

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 Customers to access a range of mobile data products from a single account <http://commu.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 purchase an eSIM data plan in your country or abroad 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.

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 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).

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

eSIMs supplier

Data Plans LLC is a supplier of eSIM cards that you can purchase on our website. You hereby confirm that you have read and agree with the [User Agreement of Data Plans LLC](#).

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 at support@commu.ninja.

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@commu.ninja or via any other contact indicated in the product. If you need help or have any difficulties using our Services, you can contact us by email: support@commu.ninja.

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.

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.

Termination of the Account

If you no longer want to use our Services and wish to terminate your Account, you can email us at: support@commu.ninja. We will review your application and terminate your Account as soon as possible.

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@commu.ninja