



ENGLISH ▼ ACTIVATE (/ACTIVATE) RECHARGE (/RECHARGE) LOGIN ▼

How It Works (<http://www.chatsim.com/how-works>) What's ChatSim? (<http://www.chatsim.com/chatsim>) Plans (<http://www.chatsim.com/plans>) Compatible Apps (<http://www.chatsim.com/applications>) Coverage & Credits (<http://www.chatsim.com/coverage>) Support (/support)

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1. Contract Subject

ChatSim S.r.l., with registered office in Piazza Luigi di Savoia, 22 - 20129 - Milan - Italy, VAT and Tax Code no. 09088330965, is a reseller of international mobile and land-line phone and data traffic (the "Company").

These General Terms and Conditions of Contract (hereinafter, the "Conditions") govern the relationship between the Company and the Customer with regard to the Activation of a SIM card called ChatSim at a fixed activation cost and yearly or monthly fees indicated on www.chatsim.com (<http://www.chatsim.com>).

The use of ChatSim guarantees, through the use of the APN chatsim, the reception/transmission of mobile data solely for the purpose of using compatible instant messaging applications listed on www.chatsim.com (<http://www.chatsim.com>) and, through the use of the APN chatsim2 the access to the internet services in the market (collectively, the "Services").

The payment of the annual or monthly fees entitles the Customer with no further costs to exchange text messages and emoji only, except for emoji classified as "images" by mobile devices. The purchase of additional recharges entitles Customers to exchange multimedia content as well, such as photos, videos, voice messages, etc. and to access to the internet services in the market at the rates published at www.chatsim.com. Text messages and emoji sent with supplementary recharges will be discharged from the remaining credit.

In addition to these Conditions, the relationship between and the Company and the Customer is governed by the Privacy Policy, the terms of the selected rate plan and any applicable options and/or special offers (hereinafter collectively referred to as the "Contractual Terms"). The Company reserves the right to modify at any time these Conditions and Contractual Terms, communicating any contractual changes at least 30 (thirty) days before these take effect. It is understood that the Customer may withdraw therefrom according to Article 13 below.

These Conditions and Contractual Terms are published on the Internet at www.chatsim.com where one can consult the territories covered by the Services (hereinafter, in the singular, the "Territory"). These Contractual Terms and Conditions are valid 12 months as from July 20, 2017 and shall be renewed tacitly for periods of equal duration.

2. Customer request and activation

The Customer submits a subscription proposal to the Company, specifying the selected rate plan, it being understood that the subscription proposal must be received by ChatSim within 12 (twelve) months from the payment of the fixed activation rate as per Article 1 above under penalty of the expiration of the assigned ChatSim. The proposal is accepted with the activation by the Company of the ChatSim and its connection to the network. The Company shall activate the ChatSim and/or any additional services within 72 (seventy two) hours from the activation request. For this purpose, Customers must provide, under their own responsibility, proof of identity, of tax code (if resident in Italy), and of their address or residence as well as Customers must also provide a mobile number to associate with the ChatSim card. ChatSims lacking any required documents shall be deactivated with the loss of the assigned number, In the event that said term for activation is not met, the Company shall refund the Customer the fixed activation charge specified in Article 1 as set out in Article 8 of the Service Charter.

3. Provision of Services

The Company strives to ensure an adequate level of provision of its Services, according to the quality levels set out in the Service Charter available at <http://www.chatsim.com/it/carta-dei-servizi> (<http://www.chatsim.com/it/carta-dei-servizi>).

In the event that the said quality levels are not temporarily ensured by the Company due to its own fault, the latter undertakes to refund the fraction of the annual rate set out in Article 1 above and calculated based on the actual length of the inconvenience by issuing a free ChatSim recharge of the same amount as the said fraction. This shall be credited to the Customer within 30 (thirty) days from his/her request. The Customer acknowledges that: the Services may not have an homogeneous coverage of the Territory extended to all specific areas of the Territory, with no warranty of 4G covering due to technical reasons as to the mobile devices use by Client and/or the Sim cards utilized by the same and/or the network covering insured by the local mobile data and telephony operators; international roaming coverage may be subject to significant changes, either temporary or permanent; the Company may discontinue its services, either fully or in part, at any time and without notice due to planned/extraordinary maintenance, upgrade and/or change of the networks used and of other technological infrastructure used to provide the Services. In such cases, the Company shall not be liable for losses, damages, or inconvenience suffered by the Customers. Moreover, the Company is not liable in any way whatsoever for disservice and/or malfunction, and/or service discontinuance due to causes not ascribable to the Company. Although the Company takes utmost care and implements all possible safety measures in compliance with applicable regulations, it cannot guarantee absolute protection of its networks against unauthorized accesses or tapping and is not therefore liable, should these occur. The Company may request the collaboration of third parties in the execution of its contract obligations.

