

# Lebara Postpaid Additional Terms and Conditions

These Additional Terms and Conditions apply to the “Lebara Postpaid” service (also called “Lebara Sim Only”) in addition to Lebara’s General Terms and Conditions which are available at <https://mobile.lebara.com/nl/en/terms-and-conditions>. In case of any discrepancies between these Additional Terms and Conditions and the General Terms and Conditions, the provisions of these Additional Terms and Conditions shall take precedence.

## Definitions

Fair Use Policy: The Fair Use Policy published on [Lebara.nl](https://www.lebara.nl), which defines how the customer should use the service.

Lebara: Refers to all business units of the Lebara Group, including (but not limited to) Lebara Ltd., Lebara SimOnly B.V., Lebara B.V. and its direct and indirect subsidiaries.

Agreement: The agreement between the customer and Lebara which governs the services provided by Lebara, including the (additional) Lebara Postpaid service, and to which these Additional Terms and Conditions, the General Terms and Conditions, the order confirmation and the confirmation email, as well as the rates apply.

## Article 1. General provisions

1. Lebara may unilaterally change the General and Additional Terms and Conditions and the rates. Any change to the customer’s disadvantage shall be announced at least 4 weeks in advance. If the customer has a legal right to terminate the agreement as a result of a proposed change, the customer may terminate the agreement without charge before the change takes effect. This does not apply to technical changes which we are forced to make by the authorities or which are made by us at the customer’s request.
2. If the customer provides information in any form, the customer guarantees the accuracy of such information and Lebara is not obliged to verify the accuracy of information provided.
3. The customer is obliged to inform Lebara in due time of changes in the information relevant to the agreement, such as the customer’s address and bank account details. The customer is solely liable for any possible consequences of not informing Lebara of such changes in a timely and accurate manner.
4. Lebara is entitled to make changes to the design, functionality or content of the service if this is in the interest of the provision of the service or in

pursuit of Lebara's legitimate interest, such as in connection with migration or misuse of the service.

5. The customer shall use the (additional) service properly and shall in particular comply with the Fair Use Policy drawn up by Lebara, as published on the Lebara website. The Fair Use Policy may be amended by Lebara at any time. In case of any discrepancy between the provisions of the Fair Use Policy and these Additional Terms and Conditions, the provisions of these Additional Terms and Conditions shall take precedence.

## Article 2. Remote and off-premises sales

1. If an agreement has been concluded electronically (such as via the website or by telephone) or outside a point of sale (such as, for example, on the doorstep), the customer has the right, without giving reasons, to dissolve the agreement within fourteen (14) days after the agreement has been concluded. If merchandise is delivered to the customer which the customer bought from Lebara, the fourteen (14) days start from the date of receipt. If the customer wishes to dissolve the agreement, they may contact Customer Service during the fourteen-day (14-day) withdrawal period. The customer can also use the [standard dissolution form](#) found on the Lebara website for this. The consumer hereby agrees to the standard dissolution form being made available digitally. The customer may dissolve the agreement at no cost during the fourteen-day (14-day) withdrawal period; the customer is responsible for any shipping costs they incur when returning the merchandise. If the customer invokes their right of withdrawal, the merchandise must be returned in full, undamaged and in its original packaging. If the customer fails to comply with these conditions, they forfeit their right of withdrawal. If a connection is made to the network during the fourteen-day (14-day) withdrawal period, then the customer must pay the full cost of any (additional) service they used.
2. If an agreement is concluded outside a point of sale, the customer agrees to receive the main features of the (additional) service and a confirmation of the agreement via email.

## Article 3. Use of the service

1. The customer may not use the peripheral device and/or SIM card to:
  - a. create loopholes, included by not limited to SIM boxes or automatic calling systems, which give the customer or a third party a financial advantage; and/or
  - b. damage is caused to Lebara and/or third parties; and/or
  - c. the integrity of the network is compromised.
2. Lebara reserves the right to disable the ability to make calls to and from abroad, as well as to 0900 numbers or other numbers.

**Commented [w1]:** This line repeats itself in the Dutch version.

## Article 4. Period of the agreement and termination

1. Unless otherwise agreed, the agreement is entered into for a contract period as set out in the agreement. After the expiry of the

agreed contract period, the agreement shall be converted by operation of law into an agreement for an indefinite period of time, unless the customer has terminated the agreement before the expiry of this minimum contract term, subject to one (1) month's notice. After this agreement has been extended for an indefinite period, the customer has the right to terminate the agreement subject to one (1) month's notice, unless expressly agreed otherwise, without prejudice to the fulfilment of all (payment) obligations of the customer.

2. The customer can migrate from an international bundle to a comparable national bundle, or from a national bundle to a comparable international bundle at no extra cost, provided they have purchased the bundle from which they want to switch for at least two (2) months (or at least sixty-one (61) calendar days).
3. If Lebara determines that the customer has not yet fulfilled the obligations under the agreement within a period of fourteen (14) days after being requested to do so in writing by Lebara, Lebara may dissolve the agreement without being liable to pay damages to the customer.
4. Lebara is entitled to dissolve or terminate the agreement without notice of default or intervention of the court, and without in any way being liable for damages to the customer, in the event that:
  - a. it becomes permanently impossible for the customer to fulfil their obligations under the agreement;
  - b. the customer files an application or issues a declaration of applicability of bankruptcy or any other form of insolvency, debt restructuring or receivership;
  - c. the customer revokes the direct debit authorisation referred to in article 6.4;
  - d. the customer fails to pay one or more of the charges for services (including services provided by third parties through Lebara);
  - e. the customer fails to fulfil one or more obligations under the agreement;
  - f. the licences upon the basis of which Lebara provides its (additional) services, whether through third parties or not, are terminated, revoked or modified;
  - g. technical or business reasons require it;
  - h. the customer uses the (additional) service for commercial, business or corporate purposes.
5. Upon dissolution and/or termination, all claims of the customer against Lebara and the remaining accrued call credit shall expire. The customer is liable for all damages, including but not limited to the fixed periodic charges under the agreement for the remaining duration of the minimum contract period.

