

RyanAir Talk – Supporting terms & conditions

RyanairTalk offers unbeatable call rates to call any mobile or landline in any European country that we fly to. We have compared our rates to the rates of many European network providers (which are listed in the below table) and are happy to confirm that we are cheaper than any of them when used to call home whilst you are roaming. There are no hidden costs or charges - just the cheapest rate per minute for international calls, roaming calls and standard Pay As You Go rates.

How does it work? 3 easy steps

- Your activation code will be sent by email to the address provided at the time of booking. You will receive this email within 24 hours of your purchase.
- Download the free RyanairTalk app. You will find the app in the Apple App store or in the Google Play store.
- Connect to a WiFi network and enjoy Europe's cheapest international calls.

Why choose RyanairTalk

	Other providers	Ryanair Talk
	Traditional providers use many different rates for the following services:	
	• Roaming PAYG – Calls made using a prepaid service to your home country and to other EU countries whilst you are roaming abroad in the EU. Note that calls made whilst roaming outside the EU are likely to cost considerably more. • Roaming Bill Pay – Calls made using a prepaid service to your home country and to other EU countries whilst you are roaming abroad in the EU. Note that calls made whilst roaming outside the EU are likely to cost considerably more. • International calls PAYG. Calls made using a prepaid service to international destinations whilst you are in your home country. Note that international calls other than those listed above are likely to cost considerably more whilst you are roaming. • International calls Bill Pay. Calls made using a postpay service to international destinations whilst you are in your home country. Note that international calls other than those listed above are likely to cost	The most that you will pay for international calls made to Ryanair Zone destinations from within the Ryanair Zone is €0.133 per minute for calls to mobiles and €0.033 per minute for calls to landlines. This price decreases to €0.117 per minute for mobile and €0.029 per minute for calls to landlines with the €29 package. The Ryanair Zone countries include: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Spain, Sweden, Switzerland and United Kingdom.
Number of rates		

considerably more whilst you are roaming.

- National PAYG. The cost of national calls made using a prepaid service whilst you are in your home country.

Connection fees	Some providers will charge you a connection charge on top of your rate per minute, regardless of the duration of your call.	No connection fees apply to Ryanair Talk.
Coverage by country	Some of the Networks below will give you a special rate, but only allow you to call a limited number of countries for this rate.	There is no such limitation with Ryanairtalk. We let you call to all the European countries we fly to and offer you the same cheap rate. Countries included (UK, Ireland, France, Spain, Portugal, Netherlands, Belgium,).
Top Up requirements	Some of the Networks below will give you free PAYG minutes but only if you continue topping up by a minimum monthly amount.	There is no such requirement with RyanairTalk. You decide when you want to top up and you will always get the cheap rates.

Please note that our comparison excludes national bill pay plans on the basis that Rynairtalk is not a subscription. Special bolt-on international packages that require a monthly subscription have also been excluded on this basis.

Mobile rates used for comparison

The following rates represent the standard rates offered by major mobile operators as shown in their published rates lists on 30th October 2012. The definitions of the various rates used for comparison are shown in Section 1 above.

Home Country	Operator	Roaming PAYG Rates per minute in local currency	Roaming BillPay Rates per minute in local currency	International rates Bill Rates per minute in local currency	International rates PAYG Rates per minute in local currency	National PAYG Rates per minute in local currency
Ireland	Vodafone	0.36 €	0.36 €	0.15€ - 0.3€	0.15 €	0.25 €
	O2	0.35 €	0.35 €	0.54€ - 1.015€	1.18 €	0.30 €
	Meteor	0.29€ - 0.35€	0.25 €	0.10€ - 0.15€	0.50 €	0.35 €
UK	Vodafone	£0.28	£0.29	£0.05 - £1.50	0.05€ - 1.50£	£0.25
	O2	£0.28	£0.28	£1.50	£0.87-£1.54	£0.25
	Orange	£0.28	£0.29	£0.70- £2.00	£0.20-£1.00	£0.25
	T-Mobile	£0.29	£0.29	£0.51 - £1.50	£0.70- £1.80	£0.25-£0.30
Germany	3	£0.29	£0.29	£0.46 - £1.02	£0.46 - £1.02	£0.26
	T-Mobile	0.34€ - 1.49€	0.34€-1.49€	0.19€ - 0.48€	0.19€- 0.48€	0.05€- 0.29€
	O2	0.34€ - 1.79€	0.30€ - 1.59€	0.29 €	1.99 €	0.09 €
	Base	0.34€- 1.49€	0.19€- 1.99€	1.14 €	1.84 €	0.19 €
	Orange	0.7€- 0.8€	0.35€ - 1.18€	0.48€ - 1.40€	0.7€ - 1.55€	0.50 €
France	SFR	0.35€- 1.20€	0.35€- 1.20€	0.50€ - 1.51€	0.75 € - 1.55€	0.55 €
	BOUYGUES TELECOM	0.35€- 1€	0.35€- 1€	0.47 €	0.50 €	0.45 €
	Movistar	0.29 €	0.29 €	0.65€ - 1.75€	€0.50 – 1.35€	0.25 €

