

TERMS AND CONDITIONS / REFUND POLICY

The SIM Card is used by inserting it into a compatible GSM mobile telephone. When the SIM Card has been inserted and you have registered or activated your Account, you will have access to, and be able to use, the Services.

If you do not purchase a top-up using the Top-Up Services for a period of ninety (90) days from the date your last top up, your "90 day semi-active period" will start, within this period, even if you have cash in your card, you can not place calls or send SMS, but you can receive calls and messages. If you do not purchase a top-up using the Top-Up until the end of this 90 day semi-active period, your SIM card and phone number will be permanently terminated. If you make purchase a top-up using the Top-Up Services within this period, your SIM Card will remain active. Any previous credit balance in your Account will remain available for you to use, and you will be able to access and use the Services. If you do not purchase a top-up using the Top-Up Services within this period, your SIM Card will be deactivated. If the SIM Card is deactivated, your specific telephone number will be reallocated to another Customer, you will not be able to access or use the Services, and you will not be entitled to a refund of any credit balance in your Account.

The Services are prepaid services. You are required to Top Up in advance so your Account is in credit. As Charges are incurred they will be deducted from the amount credited to your Account. No bill or invoice or statement will be issued to you. You may check your credit balance by dialing *101*1#. You pay for the Services by topping-up your Account using any one of the Top-Up Services available from e-LUX Mobile. You may use the Top-Up Services at any time after registration or activation of your Account. There are two ways that you may top-up your Account:

- You may purchase a Top-Up Voucher at any participating retail outlet and activate the PIN code by following the dialling instructions on the website https://e-luxmobile.com/en/help/.
- You may go to the website, purchase a Top-Up Voucher online and activate the PIN Code by using the USSD menu, dialing the instructions on the website https://e-luxmobile.com/en/help/ If you top-up your Account within ninety (90) days from the date you registered or activated your Account, the amount of the top-up credit you purchased will be added to the credit balance in your Account at the time of your top-up.

The credit balance in your Account may only be used for the Services. You are not entitled to receive any cash refund for any credit balance remaining in your Account at any time, including where you fail to use the Services and your SIM Card has been deactivated.

Interest is not payable on any credit balance in your Account. Each time you use the Services (or someone else uses your GSM mobile telephone) the credit balance in your Account will be reduced for the voice call, message or data you are making or sending according to the destination and the current Charges.

Any top up credit shall expire one hundred eighty [180] days from the date of top-up or recharge. A standard text message is 160 characters long. You can send longer ones on some handsets. A longer text is divided into the number of standard texts required to convey the message. Each text will be charged at the standard rate for your price plan.

Upon activation of a SIM Card, the purchase of a Top-Up Voucher or the use of the Top-Up Services, you will be required to register your Personal Data with e-LUX Mobile, such as your name, address, date of birth and other details. If e-LUX Mobile determines that the Personal Data that you provide is false, e-LUX Mobile shall have the right to suspend, partially or fully, your access to the Services without prior notice and with immediate effect. If e-LUX Mobile terminates this Agreement for this reason, your SIM Card will be deactivated. If the SIM Card is deactivated, your specific telephone number will be reallocated to another Customer, you will not be able to access or use the Services, and you will not be entitled to a refund of any credit balance in your Account.