. The new SIM card has different parameters, in particular the ID Number and the IP address.
6. If the SIM Replacement Request sent by the User is not accepted, the Service Provider will inform the User of the basis of its decision at the e-mail address indicated in the SIM replacement request.
7. The Service Provider shall endeavour to ensure that the delivery date of the new SIM card does not exceed 15 working days from the start of the SIM card replacement process, i.e. from the date of acceptance of the SIM Card Replacement Request.
8. The new SIM card will be sent by courier at the first available date to the User's registered address or any other address indicated on the SIM Card Replacement Request form provided by the User.
9. The new SIM card will be activated within 2 working days after dispatch by the Service Provider.

§ 4. Deactivation, expiry, reactivation of the SIM card

1. The SIM card may be deactivated at the written request of the User.
2. When the validity of the SIM card expires or it is deactivated, the unused part of the Transmission Package allocated to it also expires.
3. If the validity period of the SIM Card is not extended, the SIM card will be deactivated at the end of the last day of the validity period of the SIM Card, of which the User will be informed with e-mail sent to e-mail address indicated in the order.
4. The User may request to reactivate deactivated SIM Card within one month from the expiration of the the SIM Card validity period. The User will be subject to payment of the SIM Card reactivation fee indicated in the Price List.
5. The Service Provider reserves the right to deactivate the SIM Card immediately if it is used in contravention of these Terms and Conditions.
6. The Service Provider has the right to terminate the Service at any time with immediate effect if it becomes aware that the User is using the Services provided by the Service Provider for illegal purposes.
10. Replacement of the SIM card is charged according to the Price List.
11. The cost of the issuance of a new SIM Card as indicated in the Price List shall be borne by the User of the SIM Card, which shall result in the issuance of a VAT invoice to the User, plus the VAT due at the applicable rate.
12. The SIM card replacement process is automated and is carried out in cooperation with the Operator, in accordance with the Operator's existing procedure, taking into account organisational, technical and hardware considerations.
13. For technical reasons, the newly issued SIM card cannot contain the data stored on the SIM card to be replaced, and the Service Provider is therefore not liable for its loss.

§ 6. Charges

1. Only the User who is currently in possession of the SIM card may request SIM card to be replaced by completing a SIM card replacement request form and submitting it to the Service Provider.
2. The SIM card replacement request should be sent by e-mail to orders@inventia.pl or by post to the postal address of the Service Provider.
1. The User shall pay for the Services in accordance with the Order and the Price List.
2. The use of the Operator's services in violation of the Terms and Conditions shall result in the User being charged the fee or a penalty charge charged by the Operator for the use of such services increased by the amount of the handling fee specified in the Price List.
3. Failure to pay the VAT invoice issued by the Service Provider within the agreed period may result in the deactivation of the SIM card.
4. The Service Provider is entitled to charge the User additional fees and penalties for unauthorised use of services in the amount charged by the Operator, plus the handling fee indicated in the Price List at the end of these Terms and Conditions, and to claim reimbursement of other costs incurred in connection therewith.

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§ 7 Liability

1. The Service Provider shall not be liable for the failure to perform or the improper performance of Services using the provided SIM Card, if the failure to perform or the improper performance of such Services is not due to reasons attributable solely to the Service Provider, and in particular, if the failure to perform or the improper performance of such Services is due to reasons attributable to the Operator, and in all other cases in which the Operator is exempted from such liability by virtue of legal provisions or contracts with customers.
2. The Service Provider shall not be liable for any distortion or loss in the transmission of data transmitted using the Operator's network, regardless of the cause of such event, unless the event occurred for reasons attributable solely to the Service Provider.
3. The Operator may suspend the provision of all or part of the telecommunication services with immediate effect at any time, for technical reasons, as a result of the termination of the cooperation with the Service Provider, or if the Operator's licence or authorisation is withdrawn or restricted.
4. The Service Provider shall not be liable for any damage, destruction or loss of the User's SIM card caused by causes beyond the Service Provider's control.
5. The Service Provider's liability for lost profits is excluded completely, in any case.

§ 8. Assignment

1. If the SIM card is to be reassigned to another User, a SIM Card Assignment form signed by the Assignor and the Assignee must be sent to the Service Provider. The SIM Card Assignment Form can be sent by e-mail to orders@inventia.pl or by post to the Service Provider's postal address.
2. The Service Provider will inform the Assignor and the Assignee of the assignment at the e-mail addresses indicated in the form.
3. The transfer of the SIM card is subject to a charge in accordance with the Price List.

§ 9. Final provisions

1. In matters not covered by the provisions of these Terms and Conditions, the relevant provisions of the Civil Code shall apply.
2. The User's contact information is the e-mail address specified in the Order. It is the User's responsibility to update his/her contact information in case it changes, otherwise delivery will be deemed to have been made to the existing e-mail address.
3. The Service Provider is entitled to amend these Terms and Conditions. In relation to Users currently using the Services, the amended Terms and Conditions shall come into effect upon execution of the new Order.
4. Any disputes between the parties shall be settled amicably.
5. If it is not possible to settle the dispute amicably, the court with material and local jurisdiction for the registered office of the Service Provider shall be the competent court.
6. The Regulations come into force on 01.07.2024.

PRICE LIST OF ADDITIONAL SERVICES

Additional service	Net price EUR
SIM card transfer (payer – assignor)	EUR 12 /card
SIM card replacement	EUR 12 /card
Handling fee	20% of the value of the service
SIM card reactivation	EUR 5 /card
Additional logistics fee	EUR 30 /order

ANNEX 1

List of countries excluded from the SIMOn World offer

1. Albania
2. Andorra
3. Belarus
4. Bosnia and Herzegovina
5. Monaco
6. Russia
7. Isle of Man
8. Faroe Islands