

## Terms of Service

These Terms of Service (the "Agreement") set forth the terms and conditions that apply to use of the informational and technical exchange services provided by VIRTUAL SIM LTD (the "Company") receiving Customer's payment for the Services. Any other terms indicated in the Product or in communication directed from the Company to the Customers constitute an integral part of this Agreement. The Company offers a service (the "Service") that allows businesses and individuals to access and resell a range of mobile data products from a single account <http://e-sim.ninja>. Access to your Account and your use of the Service is subject to your acceptance of all the terms & conditions contained hereinafter. We may amend this Agreement from time to time by posting a revised version on our website. The revised version will be effective at the time we post it.

Company's main Service is to facilitate the sale of prepaid mobile data plans in eSIM format. Using your Account, you can add purchase a eSIM data plan in your country or abroad on behalf of your customers without having to hold physical inventory or stock.

The Company is not a telecommunications operator, and all telecommunication services in the Product are provided by telecommunication operators in each country where the Product is being used. Using the Product is available only after identification and provision of personal id.

### General terms

The Services allow the Customer to connect and utilize internet access services and other kinds of services provided by third parties (the "Providers"). Company is an independent contractor, and not an employee, agent, joint venturer or partner of the Providers nor is Company authorized to incur any obligations or make any representations on behalf of the Providers, except those provided herein. The Company acts as an intermediary service provider between the Customer and the Providers on a certain territory. The Company does not initiate the data transmission; does not select the receiver of the transmission; and does not select or modify the information contained in the transmission.

Depending on the type of Provider's services, the Company may not be entitled to terminate such services or accept any claims in respect of such services.

The Company is continuously developing and changing the Product, and therefore its functions may be added, removed or modified at the Company's discretion without consent or notification from the Customers. The Product does not provide the functionality of calling emergency numbers. The Customers are not entitled to any compensation due to such changes of Product features or their price.

Each Provider has observed registration obligations, as stated in its national law, in a country where the Providers are offering the Services to the Customers, and the Providers hold all licenses, certificates, permits and approvals necessary for the conduct of their business and the performance of its obligations towards the Customers during the term of this Agreement. The Company makes no warranties in that respect.

The Customer's payment for the Services confirms the Customer's unconditional

acceptance and agreement to the terms and conditions set forth in this Agreement. If the Customer does not agree to be bound by this Agreement, such Customer cannot use the Services. The Company may modify or amend this Agreement from time to time without any further notice which shall be effective immediately upon posting in the Product. THE CUSTOMER'S CONTINUED USE OF THE CUSTOMER'S ACCOUNT AND/OR THE SERVICES FOLLOWING THE POSTING OF ANY SUCH MODIFICATIONS OR AMENDMENTS WILL BE CONCLUSIVELY DEEMED TO BE ACCEPTED BY THE CUSTOMER.

### **License**

The Company grants the Customer a personal, revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Product subject to the terms of and for the duration of this Agreement.

The Company is not responsible for holding all licenses, certificates, permits and approvals necessary for provision of the Services by the Providers, and for validity of such of approvals in full force and effect.

### **Data Plans**

Data Plans refers to a digital Subscriber Identity Module delivered electronically (eSIM). The recipient of this eSIM may use it according to the respective operator's Terms and Conditions. In most cases, eSIMs are used to connect to the carriers data platform but may also include ability to make calls, send text message, or to purchase mobile content.

eSIMs have a limited validity period, which can vary from operator to operator and on the product that is sold.

### **Eligibility for Use**

Both individuals and businesses may register for a Account. In either case, you must provide us with accurate information about yourself and/or your business. You can only sign-up to use the Service on behalf of a legally recognized business if you are authorized to act on behalf of the business and have the authority to bind the business to this Agreement.

### **Unauthorized or Illegal Use**

We may decide to suspend your account or restrict your ability to use our Service if we believe that your Account has been used for any illegal or criminal purposes. If we reasonably suspect this may be the case, you authorize us to share information about you and any transactions conducted through your Account with law enforcement authorities if they request it.

### **Making a purchase on your account**

To make a purchase on your Account, log in to the site, then select the required country and tariff plan for the eSIM card. Next, you need to top up your account balance using your bank card, and the amount will be credited in your internal currency, SimCoins (1 SimCoin = 1 EUR). After topping up your balance, select the desired product, and its price will be displayed in SimCoins. You can select the tariff plan you need on our website and add it to your shopping cart. When you have completed the selection of the necessary tariffs, your selected products will be displayed in the shopping cart. To pay for the selected tariffs, follow the instructions on the website.