Spain	Orange	0.145 €	0.145 €	0.18 €	0.18 €	0.09 €
	Vodafone	0.59 €	0.29€ - 1.4€	0.36 €	0.36 €	0.20 €
	TIM	0.35 €	0.16 €	0.50 €	0.50 €	0.09€ - 0.16€
Italy	Vodafone		0.35 €	0.50 €	0.6€ - 0.7€	n/a
	Wind	0.20 €	0.15 €	0.25€ - 0.5€	0.50 €	0.11 €
	Mobistar	0.35€ - 1.8€	0.24€ - 1.8€	0.22€ - 1€	0.22€ - 1€	0.27 €
Belgium	Proximus	0.1€ - 2€	0.1€ - 1.5€	0.67€ - 1.05€	0.95€ - 1.15€	0.25€ - 0.29€
	Base	0.33€ - 1.8€	0.33€ - 1.8€	0.65€ - 1.25€	0.65€ - 1.25€	0.25 €
Portugal	Vodafone	0.3567€ - 2.125€	0.3567€ - 2.125€	0.45€ - 0.56€	0.36€ - 0.6€	0.17€ - 0.30€
	TMN	0.357€ - 2.5€	0.357€ - 2.5€	0.23€ - 0.38€	0.23€ - 0.50€	0.15€ - 0.25€
	Optimus	0.357€ - 1.874€	0.357€ - 1.874€	0.09€ - 0.31€	0.73 €	0.093€ - 0.227€
Netherlands	KPN#	0.36 €	€0.21 - €0.36	€0.59 - €0.80	€1.18 - €1.44	0.30 €
	Vodafone	€0.35	€0.35	€0.71	€0.76 - €1.03	€0.35
	T-Mobile	€0.35	€0.35	€0.50	€0.75	€0.35
Sweden	3	3.20SEK	3.20SEK	4.95 – 8.50SEK	4.95 – 8.50 SEK	0.29SEK
	Tele2	3SEK	3SEK	3.75SEK	4.5SEK	n/a
	telenor	3.20SEK	3.20SEK	3.63SEK	3.63SEK	0.59SEK
Poland	Orange	1.48Zl	1.48ZL	1.48 ZL - 7.69 ZL	1.48 ZL - 7.69 ZL 29gr	
	T-Mobile	1.48 ZL	1.48 ZL	n/a	n/a	30gr
	Plus	1.48Zl	1.48 ZL	1.85 – 7.69 ZL	2.02 – 6.05 ZL	29gr – 79gr
Norway	Telenor	5.99NOK	NOK2.49	NOK3.39	NOK3.39	0.39 – 0.99 NOK
	Netcom	NOK 3.21	NOK .3.21	NOK 2.72	NOK 2.72	0.59 – 0.69 NOK
	Tele2	NOK2.70 – 24.89	NOK2.7	NOK2.99 – 28.99	NOK4.5 - 19.5	0.89NOK

Skype rates used for comparison.

Skype also offer multiple different rates. We have compared our prices to Skype Out Pay As You Go and also to the Skype Out Mobile 60 package. As Skype Out PAYG includes a connection charge in addition to the per minute charge we have used the cost of a 4 minute call as the basis for comparison. Prices were checked on www.skype.com on 30th October 2012.

