

General Terms and Conditions

Highlights – the most relevant information

The Codes ordered are sent by email (usually within 30 seconds) and directly visible on screen immediately upon receipt of payment (except for bank transfer, PayPal, Skrill, Sofort, Pay per Minute, credit card). Payments by bank transfer, PayPal, Skrill, Sofort, Pay per Minute and credit card may take 1 to 5 business days to process (dependent on the bank and the method chosen).

You do not receive anything by post. All Codes are sent to you digitally. If you have ordered a wrong Code accidentally, we will aim to find a correct and appropriate solution. Our customer service can be reached seven days a week, for example by email, telephone and live chat. Check our Website for the exact times at which and the methods by which our customer service can be reached. The pictures on the Website are shown only for illustration purposes and to improve recognisability!

Online PrePaid Services sends newsletters to its Customers. These newsletters provide information and include offers that are specifically focused on the products ordered by the Customer. You can unsubscribe from this newsletter by clicking the link in the newsletter or through the Website.

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Article 1. Definitions

In these general terms and conditions, the following terms are defined as stated below:

Code:	the digital code for a service provided by a Partner, which the Customer receives from Online PrePaid Services;
Contract:	a distance contract concluded between the Customer and Online PrePaid Services under a service-provision system organized by Online PrePaid Services, which exclusively uses one or more means of distance communication up to and including the time at which the contract is concluded;
Customer:	any natural person not acting in a professional or commercial capacity who is at least 18 years old and enters into an Agreement with Online PrePaid Services;
Day:	calendar day;
Durable Medium:	any medium that enables the Customer or Online PrePaid Services to store information intended for him or her personally in a way which allows future consultation or use for a period adequate for the purposes of the information and the unaltered reproduction of the information stored;
General Terms and Conditions:	the present general terms and conditions;
Model Withdrawal Form:	the European model withdrawal form included in Annex 1 to these General Terms and Conditions;
Online PrePaid Services:	the legal entity Online PrePaid Services B.V. that offers the Service to the Customer on the Website;
Partner:	the natural or juridical person acting in a professional or commercial capacity that makes the Code for a service available to Online PrePaid Services;
Right of Withdrawal:	the Customer's right to cancel the Contract within a period of 14 (fourteen) Days from the date on which the Agreement is concluded up to and including the time of delivery of the Code;
Service:	the issue of the Code by Online PrePaid Services;
Website:	www.startselect.com

Article 2. Identity of Online PrePaid Services B.V. and Customer Service

The enterprise: Online PrePaid Services B.V.

Place of business: Hoevenweg 19, 5652AW Eindhoven

Telephone number: 088-0151400

Email address: info@onlineprepaidservices.com

Chamber of Commerce number : 52837610

VAT identification number: NL8506.220.74.B.01

For all questions and comments, the customer can reach the Customer Service of Online PrePaid Services in the following ways:

- By email: support.uk@onlineprepaidservices.com
Monday to Friday: 8 a.m. – 10 p.m.
Saturday and Sunday: 10 a.m. – 10 p.m.
- By Live Chat, Twitter and Facebook:
Monday to Friday: 8 a.m. – 10 p.m.
Saturday and Sunday: 10 a.m. – 10 p.m.
- By telephone: 088 0151400
Monday to Friday: 8 a.m. – 5 p.m.
Saturday and Sunday: closed
- By post:
Online PrePaid Services B.V.
Hoevenweg 19
5652 AW Eindhoven

On public holidays there are adjusted customer service hours of operation. The adjusted hours are listed on the Website.

Article 3. Scope of Application

- 3.1. These General Terms and Conditions apply to all offers made by Online PrePaid Services, to the Service and to all Contracts concluded between Online PrePaid Services and the Customer.
- 3.2. Before the Contract is concluded, the text of these General Terms and Conditions is made available to the Customer by electronic means. The Customer is also given the opportunity to store the text of the General Terms and Conditions on a Durable Medium in a simple way or to print it out. If this is not reasonably possible, it is indicated, before the Contract is concluded, where the General Terms and Conditions can be consulted. At the Customer's request, the General Terms and Conditions are sent to the Customer by electronic means or in another way free of charge.
- 3.3. These General Terms and Conditions have been filed with the Chamber of Commerce in Eindhoven, where they are available for inspection.
- 3.4. Where any specific terms and conditions of Partners are applicable, for example, an end-user licence agreement, Article 3.2 is equally applicable and in the event of any inconsistency between

general or specific terms and conditions, the Customer may at all times invoke the applicable provision that is the most favourable to him or her.