## Article 5. Suspension of service

1. Lebara may, after a notice of default, suspend the (additional) service in whole or in part if the customer: (a) intentionally provided incorrect or incomplete information to Lebara at or after the conclusion of the agreement; (b) fails to pay one or more of the fees charged for (additional) services (including services provided by third parties which are mediated by Lebara).
2. The customer is not entitled to compensation in the event that the (additional) service is suspended. The suspension of the (additional) service ends when Lebara determines that the customer has fulfilled all their obligations. The customer is responsible for the costs incurred by the suspension and resumption of the (additional) service. While the (additional) service is suspended, the customer remains obliged to pay the fixed periodic charges for the duration of the agreement.

3. If the customer incurs unusually high costs in a short period of time, Lebara is entitled, subject to its other rights, to make certain destinations and services inaccessible for a maximum of one month, after notifying the customer and if the customer does not object to the inaccessibility, until the customer has paid an advance as referred to in article 6.9.

## Article 6. Payment and fees

1. The customer shall owe the fees for the (additional) services that they purchase. The variable portion of the fees are based authoritatively on Lebara's record keeping, unless the customer proves that Lebara's record keeping is incorrect. The variable part of the fees (the part of the fees which falls outside the bundle; for example, calling outside Europe) is invoiced on the basis of the applicable rate overview of which the most up-to-date version can be found at <https://simonly.lebara.com/nl/en/rates>.
2. Lebara is entitled to invoice the fixed periodic part of the fees payable by the customer under this agreement in advance and periodically. In case of special circumstances (including suspected improper use), Lebara is entitled to invoice on an interim basis. The customer shall pay the invoice within the period indicated on the invoice.
3. Lebara is entitled to collect third-party service charges for SMS services, information numbers, content services and/or other (mobile) services purchased by the customer. The customer agrees that these costs are charged by Lebara on its invoices.
4. When entering into the agreement, the customer authorises Lebara to receive payment via direct debit from the customer's bank account unless another method of payment is agreed. The customer shall ensure that there is sufficient balance in their account. If for any reason the amount due cannot be debited or the transaction is reversed, Lebara shall inform the customer, after which the customer is obliged to follow Lebara's payment instructions. In that case, Lebara is also entitled to suspend the (additional) service(s).
5. Invoices are provided to the customer free of charge in electronic form.
6. If the customer wishes to file a complaint with regard to the invoice, they must contact customer service within 30 days of the invoice in question becoming available. Filing a complaint does not suspend the customer's payment obligation. Lebara will only accept suspension of payment requests in writing and only for the part of the invoice that is disputed with justification.
7. If a debited payment is reversed to the customer in error or if debiting the invoice amount from the customer's bank account is not possible for any reason, the customer is legally in default without further notice of default. Lebara is entitled to charge 1% interest per month from the moment of default, as well as extrajudicial costs equal to 15% (excluding VAT) of the outstanding amount, with a minimum of €40. The customer is also liable for all judicial costs (including costs for legal assistance) incurred by Lebara in connection with the collection of overdue payments. Lebara is also entitled to suspend the (additional) service.
8. Lebara is entitled to transfer all rights and obligations arising from the agreement, including the collection of (overdue) payments, (partly) to another party.
9. Prior to the establishment of the connection or during the term of the agreement, Lebara may require the customer to make an advance payment of an amount to be determined by Lebara, including in the event that the customer incurs unusually

high costs or when Lebara suspects that the customer may not fulfil their payment obligation. Lebara will not owe interest on this advance amount.

10. Any incidental costs related to the agreement and the delivery of the connection, including but not limited to costs of (re-)activation, transferring a telephone number and peripheral devices, may be charged by Lebara before the connection is established. Lebara may charge an activation fee for Lebara Postpaid. This activation fee is a prepaid top-up that can be used for paying the variable part of the fee.

## Fair Use Policy

1. The Fair Use Policy for voice and SMS is an integral part of our General Terms and Conditions and stipulates that, unless otherwise specified, the customer may not exceed normal usage with Lebara. Normal usage is defined in the Fair Use Policy which can be found at <https://simonly.lebara.com/nl/en/rates>. If the customer deviates from the Fair Use Policy, Lebara is entitled to suspend the service or terminate the agreement. The Fair Use Policy is intended to ensure that all Lebara customers can use mobile internet without any interruptions.
2. For a Lebara bundle used in an EU country, a data limit per phone number per 30 days applies from the day the user crosses the border.
3. The data bundle is not intended for use in data-only devices, such as a router or dongle. It is intended for individual use (i.e. not as a hotspot for others). Data usage must not disadvantage other customers or cause hindrance to Lebara's systems or network. The customer is not allowed, for example, to use their connection to continually perform heavy downloads or stream content non-stop.