4. Customer Obligations

Customers undertake to use the Services in accordance with applicable laws and regulations and these Conditions and Contractual Terms. Customers are responsible for the use of the Services, as well as the use thereof made by third parties with their consent. Customers are to inform the Company immediately of any abnormal and/or unauthorized use of the Services. Customers are also responsible for the radio mobile devices used and more specifically for compatibility of these with the networks and services used.

5. Rates

In addition to the provisions of Article 1, the current applicable rates are published on the Internet at www.chatsim.com. All rates are always subject to adjustments due to variations in foreign exchange rates. All rates may be varied at any time by the Company and the Customer is therefore entitled to withdraw according to Article 13 below. Customers grant their consent to receive via email electronic invoices related to the rates, taking care of their print on paper files.

6. ChatSim

On delivery of the ChatSim, customers are given two safety codes (PIN and PUK). Customers are responsible for the correct use of their ChatSim including by third parties. Customers must immediately notify the Company of lost, theft or tampering of the ChatSim card and, in such cases, the Company shall disable the ChatSim and, where appropriate, replace it. The Company may replace the ChatSim without incurring any obligation to indemnify, if replacement is required by authorities or becomes necessary for technical or corporate reasons. The Services provided through the use of the ChatSim are active against the payment of the fixed cost of activation and the annual fee under Article 1 of these Conditions, without prejudice to the right of the Company to immediately disable the ChatSim in the event of non-payment. Should more than 12 months from the expiration of the annual plan rate without being renewed by the Customer or should the ChatSim card not be active for more than 12 consecutive months, the Company is entitled to disable it. Customers may continue to use the Services up to the amount of purchased credit units, in accordance with the selected rate plan and the terms of each service provided. If, for any reason whatsoever, Customers make use of the services beyond the amount of residual credit available, the excess amount will be charged off the next recharges and without prejudice to the right of the Company to obtain payment in full by Customers.

7. Personal, lawful and conforming use

By paying the annual or monthly rate, ChatSim is subject to conditions of personal, lawful and conforming use. Customers are to make strictly personal use of the ChatSim card, acting properly and in good faith, in accordance with the terms and limitations of their Plan, refraining from gaining any advantage other than those resulting from normal use of the services for which the SIM cards were activated.

In compliance with current regulations, the Company reserves the right to slow down and/or suspend and/or deactivate the ChatSim and/or other additional services provided, in the event of their misuse or beyond the reasonable limits of use for personal and travel purposes. By way of example, personal, lawful and conforming use of the annual rate for each ChatSim card is when the following parameters are met: a: when overall monthly or annual traffic has occurred at least between two different Zones (specified at www.chatsim.com (<http://www.chatsim.com>)); b: when our automated systems do not repeatedly record abnormal use or traffic other than that provided for by the payment of the annual rate. Breach and/or failure to comply with these Parameters shall entitle the Company to monitor traffic of the Customer's ChatSim and to: (i) suspend and/or disable the ChatSim card and/or other additional services that may be delivered; (ii) limit the delivered data traffic and request early payment of a new annual rate to restore service.

It is understood that in the event that the daily threshold of 10 MB or the monthly threshold of 25 MB is exceeded, the use of the services, data traffic and messaging may be slowed down up and/or limited to midnight of that given day or to midnight of the last day of that given month. Moreover, data traffic and messaging may be slowed down up to the expiration date of the annual plan paid in accordance with Article 1 of these General Terms and Conditions when an overall threshold of 75 MB is exceeded. The Company may request the early payment of a new annual or monthly plan to restore the initial conditions of the services.

Please note that in the Countries of the Zone 4 and 5 as listed at www.chatsim.com 5 kB are calculated every kB; in the Country of the Zone 6, 25 kB are calculated every kB. The Company is also entitled to suspend and/or disable your ChatSim if one of the following situations occur: (i) increased traffic considered abnormal compared to prior traffic; (ii) increased traffic in Chat Mode exceeding the mean traffic generated by all active ChatSim cards, in Chat Mode; (iii) traffic volume other than that provided for by the payment of the annual rate.

In such cases, the Company shall reactivate the ChatSim card after payment by the Customer of any accrued charges due to it. The Company may suspend and/or disable the ChatSim card at any moment if the Customer provides incomplete and/or incorrect data concerning his/her identity and in all cases in which the ID provided by the Customer to activate the ChatSim card is invalid and/or forged.