Article 4. Offers

- 4.1. Offers include a full and accurate description of the Service offered. This description is sufficiently detailed to enable the Customer to assess the offer.
- 4.2. If Online PrePaid Services uses pictures on its Website, these are a truthful representation of the Service and/or Code offered. However, the pictures are shown only for the purposes of illustration and recognisability. Obvious errors or mistakes in the offer are not binding on Online PrePaid Services.
- 4.3. If an offer is valid for a limited period or is made conditionally, this is expressly stated in the offer.

Article 5. Prices

- 5.1. The prices for the Services mentioned on the Website apply to the Agreement. Online PrePaid Services is not bound by any price mentioned on the Website if it is based on an obvious error or mistake.
- 5.2. The prices on the Website are inclusive of VAT and any other taxes.

Article 6. Order Procedure and the Contract

- 6.1. Before placing an order at the Website, the Customer must create an account. For this purpose, the Customer must enter the name and an email address on the Website. The Customer himself or herself is responsible for providing the correct name and email address.
- 6.2. Online PrePaid Service at all times reserves the right to refuse the Customer's application.
- 6.3. During the order procedure on the Website, the Customer must enter his or her account details and choose a specific payment method. The Customer himself or herself is responsible for ordering the correct Code.
- 6.4. In placing an order on the Website, the Customer guarantees the following:
 - a. he/she has reached the age of 18 or has the consent of the parents or statutory representatives; and
 - b. he/she is duly authorized to enter into the Contract.
- 6.5. Subject to the provision of Article 6.8, the Contract is concluded when the Customer accepts the offer and satisfies the conditions concerning the Contract by clicking the order button during the order procedure on the Website.
- 6.6. After the Customer has accepted the offer, Online PrePaid Services sends an email to the email address specified by the Customer for the purpose of confirming the Contract. As long as Online PrePaid Services has not confirmed the receipt of this acceptance, the Customer is entitled to terminate the Contract.
- 6.7. Online PrePaid Services will take appropriate technical and organizational measures to protect the electronic transmission of data and ensure a safe web environment.
- 6.8. Online PrePaid Services may – within statutory limitations – ascertain whether the Customer can fulfil his or her payment obligations as well as enquire after all those facts and factors that are important to concluding the Contract in a responsible manner. If, by virtue of this enquiry, Online PrePaid Services has good grounds not to enter into the Contract, it is entitled to refuse an order or attach special conditions to its execution.
- 6.9. At the time of the delivery of the Service to the Customer at the latest, Online PrePaid Services will send the following information to the Customer, in writing or in such a manner that the Customer

may store it on a Durable Medium in an accessible format, if such information has not already been provided on a Durable Medium prior to the conclusion of the Contract:

- a. the conditions under which and the manner in which the Customer may exercise the Right of Withdrawal or a clear statement on the exclusion of the Right of Withdrawal;
- b. if the Customer has a Right of Withdrawal, the model withdrawal form;
- c. the confirmation of the express prior permission for starting the performance of the Contract and the Customer's statement that he or she will lose his or her Right of Withdrawal as soon as the Contract has been fully performed by Online Prepaid Service.

Article 7. Payments

- 7.1. Given the nature of the Service, the Customer is required to pay the price in full before the delivery of the Service by Online PrePaid Services.
- 7.2. The Customer may choose various payment methods. At the start of the payment procedure and before the conclusion of the Contract, the Customer is informed about the various payment methods. Depending on the payment method chosen, additional transaction costs may be charged for this purpose. This is clearly communicated to the Customer during the order procedure and before the conclusion of the Contract.
- 7.3. Given the nature of the Service, the Customer cannot pay in instalments, nor is possible to work with a system of down payments.
- 7.4. Online PrePaid Services reserves the right to refuse the supply of the Service, being the supply of a Code, despite payment by the Customer, without giving reasons. In that case, Online PrePaid Services will not collect the payment made by the Customer or it will refund the payment made.
- 7.5. In the event of termination in accordance with Article 6.6 or Article **Fout! Verwijzingsbron niet gevonden.**, or if the Customer exercises his or her Right of Withdrawal in accordance with Article **8Fout! Verwijzingsbron niet gevonden.**, Online PrePaid Services will reimburse the amount the Customer has paid as soon as possible, but within 14 (fourteen) Days of the Day on which the Customer has notified Online PrePaid Services of the termination or withdrawal.
- 7.6. Online PrePaid Services will use the same payment method as the Customer has used for his or her payment, unless the Customer agrees to another method. The Customer will not be charged for this repayment.

