



MULTI-SIM TERMS AND CONDITIONS

We are Baxtech Services Ltd (trading as "Ruralview") a limited company registered in England and Wales (registered number 12649846) and whose address is at 27 St. Lukes Road, Maidstone, Kent, United Kingdom, ME14 5AS.

These terms apply to the supply of Ruralview Pay As You Go Simcards to you.

Your attention is drawn in particular to the sections concerning our liability to the customer set out in clause 14.

In these terms these words have the following meaning:

order: your order for a PAYG Sim.

our website: <https://ruralview.uk/>.

PAYG Sim: the Pay As You Go Simcard we supply to you.

PAYG Sim service: the data usage service you receive via the PAYG Sim.

terms: these terms and conditions.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

1. CONTACTING US

- 1.1 How you can contact us.** You can contact us by telephoning us on 0330 0437 309 or by writing to us at hello@ruralview.uk.
- 1.2 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.

2. GETTING A PAYG SIM

- 2.1 How do I get a PAYG Sim?** You can receive a PAYG Sim in two ways:
- 2.1.1** When you purchase a 4G security camera from our website we will, at no additional cost, provide you with one PAYG Sim for each 4G security camera. For the avoidance of doubt, you do not need to place a separate order for the PAYG Sim(s) if you have ordered a 4G security camera from us. We will deliver the PAYG Sim at the same time we deliver the 4G security camera to the delivery address you provide at the time of your order of the camera; or
- 2.1.2** You can place a separate order for a PAYG Sim via our website. We will deliver the PAYG Sim to the delivery address you provide at the time of your order.

3. REGISTERING A PAYG SIM

- 3.1 Registering a PAYG Sim.** Your PAYG Sim will be delivered with an information pack which provides instructions on how to set up your profile and register the PAYG Sim.

- 3.2 These terms come into existence when you pay the subscription fee.** These terms shall come into existence and become binding on you and us, when you make the first payment of the subscription fee in accordance with clause 6.3.

4. PAYG SIM SERVICE

- 4.1 Streaming usage.** Your subscription plan will provide you with a streaming usage limit which will be displayed as "streaming hours" on your profile on our website. This tells you how much streaming time you have within your streaming usage limit.
- 4.2 The streaming hours you actually receive will vary according to the amount of data you use.** The amount of data you use may impact on your streaming time. The more data you use, the quicker your streaming hours will decrease. The quality at which you stream (for example high definition versus standard definition), the connection quality on your streaming device, and alerts and updates, may affect your streaming time. Please note that our 4G security cameras use a small amount of data even when you are not accessing the stream on your streaming device.
- 4.3 No guarantee on the service level.** The PAYG Sim is a multi-network sim meaning that the PAYG Sim will access many or all of the networks available in a given location and unlike common single network SIM cards, they are not restricted to one network. We do not guarantee that the network service you receive will not be interrupted, delayed or fault-free.
- 4.4 Use exclusive to Ruralview 4G security cameras.** You must only use the PAYG Sim within the 4G security cameras which we supply to you.

5. PURCHASING ADD ONS

- 5.1 Add-ons available on our website.** Our website shows add-on products which enhance your PAYG Sim streaming usage specification.
- 5.2 Ordering add-ons.** You can purchase add-on products by placing an order on our website. Your order will be accepted when you have paid for the add-ons via the website.

6. CHARGES AND PAYMENT

- 6.1 No charge for delivery.** Unless we tell you otherwise at the time of your order, we do not charge you to deliver the PAYG Sim to you.
- 6.2 We charge a subscription fee.** We charge you a subscription fee to use the PAYG Sim. During the PAYG Sim registration process (see clause 3.1) you will be asked to choose a subscription type (for example monthly or annual).
- 6.3 Paying the subscription fee.** Payments for the subscription fee are made by credit or debit card. Card transactions will be processed and secured by our online payment provider, Seal Subscriptions (www.sealsubscriptions.com). Depending on the type of subscription you have opted for you will be charged the subscription fees at the intervals shown on your profile on our website.
- 6.4 Paying for add-ons.** Payments for the add-ons are made by credit or debit card. Card transactions will be processed and secured by our online payment provider, Shopify (www.shopify.com/uk).
- 6.5 Right to suspend for non-payment.** If you do not make a payment owed to us on time, these terms and the provision of the PAYG Sim service may be suspended from the payment due date. Alternatively we may end these terms in accordance with clause 11.
- 6.6 We may use a collection agency.** We may use a collection agency to recover any amount owing to us.
- 6.7 Right to charge interest for late payment.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

