These words have the following meanings in these Terms of Use:

01 Definitions

Account means the unique account in which we record and store a User's information, service usage, data balance and charges that are related to the purchase and use of FlexiRoam service.

Agreement means the agreement between You and us for which these Terms of Use will apply.

Charges means the subscription and data roaming package fees charged to Users for subscribing and using FlexiRoam Services. These charges are available on the FlexiRoam App and may be updated from time to time.

Data means the amount of Purchased Data and Promotional Data that we credit to the User's Account when the User either purchases additional data using our preferred payment methods or earns Promotional Data via the features in the FlexiRoam App.

FlexiRoam means an international roaming service provider.

FlexiRoam Service means an international roaming service that enables User access to FlexiRoam's data networks while travelling overseas.

FlexiRoam Starter Pack means the FlexiRoam SIM Card or FlexiRoam eSIM that enables access to FlexiRoam's global data networks.

FlexiRoam SIM Card means the 3-in-1 SIM card owned and issued by us to User on a limited license basis that enables access to FlexiRoam's global data networks.

FlexiRoam eSIM means the embedded eSIM owned and issued by us to User on a limited license basis that enables access to FlexiRoam's global data networks.

FlexiRoam App means the proprietary mobile application that a Cardholder downloads to manage and utilize their FlexiRoam Account.

User means a FlexiRoam user.

Data Plans means the various data plans that can be purchased via FlexiRoam App or through other authorised sales channels.

Promotional Data means the data that has been credited to Users via marketing campaigns by FlexiRoam and / or its marketing partners.

Purchased Data means the data that has been purchased by User via FlexiRoam App or through other authorised sales channel provided by us.

Program means the Global Data Roaming by FlexiRoam program.

Services means the data roaming products and services promoted on the Website and through partners (collectively, the "Services"). Data Plans is required to use the Services. FlexiRoam may require proof of identity prior to the sale of or use of the Services. Eligibility restrictions, if any, will be noted when You register for each Service. FlexiRoam will keep a record of all the information related to the Services provided to User.

Website means information stated at https://mastercard.flexiroam.com/

Card means a Mastercard® card issued by an Issuer.

Card Account means participating Issuer's Mastercard Card Accounts.

Issuer means participating Mastercard Issuer.

02 Parties to the Program

The Program is provided on behalf of Mastercard by FlexiRoam Asia Limited and its affiliates ("we/us/our" throughout this agreement). This agreement becomes valid on Your accessing the Program by entering your 16-digit Card number in the FlexiRoam App to redeem the benefit. By entering into this agreement, You agree that You are legally capable of entering into a binding contract and you are at least 18 years old. You hereby agree to be bound by the Terms and Conditions (including and not limited to our Privacy Policy) as stated in our Application and on our website at https://www.flexiroam.com/en-us/terms-and-conditions & https://www.flexiroam.com/en-us/privacy-policy.

03 Eligibility

To access this service You must redeem the Global Data Roaming by FlexiRoam Program via FlexiRoam App.

Mastercard has provided each Card Account with 1 redemption per eligible Card per calendar year. For clarity, if the Card Account consists of more than one card (for example, an additional card or a joint card), only one of those cards is eligible for the 1 redemption per calendar year.

The Program is provided at our discretion and only Cards enrolled in the program are eligible for redemption of this benefit.

04 How to Use the Program

You will become eligible for the Program once You've registered Your Card through the FlexiRoam App. We reserve the right not to provide the Program to You if You fail to accurately register Your details.

You can redeem with Your eligible Card where the Issuer has enrolled the Card into the program. If You try to redeem the benefit with a card that does not meet these conditions, You will not be able to do so.

For Users new to FlexiRoam: Upon successful redemption, You will be given a choice of 1 of 2 FlexiRoam Starter Packs:

- FlexiRoam SIM Card, or
- FlexiRoam eSIM, and
- Promotional Data.