Once the payment is completed, you will receive a QR code to activate the eSIM card.

Point your phone's camera at the QR code to use the eSIM card. The QR code will also be available in your personal account for the duration of your account's validity.

eSIM cards are digital goods, and according to the legislation of some countries, such goods are non-refundable. We recommend that you carefully review the rules for returning and exchanging eSIM cards before making a purchase. If funds have been debited from your bank card, and the website information has not been updated, or you have not received the product, please contact us via email [info@e-sim.ninja](mailto:info@e-sim.ninja).

### **Cost of Products and Services**

Company will charge you a wholesale price for each product you sell to your customers through your Account. Your Account Balance will be debited the wholesale price for a given product every time you sell this product through your Account. For a list of wholesale prices, refer to Manage Products in your Account.

We reserve the right to change the price we charge you for the products we offer.

### **Retail Prices**

By default, all products and services available on your Account carry a Retail Price communicated to us by the carrier or supplier or that we consider fair and in line with the market. The Retail Price is the suggested amount that your customer must pay you for the service offered to them through your Account.

You may customize Retail Prices. You agree to charge your customers a reasonable amount for the products and services you sell them using your Account. You agree not to hold us responsible for complaints you may receive from your customers due to excessive Retail Prices.

In some cases, we may – for legal or commercial reasons – limit the amount you may charge for a given product or service. In these cases, your Account will not allow you to customize retail prices for those products or services.

### **Reports**

You may access a full list of transactions conducted through your account by clicking on the “Reports” tab. Company agrees to keep records of your transactions for a period of at least 5 years.

### **Use of the Referral Program**

The Referral Program allows you to refer other merchants to the Service in exchange for a commission, calculated as a fixed percentage of gross sales generated by the referred merchant for the Company. Using the referral program is a way for merchants to build their own reseller network and make more revenue in the process.

The exact percentage of the commission may change from time to time. The referral program is to be used strictly for the purpose of inviting external entities with separate legal and commercial ties from you to benefit from the Service. In no instance shall you attempt to invite yourself, a business associate, or close family member using the referral program. Any party found in breach of the referral program conditions will be closed and your accrued balance will be forfeited.

### **Failures and Outages**

You acknowledge that the Service is dependent on a large network of service providers that are not under Company's control. From time to time, transactions to these providers may fail.

You acknowledge that Company will not be liable for any outages of the Service due to a service interruption caused by any of Company's providers.

## **Technical Support and Disputes**

You may send any questions, concerns or complaints about the Services to [info@e-sim.ninja](mailto:info@e-sim.ninja) or via any other contact indicated in the Product

You are responsible for providing customer service support for your customers. Each transaction conducted using your Account contains a unique identifier (ID), which allows you to track the status of a given transaction in Reports.

In case of disputes, or when Reports in your Account provide insufficient information about a given transaction, contact us through the Support Center and include all details of the disputed transaction and any information reasonably necessary to investigate the claim, including your Account user name, transaction ID, and the date of the disputed transaction.

Unless otherwise required by law, an action by you relating to a dispute must commence within five (5) days after the cause of the action accrues. Company's records will serve as final and conclusive evidence of the status of transaction.

## **Force Majeure**

We will not be liable for delays in performing our obligations, or failure to perform any such obligations under this Agreement, if the delay or failure results from circumstances beyond our control, including but not limited to, an Act of God, governmental act, fire, explosion, war, armed conflict of civil commotion.

## **Taxes**

You are solely responsible for any tax liability you may incur as a result of your use of the Account. The rates may be increased by the amount of applicable value-added tax based on the Customer country of residency and/or billing address, including (but not limited to) if the Customer will use the Services in the territory where provision of the Services is subject to value-added tax according to applicable law. The Customer is responsible for checking the applicable rate before using the Services.

## **Security**

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to overcome these measure and use your information improperly. You acknowledge that you provide your personal information to us at your own risk.

## **Confidentiality**

We hereby undertake to keep confidential all information you share with us through your Account and to use this information solely for the purpose of performing our obligations per the terms of this Agreement.

## **Your Customer's Privacy**

By using the Service, you may receive personal information – including mobile phone numbers or account numbers – about your customers or others. You agree to keep such information confidential and only in connection with the Service. You may not use

this information for marketing purposes or disclose any such information to a third party unless you receive the express consent of your customer.

### **Intellectual Property**

You agree not to use Company's – or Provider's service and product suppliers' – logo, trademark, or any derivative thereof, in any fraudulent or misleading manner. You also agree not to infringe upon the intellectual property of others through your use of your Account.