Skype Out PAYG

Calls to Landline Average rate per minute based on 4 minute call

Calls to Mobile Average rate per minute based on 4 minute call

Skype Out Mobile 60

Calls to Landline Rate per minute
Calls to Mobile Rate per minute

Ireland	€0.036	€0.227	€0.138	€0.138
UK	€0.036	€0.266	€0.167	€0.167
Germany	€0.036	€0.262	€0.167	€0.167

France	€0.036	€0.22	€0.138	€0.138
Spain	€0.036	€0.279	€0.167	€0.167
Italy	€0.036	€0.314	€0.233	€0.233
Belgium	€0.036	€0.279	€0.167	€0.167
Portugal	€0.036	€0.312	€0.167	€0.167
Netherlands	€0.036	€0.281	€0.167	€0.167
Sweden	€0.036	€0.30	€0.167	€0.167
Poland	€0.036	€0.265	€0.167	€0.167
Norway	€0.036	€0.231	€0.167	€0.167

E&OE Disclaimer.

Whilst every care has been taken to ensure the accuracy of the information provided we accept no liability for the consequences of any actions taken on the basis of this information unless that information is subsequently confirmed by us in writing

RyanairTalk - Terms of Use

PLEASE READ THE FOLLOWING CAREFULLY. YOU SHOULD READ THE PROVISIONS OF THESE TERMS OF USE (THESE “TERMS”) BEFORE PURCHASING CREDIT OR DOWNLOADING AND USING THE RYANAIR TALK APP (TOGETHER WITH ANY UPDATES, THE “APP”). THE APP IS PROVIDED BY WAVECREST (UK) LTD ON BEHALF OF RYANAIR. BY PURCHASING CREDIT OR DOWNLOADING AND USING THE APP, YOU AGREE TO BE BOUND BY THESE TERMS. THESE TERMS CONSTITUTE AN AGREEMENT BETWEEN YOU AND WAVECREST (UK) LIMITED (“WaveCrest”). If you do not wish to be bound by these Terms you should not download or use the app.

YOU CANNOT ACCEPT THESE TERMS IF YOU ARE NOT LAWFULLY ENTITLED TO USE THE APP IN THE COUNTRY IN WHICH YOU ARE LOCATED OR RESIDENT OR IF YOU ARE NOT OF AGE TO FORM A BINDING AGREEMENT WITH WAVECREST.

The App may require that you provide personal information that will be subject to the WaveCrest Privacy Policy (www.ryanair-talk.com). WaveCrest may also collect, store and use app performance and error data but it will not be able to identify you from that data. The purchase of credit or the downloading of the App may contain links to other web sites which are outside our control and are not covered by the WaveCrest privacy policy. If you access other sites using the links provided, the operators of these sites may collect information from you which will be used by them in accordance with their privacy policy, which may differ from ours.

IMPORTANT - No access to emergency services. WaveCrest does not intend that the App is a replacement for your mobile phone or fixed line telephone. The App will not permit you to make emergency calls to the emergency services and you must ensure that you are able to make such emergency calls using alternative communications arrangements.

In these Terms the use of “device” means the mobile ‘phone, tablet p.c. or other similar or analogous equipment upon which the App is capable of being installed and “operating system provider” means Apple, Android or any other provider of an operating system on your device.

1 licence and restrictions

1.1 The App is licensed, not sold, and WaveCrest reserves all rights not expressly granted in these Terms. Provided that you comply with these Terms, WaveCrest grants you a limited, non-exclusive, non-sublicenseable, non-assignable, licence to download and install the App on the mobile product that you own or control.

1.2 The App is designed to work on Android and Apple iOS based devices including tablets and smartphones. It does not work on Blackberry or Windows mobile devices. You acknowledge that there may be some devices (particularly those running older versions of operating systems, or that have been jail broken, rooted or otherwise modified) that it will not work on.

1.3 You agree that you will not use the App (or any part of it):

1.3.1 to provide communication products or services to third parties;

1.3.2 for any unlawful or fraudulent purpose, for instance, to make any communication which is malicious, fraudulent or hoax or in any way which may damage or affect the operation of the App or the underlying infrastructure used to deliver the services through the App.

1.4 You must use the App in accordance with the laws of where you are located. Some countries may place restrictions on the download and use of the App and it is your responsibility to ensure that you are legally allowed to use the App where you are located.

1.5 You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) that you are not on any U.S. Government list of prohibited or restricted parties.