7. EVENTS OUTSIDE RURALVIEW'S CONTROL

- 7.1 No liability for events outside our control.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these terms that is caused by an event outside of our control.
- 7.2 What is an event outside of Ruralview's control?** An event outside of Ruralview's control means any act, event or situation beyond its reasonable control. The following are examples of acts, events or situations which are not within our reasonable control:
- 7.2.1** where Ruralview encounters unforeseen technical problems;
 - 7.2.2** where a third party network provider encounters unforeseen technical problems;
 - 7.2.3** for some other unforeseen or unavoidable event or situation which is beyond WSGD's control, including but not limited to strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, or failure of public or private utilities or telecommunications networks.
- 7.3 Suspension of PAYG Sim service.** Where an event outside of Ruralview's control occurs we will let you know as soon as reasonably possible and we will normally attempt to recommence performing the PAYG Sim service as soon as the situation which has stopped it providing the service has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue providing the PAYG Sim service.

8. YOUR LEGAL RIGHT TO CHANGE YOUR MIND

- 8.1 14-day cooling off period.** You have a 14-day cooling off period where you may cancel the PAYG Sim service. If you change your mind about the PAYG Sim service you must let us know no later than 14 days after the day we deliver the PAYG Sim to you and we will refund the amounts you have paid. Please note that by registering the PAYG Sim you accept these terms and agree that the PAYG Sim service may start before the end of the cooling-off period, in which case you cannot change your mind.
- 8.2 How to let us know.** If you change your mind, please let us know by either:

8.2.1 Phone or email. Call us on 0330 0437 309 or write to us at hello@ruralview.uk. Please provide your name and address.

8.2.2 By post. Complete the [cancellation form](#) and post it to us at the address on the form.

8.3 When and how we refund you. We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We do not charge a fee for the refund.

9. YOU CAN END AN ON-GOING SUBSCRIPTION

9.1 Ending a subscription. You can end the subscription at any time by cancelling through your profile on our website. Please note you will not be entitled to a refund of any subscription fees you have paid for the subscription plan.

10. PROBLEMS WITH THE PRODUCTS OR SERVICES

10.1 Raising a complaint. In the unlikely event that our products have not been provided to your reasonable satisfaction, please contact us by telephoning us on 0330 0437 309 or by writing to us at hello@ruralview.uk. We will make reasonable efforts, within the authority we have, to find a suitable remedy. If you are still not satisfied with our response and you wish to complain, please refer to our [Complaints Procedure](#) at the bottom of these terms.

10.2 Your legal rights. You have legal rights in relation to the products and services that you purchase from us. Advice about your legal rights is available from your local Citizen's Advice Bureau (www.adviceguide.org.uk) or Trading Standards office (www.gov.uk/find-local-trading-standards-office).

11. OUR RIGHT TO END THE CONTRACT

11.1 Our right to end these terms. We may end the contract with you at any time by writing to you if:

11.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or

11.1.2 you use the PAYG Sim in a device which is not a 4G security camera which we have supplied to you.

11.2 Payment of outstanding invoices. Upon these terms coming to an end you must immediately pay any outstanding invoices for any sums which are owed to us under these terms.

12. HOW WE USE YOUR DATA

12.1 How we use your personal information. We will only use your personal information to provide the PAYG Sim and the PAYG Sim services to you and shall do so in accordance with our Privacy Policy.