### **Closing an Account**

You may close your Account at any time by contacting through your Account by clicking on Contact Us.

### **Refund of remaining balance upon closure**

We will partially return your remaining balance if you decide to close your Account due to highly degraded service on our network, defined as a complete outage of our Service lasting more than three (3) consecutive days.

All refund requests must include your name, Account name, and bank account information, as well as justification for refund.

### **Effect of Closure**

We will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Service, or any closure of your Account or suspension of the Service. Suspension or closure of your Account does not relieve you of any obligations to pay any fees or costs accrued prior to the closure and any other amounts owed by you to DataPlans.io as provided in this Agreement.

### **Limitation of Liability**

Except as otherwise expressly stated in this Agreement, in no event shall either party be liable to the other party or any other third party for exemplary, incidental, indirect, special, punitive or consequential damages of any kind, including without limitation loss of profit, loss of use, savings or revenue, arising out of this Agreement.

The exclusions and limitations described above shall not apply where mandatory laws do not allow such exclusions or require higher limits. In such circumstances the minimum limits prescribed by law shall apply.

The Customer agrees, at his or her sole expense, to fully defend, indemnify and hold harmless the Company, its parent, affiliates, shareholders, directors, officers, employees, agents and the Providers from and against any and all claims (including without limitation reasonable attorney's fees) arising out of or in connection with (i) the Customer's use of the Services, (ii) the Customer's Account (including the use of the Customer's Account by a third party) and (iii) this Agreement.

EXCEPT FOR DAMAGES CAUSED BY THE COMPANY'S INTENTIONAL MISCONDUCT AND/OR EXCEPT WHERE PROHIBITED BY LAW, THE COMPANY WILL NOT BE LIABLE FOR DAMAGES THAT EXCEED THE AMOUNT OF CHARGES TO THE CUSTOMER FOR THE CUSTOMER'S ACTUAL USE OF THE SERVICES DURING THE PRIOR ONE MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, OR INCREASED COSTS OF OPERATION, EVEN IF SUCH DAMAGES WERE

FORESEEABLE OR THE COMPANY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO THE CUSTOMER'S INABILITY TO ACCESS, OR THE CUSTOMER'S DIFFICULTY IN ACCESSING, THE SERVICES.

THE SERVICES ARE PROVIDED "AS IS" AND THE COMPANY DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, MERCHANTABILITY, TECHNICAL COMPATIBILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY SERVICE, PRODUCTS OR MATERIAL PROVIDED PURSUANT TO THIS AGREEMENT. THE COMPANY ALSO MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR MEET THE CUSTOMER'S REQUIREMENTS. THE COMPANY DOES NOT AUTHORIZE ANYONE, INCLUDING ITS EMPLOYEES, AGENTS, PROVIDERS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON BEHALF OF THE COMPANY AND THE CUSTOMER SHOULD NOT RELY ON ANY SUCH WARRANTY. THE CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT BECAUSE THE SERVICES ARE PROVIDED OVER MOBILE AND INTERNET NETWORKS OUTSIDE OF THE COMPANY'S CONTROL, THE COMPANY HAS NO RELATED LIABILITY. THE COMPANY IS NOT RESPONSIBLE FOR THE CONTENT OF COMMUNICATIONS TRANSMITTED THROUGH THE SERVICES.

Except for the Customer's obligation to pay for the Services, neither the Company nor the Customer is liable to the other for any delay, failure in performance, loss or damage due to causes beyond reasonable control, including but not limited to acts of God, fire, strikes, explosions, power failure, earthquake, flood, water, labor disputes, terrorism, acts or omissions of carriers or suppliers, systems failure and acts of regulatory or governmental agencies.

Neither the Company nor the Provider guarantees any level of performance of the Services in a any specific coverage area.

### **Legal Expenses**

Each party shall be liable for their own legal expenses.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

### **General**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

This Agreement, together with any written amendments or written modifications, will constitute the entire agreement between the Customer and the Company with respect to the Services provided hereunder and will supersede and replace all prior or contemporaneous understandings or agreements, written, electronic or oral, between the Customer and the Company. No written or oral statement, advertisement or service description not expressly contained in the Agreement will be allowed to contradict, explain, modify or supplement it.

**VIRTUAL SIM LTD**

Registration No. SC743694

Legal address: 83 Princes Street, Edinburgh, Lothian Region, EH2 2ER, United Kingdom

Email: [info@e-sim.ninja](mailto:info@e-sim.ninja)