1.6 You agree that, where the App is downloaded by you via iTunes, Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

1.7 The App is a consumer service. If you do use the App for business or commercial purposes you will compensate us for all liabilities, claims, damages, losses and costs (including legal costs) which we may suffer because someone (other than you) makes or threatens a claim against us because the App is faulty or cannot be used by them.

2 Validity period of calling credit and call rates

2.1 When you use the App to access the services delivered through the App, the number of minutes on your User Account will be reduced in proportion to the length of the call and will also depend on the destination to which you are calling. The minutes available per top up value are set out at www.ryanair-talk.com.

2.2 Available minutes vary between destinations. Any advertised minutes are to Ryanair zone destinations. A complete list of minutes and destinations (including those within and outside of the Ryanair zone) is available at www.ryanair-talk.com.

2.3 WaveCrest reserves the right to alter the minutes available to any destination at any time.

2.4 All call rates include VAT.

3 Availability of services

3.1 The App and the services delivered through it are provided “as is” and “as available”. WaveCrest will use reasonable skill and care in providing the services but cannot guarantee that they will be free from fault. Neither Wavecrest nor the provider or manufacturer of your device will be responsible for aspects of the App or the services

that are dependent on third parties such as network operators.

3.2 The use of the App and the services requires you to be connected to a suitable working wi-fi network. The charges (if any) for the wi-fi access are not included in any purchase or top up of the App or services and are your sole responsibility

3.3 WaveCrest reserves the right at any time to modify or discontinue, temporarily or permanently, your access to or use of the App with or without notice. WaveCrest may from time to time perform maintenance on the App or the underlying infrastructure that enables you to use the services offered through the App and this may require WaveCrest to temporarily suspend or limit your use of the App.

3.4 The express provisions of these Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law. Your statutory rights are not affected.

4 intellectual property

4.1 WaveCrest owns, or is the licensee to, all right, title and interest in and to the App, including any patents, inventions, copyright, utility models, designs (both registered or unregistered and including rights relating to semiconductor topographies), database rights, trade marks (both registered and unregistered) together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature.

4.2 To the extent permitted by law, you will not copy, modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from the App or otherwise commercialise the App. You will not remove, obscure or alter any copyright notice, trade mark or other proprietary rights notice affixed to, contained within or accessed in conjunction with or by the App.

5 limitation of liability and claims

5.1 You agree that you use the App entirely at your own risk and that WaveCrest is not liable for providing (or maintaining) the device on which you have installed the App. You also acknowledge that your operating system provider shall have no obligation to furnish maintenance and support services in respect of the App.

5.2 WaveCrest, the provider of your device and your operating system provider shall not be liable for any damages or losses whatsoever, including but without limitation to, damages for loss of use, data or profits, or for indirect or consequential losses arising out of the use or performance of the App, the provision of or failure to provide services, or for any information obtained through the App, or otherwise arising out of the use of the App, whether based on contract, tort, or otherwise, without limitation, even if WaveCrest, the provider of your device or your operating system provider has been advised of the possibility of damage.

5.3 When the credit you have purchased has been added to your account, you agree that the WaveCrest service has started and you will not have a right to cancel your order under the Distance Selling Regulations

5.4 If you are dissatisfied with any portion of the App, or with any of these Terms, your sole remedy, except as specifically provided in these Terms, is to stop using the App.

5.5 Notwithstanding anything in these Terms, WaveCrest does not disclaim liability for death or injury caused by its own negligence or for any liability which cannot be excluded by law.

5.6 You must immediately direct any claims (including, for example, any third party claims, claims relating to intellectual property rights, product liability claims, claims that the App fails to conform with any applicable legal or regulatory

requirements or claims arising under applicable consumer law) regarding the App, or your possession or use of it, to WaveCrest only (and not to your operating system provider) using the contact details given at the end of these Terms.

6 suspension of use and termination of these terms

6.1 Following initial activation, in order to keep your User Account active you must top it up at least once every 180 days. For the avoidance of doubt, unused minutes shall expire after 180 days have elapsed without a top up being made and credit balances will be lost.

6.2 You may terminate your relationship with WaveCrest at any time by ceasing to use the App. WaveCrest will not issue a refund for any unused credit because you have decided to no longer use the App.