Only one FlexiRoam Starter Pack redemption will be provided per registered FlexiRoam User in the FlexiRoam App.

For existing FlexiRoam Users: If You use an existing FlexiRoam Account which is already linked to a FlexiRoam SIM Card or eSIM to redeem the benefit, You will only receive the Promotional Data.

If You have multiple Cards eligible for the Program, You can enter these respective Card numbers to redeem the Promotional Data on every eligible Card. Please note that only Users new to FlexiRoam, without a FlexiRoam SIM Card or eSIM linked to their FlexiRoam Account, will be able to claim a FlexiRoam Starter Pack.

You are responsible for Your own devices (such as handsets and other such devices that are used along with FlexiRoam Starter Pack that enables access to FlexiRoam Services and its proper configuration and installation, in compliance with any regulations and applicable instructions by us or Your device's manufacturer).

You are also responsible for all preparations required to install, initiate and halt FlexiRoam, such as the installation of the FlexiRoam App, setting up of FlexiRoam Starter Pack and setting the adequate protocols as laid out in the User Guide https://gdr.flexiroam.com/user-guide.

You also agree to take responsibility to ensure the device in use is unlocked and compatible with FlexiRoam Starter Pack. Please check device compatibility here and directions to unlock Your device here.

Subject to successful redemption and installation, the Program will provide You with data roaming access via FlexiRoam data network in the event that our system identifies that Your device has connected to FlexiRoam network. The Promotional Data is subject to its start date and end date, meaning the Data cannot be used before the plan has started and once the plan expires.

Only the named User's Account in the Program email confirmation will be eligible for data roaming access.

The Program is provided to You on a non-transferable, non-refundable and non-changeable basis.

The Promotional Data start date cannot be amended once User has started the plan via the FlexiRoam App.

By accessing the FlexiRoam network, You agree to abide by the rules and policies of the network.

05 Price and Payment

Eligible Card Accounts receive one complimentary data plan upon redemption.

Should you wish to purchase additional data plans, they will be subject to additional respective prices. FlexiRoam shall provide a 20% discount on all data plans to all eligible Card Accounts. The discount will be applied during payment with an eligible Card through the FlexiRoam App.

In the event where FlexiRoam offers a higher discount in any of their direct In-House promotions, then the relevant Card Account holder shall be entitled to receive the higher value promotion of the two by entering a promotional code to be provided by FlexiRoam.

06 Provision of the Services

You acknowledge that this Agreement is subject to different network service levels and agreements that currently exist between the mobile phone networks and that they are outside of our control. We shall endeavour to provide the Services at all times and we warrant to You that the Services will be provided using reasonable care and skill. Nevertheless, any warranties we provide to You shall not apply to any third party services that You may access through the Services.

We may, from time to time and without notice, change the Services in order to comply with any applicable safety, service improvement, regulatory or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for us.

07 Liability

For the avoidance of doubt, neither we nor Mastercard have any obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise beyond that of a duty to exercise reasonable skill and care in delivering our Services.

If the provision of the Services is prevented or delayed by any act or omission caused by You or any third party, neither we nor Mastercard shall be liable for any liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable legal fees) for injury to or death of any person or damage to or destruction of any property arising or incurred directly or indirectly from such prevention or delay.

Nothing in these Terms of Use limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Australian consumer protection legislation, including the Australian Consumer Law. Except for any liability that cannot by law be excluded, including Non-Excludable Guarantees, we exclude all liability whatsoever whether in contract, tort (including negligence or breach of statutory duty) or otherwise for the acts or omissions of other providers of telecommunications services or for faults in or failures of the Service.

Further, except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, neither we nor Mastercard shall, in any event and under any circumstances, be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business, revenue or anticipated savings or for any indirect or consequential loss, arising out of the Services.