Article 8. Right of Withdrawal

- 8.1 Until the time of delivery of the Service to the Customer, being the delivery of the Code, the Customer may terminate the Contract without stating any reasons until a period of 14 (fourteen) Days has expired from the Date of the conclusion of the Contract.
- 8.2 If the Customer exercises his or her Right of Withdrawal, he must notify Online PrePaid Services thereof within the period stated in Article 8.1 by using the Model Withdrawal Form included in Annex 1, or in another unequivocal manner.
- 8.3 The risk and the burden of proof for the correct and timely exercise of the Right of Withdrawal rests with the Customer.
- 8.4 Online PrePaid Service will send the Customer a confirmation of receipt immediately after it has received the notification of the Right of Withdrawal.

Article 9. Exclusion of Right of Withdrawal

- 9.1 The Customer loses the Right of Withdrawal once the Service, being the Code, has been supplied.
- 9.2 This exclusion from the Right of withdrawal applies only if:

- a. the performance of the Contract has started with the explicit prior consent of the Customer; and;
- b. the Customer had declared that he or she waives his or her Right of Withdrawal once Online PrePaid Services has supplied the Service and has performed the Contract.

Article 10. Delivery of Service

- 10.1 The email address the Customer has communicated to Online PrePaid Services is regarded as the place of delivery of the Service. Online PrePaid Services bears no responsibility for the provision of an incorrect email address by the Customer.
- 10.2 Online PrePaid Services will immediately, in any case within one (1) hour after receipt of the payment by the Customer, send the Code to the Customer. Accordingly, the period of delivery depends on the payment method chosen. Bank transfers, PayPal, Skrill, Billpay and credit card can take 1 to 5 business days to process (depending on the bank and methods chosen).
- 10.3 If the Code is not delivered within the period specified in Article 10.2, or if the Contract cannot be executed or can only be executed in part, Online PrePaid Services will notify the Customer thereof no later than two (2) Days after receipt of the payment. In this case the Customer has the right to terminate the Contract free of charge and Online PrePaid Services will reimburse the amount the Customer has paid as soon as possible, in any case within 14 (fourteen) days following the Day on which the Customer has notified Online PrePaid Services of the termination.

Article 11. Conformity

- 11.1 Online PrePaid Services warrants that the Service satisfies the Contract, the specifications referred to in the offer, reasonable requirements of reliability and/or usability and the statutory provisions and government regulations existing at the date of the conclusion of the Contract.
- 11.2 If, after the delivery of the Code, the Code proves to be invalid, cannot be activated or does not work, the Customer will subsequently receive a valid Code. The Customer must in this case contact the Customer Service in one of the ways stipulated in Article 2.
- 11.3 If the Customer has ordered a wrong Code, then, as long as the Code has not been used by the Customer, a correct and appropriate solution will be sought in consultation with Online PrePaid Services. In this case the Customer must contact the Customer Service as soon as possible in the ways specified in Article 2.

Article 12. Complaints Procedure

- 12.1 Online PrePaid Services has a complaints procedure in place and handles complaints in accordance with this complaints procedure.
- 12.2 Complaints about the execution of the Contract must be submitted to Online PrePaid Services promptly, fully and clearly defined in one of the ways specified in Article 2, after the Customer has observed the relevant defects.
- 12.3 Complaints submitted to Online PrePaid Services will be taken up and addressed by Customer Service as soon as possible (depending on the opening hours of the Customer Service in relation to the time of submission of the complaint).

Article 13. Governing Law

- 13.1 Contracts between Online PrePaid Services and the Customer to which these General Conditions apply are exclusively governed by Dutch law. This does not prejudice the fact that the Customer also enjoys the protection of the mandatory provisions of the law of the country of the Customer
- 13.2 All disputes relating to or arising under offers made by Online PrePaid Services or under a Contract are to be submitted to the District Court Oost-Brabant, unless the law expressly provides for another competent court.

Annex 1:

Model withdrawal form

- To: Online PrePaid Services B.V.
Hoevenweg 19,
5652AW Eindhoven

Email: info@onlineprepaidservices.com

- I/We* hereby give notice that I/We* withdraw from my/our* contract of sale of:
 - o the Code [description of the Code]

- Ordered on [date]

- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(1) Delete as appropriate