8. Personal Data Protection

The Company undertakes to process customer-related data as strictly confidential, in accordance with the applicable legal provisions on the protection of personal data and with the Privacy Policy that can be consulted on the website at www.chatsim.com. The Company shall solely collect, save, and process the data needed to provide the Services, follow up on and manage relationships with Customers, to ensure the security of platforms and infrastructure, as well as for invoicing.

9. Customer Service – Complaints

In order to receive assistance and make complaints (according to law), Customers may contact the Company's customer service writing to the e-mail address info@chatsim.com (<mailto:info@chatsim.com>)

10. Improper use of the Services

Customers are responsible for the content and the texts and information transmitted and/or processed using the Services. Therefore, the Company is not liable for the content of messages, documents or any data transmitted or received using the Services. Customers are required to use the Services in good faith and fairness, in accordance with these Conditions and the Contractual Terms, refraining from gaining advantages other than those related to routine use of the Services. More specifically, the Services must not be used to commit prosecutable criminal actions (such as harassment or offense of third parties) and/or to directly/indirectly infringe the rights of other users and/or third parties. Customers are also prohibited from reselling the Services to third parties. The Company may suspend without notice and compensation the use of the ChatSim if there is evidence of improper use of the Services by the Customer until the final conclusion thereof. In this case, Customers cannot request the return of the remaining balance of their ChatSim, provided that the Company has the right to claim additional damages due to improper use of the Services.

11. Waivers and limitations

The liability of the Company for damage caused with intent or gross negligence is limited to a maximum limit of €10 000 (ten thousand). The Company is not liable for the loss of Customer data and damages caused for negligence. The Company is not liable in any way whatsoever for indirect and/or consequential damages and loss of earnings.

Customers may use the Services to order and purchase goods and/or services of third parties, it being understood that the Company is not a contractual partner in any way whatsoever with the sellers and is not liable and/or does not provide any guarantee for the ordered goods and/or services, including in the event that it collects the credits of third parties from Customers.

The Company shall not be liable for the shipping of the ChatSim to the Clients, particularly those made by ordinary mail, laying on the Clients the burden to require under payment the additional shipping of a substitute ChatSim.

12. Additional conditions – Contract Transfer

The Company is entitled to transfer these Conditions and Contractual Terms to third parties, either in whole or in part, ensuring the fulfillment of the related obligations by the transferee, and without prejudice to the rights of the Customer. Customers are entitled to transfer the rights and obligations under these Conditions and Contractual Terms to third parties subject to prior written approval by the Company.

13. Termination by the Customer

Customers are free to withdraw from these Contractual Terms and Conditions free of charge at any time by sending a registered letter to Servizio Clienti, Chat Sim S.r.l. - Via Biron 102, 36050 Monteviale (VI) - Italy - or by e-mail to info@chatsim.com - or through the same telematic tools used to activate the service without prejudice to the payment of any residual amounts. Termination shall take effect 30 (thirty) days after the date of the acknowledgment of receipt by the Company. In the event of changes to these Terms and Conditions, Customers may withdraw from this contract according to the terms above and before the date the contractual changes take effect. It is understood that withdrawal shall take effect as from the effective date of the contractual changes if the relevant notice is received by the Company before said date.

14. Withdrawal and Termination by ChatSim

The Company may terminate these Conditions and Contractual Terms by written notice at least 30 (thirty) days from the date of withdrawal. The Company may terminate these Terms and Contractual Terms at any time and with immediate effect in the following cases: a) block of the credit card of the Customer; b) repeated and persistent unlawful, abusive or improper use of the Services by the Customer; c) in the event of cases in which the Customer is not directly or indirectly associated with the legal entity which has entered into this agreement.

15. Intangible assets

For the entire duration of the contractual relationship, the Company grants Customers a non-transferable and non-exclusive right to use its intangible assets (such as trademarks and logos that distinguish the Services) necessary for the use of the Services pursuant to these Conditions and Contractual Terms and only to the extent of the same use. The related intangible rights remain the exclusive property of the Company and/or third party owners and/or licensors of such intangible rights.

16. Communications

Customers are to keep the Company always abreast of any variation of their identification details. All communications sent by the Company to the last virtual or material address provided by the Customer will be deemed as validly received and acknowledged.

17. Out-of-court settlement of disputes

Any disputes that may arise between the Company and the Customer relating to the Services provided and these Terms and Conditions shall be settled according to the procedures set out by the Resolution of the Italian Communications Authority No. 173/07/COM and its subsequent amendments and integrations available at <http://www.agcom.it/documents/10179/1/document/6a850ae3-451d-4017-9e83-aab3472d9fdd> (<http://www.agcom.it/documents/10179/1/document/6a850ae3-451d-4017-9e83-aab3472d9fdd>).

18. Applicable law

These Conditions and its related Contractual Terms are governed by Italian law.

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