13. OWNERSHIP

13.1 Intellectual property in the PAYG Sim. The intellectual property in the PAYG Sim (including the software) (IPR) does not belong to you and is supplied to you, under licence, by us for proper use with the PAYG Sim services only. We may change the IPR. You may not copy any of the IPR. If these terms are ended, for whatever reason, or if we change the IPR, you must destroy the PAYG Sim or return it to us, as we may request.

14. OUR RESPONSIBILITY TO YOU

14.1 Our liability to you. We are responsible for losses you suffer caused by us breaking this contract unless the loss is:

14.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

14.1.2 **Caused by a delaying event outside our control.** As long as we have taken the steps set out in Clause 7.3.

14.1.3 **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

14.1.4 **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession.

15. CHANGING THESE TERMS

15.1 Changing the PAYG services and these terms. We may make changes to the PAYG services and these terms, including to introduce new terms and conditions and charges for the PAYG services, at any time for one or more of the following reasons, acting reasonably:

15.1.1 if we introduce new services, features or benefits;

15.1.2 to update, upgrade, enhance or modify the PAYG Sim services;

15.1.3 if the costs to us of providing the PAYG Sim services or running our Ruralview goods and services and business increases;

15.1.4 to reflect changes and developments in technology;

15.1.5 to reflect changes in laws, regulations or regulatory guidance applicable to us; and

15.1.6 to make the terms clearer or easier to understand.

15.2 We will notify you of any changes in the PAYG services or terms by giving you not less than one month's notice, unless the proposed change is exclusively to your benefit, is of a purely administrative nature and has no negative effect on you, or is directly imposed by law, in which case we will give you reasonable notice.

15.3

16. OTHER IMPORTANT TERMS

16.1 **We may transfer its rights and obligations.** Ruralview may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and it will ensure that the transfer will not affect your rights under these terms.

16.2 **You need our consent to transfer your rights and obligations.** You may only transfer your rights or your obligations under these terms to another person or organisation if we agree to this in writing.

16.3 **Third party rights.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

16.4 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

16.5 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

16.6 **Governing law and jurisdiction.** These Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

OUR COMPLAINTS PROCEDURE

Ruralview is committed to providing a reliable and efficient service for its customers.

Unfortunately, there may be occasions when our customers may not be happy with the goods and/or services we have provided. This complaints policy enables us to work with you to efficiently resolve any issues you may be having and to ensure we can move forward by improving our service, both to you and our other customers.

Ruralview's policy is to ensure that all complaints are treated fairly, confidentially and effectively. In addition, complaints will be registered to an appointed person and monitored by them to ensure you are kept informed on a regular basis and that a final response is sent as soon as possible.

This complaints policy is solely for use where you are unhappy with the service you have received, and not for any other purpose.

I have a complaint. What do I do?

It is important you let us know that you are dissatisfied with the goods and/or service we have provided as soon as possible. If you have a complaint you must email us at hello@ruralview.uk (fill the subject line with 'Complaint About Services') or telephone 0330 0437 309.

Our Complaints Manager will be designated to handle the complaint and you will be advised of this person's name. They will contact you to acknowledge that your complaint has been received and is being looked into.

The Complaints Manager may contact you to find out more about the complaint and to clarify any points which are not clear.

Customers are invited to contact the Complaints Manager if they have any questions or queries, or if they wish to enquire about the progress of the complaint.

The Complaints Manager shall endeavour to resolve your complaint as quickly as possible and at the least within seven working days.



In the unlikely event Ruralview is not able to provide a final response within this time, we will advise you why the complaint has not yet been resolved and communicate an anticipated final response date. If further information is required before the complaint is settled, Ruralview will ensure that the requests for such information are sent within reasonable time limits that are communicated to, and if necessary agreed with, you.

I am dissatisfied with the way my complaint has been handled. What do I do?

If at any time you are dissatisfied with the handling of a complaint at any time, you should inform Ruralview by writing to Managing Director at Ruralview, Baxtech Services Ltd, 27 St. Lukes Road, Maidstone, Kent, United Kingdom, ME14 5AS or by emailing hello@ruralview.uk.

The Managing Director will investigate the matter and ensure a response is sent to you within fourteen working days.