Neither we nor Mastercard shall be liable for any breach of this Agreement caused by Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government or other competent authority, industrial disputes of any kind, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom we are not responsible which includes, but is not limited to, third party operators whom we may use in order to provide our Services, or any other cause whether similar or dissimilar or outside our reasonable control. Upon the happening of a force majeure event, we may elect to terminate this Agreement or the Service or any part thereof or suspend the performance of this Agreement in whole or in part for the duration of the delaying period.

By redeeming this benefit, You further acknowledge that Mastercard is neither responsible for nor guarantees the quality, security or availability of FlexiRoam’s services, and You agree that use of the benefit is at Your own risk.

You agree that You will defend and indemnify Mastercard, FlexiRoam Limited, their respective affiliates and directors, officers, employees and agents (collectively 'the indemnified parties') against and hold each indemnified party harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable legal fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of the Program by You, except that such indemnification shall not extend to acts of gross negligence or wilful misconduct by the indemnified parties.

08 Term and Cancellation

All eligible Cards must be registered through the FlexiRoam App. Card Accounts are limited to 1 redemption per calendar year. Renewal of the Program upon the expiry of the Data Plan on 31 December of each calendar year of the Program, requires the Card Account holder to redeem the benefit again via the FlexiRoam App.

09 Notices

You accept that communication with us will mainly be electronic. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that we provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.

10 Right to Amend and Revoke This Agreement

We have the right to amend or terminate this agreement with immediate effect at any time.

11 Customer Service

If You have a complaint about any aspect of the Program, please contact our customer service team. Contact details are: globaldataroaming@flexiroam.com.

Upon receiving a customer complaint we will confirm a final response or let You know when a final response can be expected. Our aim is to get it right, first time every time. If we make a mistake, we will try to put it right promptly.

12 Your Obligations

You are responsible for providing accurate and complete information to us about yourself and any other person whose personal information you provide us and for updating this personal information as and when it becomes incorrect or out of date by contacting FlexiRoam via globaldataroaming@flexiroam.com. This obligation is a condition to the provision of our Products and/or Services to you and/or any other person authorized or permitted by you or your organization/company to use our Products and/or Services.

In the event you may need to provide us with personal information relating to third parties (for example about your spouse or children or where you are the designated person in charge (from an organization or company) for dealing with us, if you are acquiring and are responsible for a service and/or product that they will use), you confirm that you have:

- Obtained their consent or otherwise entitled to provide their personal information to us and for us to use accordingly, and
- Informed them to read this Privacy Statement at our website at www.flexiroam.com/privacy-policy

The types of Personal Data included in the Customer Personal Data that Mastercard Processes Purposes are the following:

- First and last name
- Address
- Email address

To support delivery of Mastercard's services, FlexiRoam engages third parties as sub-processors to process your personal data. The following exhibit provides the information of the identity, location and the role of each sub-processors.

EXHIBIT: SUB-PROCESSORS

Name and address of Sub-Processor	Location(s) where Personal Data are stored or from which Personal Data are accessed by the Sub-Processor	Description of Processing
Amazon Web Services (AWS) Singapore	Singapore (ap-southeast-1)	Cloud hosting services for Data

13 Other Important Terms

We may transfer our rights and obligations under these Terms to another organisation, and we will always notify You in writing if this happens, but this will not affect Your rights or our obligations under these Terms.

This contract is between You and us. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we fail to insist that You perform any of Your obligations under these Terms, or if we do not enforce our rights against You, or if we delay in doing so, that will not mean that we have waived our rights against You and will not mean that You do not have to comply with those obligations. If we waive a default by You, we will only do so in writing, and that will not mean that we will automatically waive any later default by You.

This Agreement and the transactions contemplated by this Agreement are governed by the law in force in New South Wales, Australia without reference to any principle of conflict of laws. Disputes arising out of or related to this Agreement shall be subject to the jurisdiction of the courts of New South Wales, Australia.

Other terms stated at https://gdr.flexiroam.com/terms-of-use apply.