6.3 WaveCrest may terminate its relationship with you, or may terminate or suspend your use of the App and/or any of the services delivered through the App:

6.3.1 if you are in breach of these Terms;

6.3.2 if WaveCrest reasonably suspects that you are using the App or the services delivered through the App to break the law or infringe third party rights;

6.3.3 on 14 days notice if WaveCrest decides to cease any of the services delivered through the App;

6.3.4 immediately if required to do so by a change in laws and/or regulation by a regulator or authority.

6.4 If you breach these Terms, WaveCrest has the right to suspend your use of the App and/or any of the services delivered through the App and you agree to compensate WaveCrest for all claims, damages, losses, costs (including legal costs) and liabilities which it may suffer as a result of your breach.

6.5 Upon termination of your relationship with WaveCrest:

6.5.1 all rights granted by these Terms to use the App and the services delivered through the App shall immediately terminate;

6.5.2 you will immediately cease using the App and the services delivered through the App; and

6.5.3 you will immediately uninstall the App from your mobile product in your possession or under your control.

7 general

7.1 A failure or delay by WaveCrest in enforcing compliance with these Terms shall not be a waiver of that or any other provision of these Terms.

7.2 WaveCrest may assign, novate, transfer or otherwise deal with these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms or any part of them or any rights to use the App, in whole or in part, either temporarily or permanently, to any other party.

7.3 WaveCrest shall not be responsible for any of its breaches of these Terms where the breach was caused by matters beyond its reasonable control.

7.4 Subject to clause , none of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.

7.5 If any provisions of these Terms shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

7.6 These Terms and any other terms or documents referred to in these Terms constitute the entire agreement and understanding between you and WaveCrest with respect to the subject matter of these Terms, and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter. You may also be asked to accept the

terms and conditions relating to WaveCrest's third party service providers (for instance, payment providers) from time to time.

7.7 WaveCrest does not keep any data which enables it to identify any individual using the App. Any and all notices to be given pursuant to or in connection with these Terms shall be deemed sufficiently given when published at www.ryanair-talk.com (if the notice is from WaveCrest to you) or, if the notice is from you to WaveCrest, sent to the e-mail address displayed below ().

7.8 Language of this Agreement: We may provide you with a translation of the English version of this Agreement. This translation is provided for your convenience only. In the event of any conflict between the English language version and any translated version of these Terms and Conditions and to the extent permissible by applicable law, the English language version takes precedence over any translated version.

7.9 English law governs these Terms. You agree to submit to the non-exclusive jurisdiction of the English courts. The language of these Terms shall be English.

8 changes

8.1 WaveCrest may, from time to time, make changes to these Terms. These changes will be published at www.ryanair-talk.com. The changes will be effective as soon as they are published. You agree that your use of the App after the updated version of these Terms have been published will constitute your acceptance of the updated Terms. If you do not agree to the updated Terms, you may choose to terminate your relationship with WaveCrest in accordance with condition above.

9 Security of data

9.1 The service relies on a working third party wi-fi connection which is out of the control of WaveCrest and the audio paths of the technology used by the App are not encrypted. Consequently, WaveCrest cannot guarantee the security of any information passed using the App and/or any of the services accessed or delivered through the App and accepts no liability for any loss or damage that may result from information or data being intercepted by third parties.

10 DISCLOSURE OF INFORMATION

10.1 WaveCrest reserves the right at all times to disclose any information provided by you or about your use of the App as WaveCrest deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

11 CUSTOMER SUPPORT

11.1 We want Ryanair Talk to give you a great service. However if you are unhappy with any aspect of the App please contact us at support@ryanair-talk.com. We aim to acknowledge your request within one hour and provide a specific response within twenty-four hours of you first contacting us. Please note that the primary language for support is English, and although we shall do our best to deal with contact made in other languages it may take a little longer. If we are unable to resolve your complaint to your satisfaction you may refer your complaint to the Ombudsman Service. Please see www.ombudsman-services.org for details of how to do this. The Ombudsman Service is approved by Ofcom, the independent regulator and competition authority for the UK communications industries.

12 CONTACT INFORMATION

WaveCrest (UK) Ltd
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Registered Office:

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4-12 Norton Folgate,

London E1 6DB

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Customer Support: Email: support@ryanair-talk.com