

## USER AGREEMENT OF THE ESIM.WORLD SERVICE

The User Agreement is a license agreement (hereinafter, the “Agreement”) governing the relationship between the Licensor and the Licensee regarding the use of the Service (together, the “Parties”).

### 1. TERMS AND DEFINITIONS

- 1.1. **Licensor** – «IDWORLD» MCHJ (a limited liability company), which grants the right to use the Service to the Licensee under a simple (non-exclusive) license.
- 1.2. **Licensee** – an individual to whom, in accordance with this Agreement, the right to use the Service is granted within the limits provided for herein.
- 1.3. **Telecommunications Operator** – a legal entity that provides telecommunications services.
  1. **Service** – a software comprising a specialized web service and a mobile application under the name eSIM.World, under which a QR Code generated by the Telecommunications Operator is provided to the Licensee.
- 1.4. **QR Code** – a two-dimensional barcode generated by the Telecommunications Operator that enables the Licensee to download and activate an eSIM profile on the Licensee’s mobile device for the purpose of obtaining communications services.
- 1.5. **License Term** – the period from payment of the license fee until provision of the QR Code to the Licensee.
- 1.6. **Tariff Plan** – the standard form of the Telecommunications Operator’s commercial offer specifying the list of available services and the method of determining their price.

### 2. PROCEDURE FOR CONCLUSION

- 2.1. The provisions of the Civil Code of the Republic of Uzbekistan that govern the procedure and conditions for entering into a contract by acceptance of an offer apply to the form and manner of entering into this Agreement.
- 2.2. The Licensee’s payment of the license fee constitutes acceptance of the offer.
- 2.3. Upon payment of the license fee by the Licensee, acceptance shall be deemed given, the Agreement shall be deemed concluded and effective, and the right to use the Service under a simple (non-exclusive) license shall be deemed transferred by the Licensor and received by the Licensee.

«IDWORLD» MCHJ

Tax number: 311 944 813

Registration number: 2741079

Business address:  
Republic of Uzbekistan, Xorazm region,  
Khanka District, pahlavonlar MFY,  
xalqlar do'stligi ko'chasi, 25-uy

- 2.4. Upon acceptance, the Licensee confirms that they have read, understood, and fully and unconditionally agree to the Agreement; that the data they have provided are accurate; and that they assume full responsibility for their accuracy and completeness.
- 2.5. If the Licensee does not agree with the terms of the Agreement, use of the Service must be discontinued immediately.

### 3. SUBJECT MATTER

- 3.1. The Licensor grants the Licensee the right to use the Service under a simple (non-exclusive) license, worldwide, during the License Term, by using the functionality of the Service, and the Licensee shall pay the license fee to the Licensor in the manner provided in this Agreement.
- 3.2. The Licensee shall:
- ✓ pay the license fee;
  - ✓ contact the Telecommunications Operator on matters relating to the provision of telecommunications services and the return of the QR Code;
  - ✓ regularly review new versions of the Agreement in the Service. The Licensee's failure to do so shall not constitute grounds for the Licensee's failure to perform the obligations and restrictions set forth herein;
  - ✓ deliver to the Licensor a notice of refusal to perform the Agreement if the Licensee disagrees with amendments to the Agreement. The absence of such notice within five (5) days from the date of the amendment shall be deemed the Licensee's consent to the relevant amendments;
  - ✓ use the Service for personal, non-commercial purposes not prohibited by the laws of the Republic of Uzbekistan and by the local laws applicable to the Licensee;
  - ✓ provide accurate information in the Service;
  - ✓ not identify or publicly disclose vulnerabilities of the Service;
  - ✓ not infringe the Licensor's intellectual property rights;
  - ✓ not take any actions intended to cause harm to the Licensor and/or the Telecommunications Operator and/or third parties;
  - ✓ defend and hold the Licensor harmless from any actual or potential claims, demands, proceedings, actions, or losses arising from a breach of this Agreement and/or third-party rights;
  - ✓ be liable for any use of the Service in ways not specified in this Agreement;
  - ✓ compensate the Licensor and/or the Telecommunications Operator and/or third parties for losses (including actual damages and lost profits) arising in connection with the non-performance or improper performance of obligations under this Agreement, within the period

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specified by the Licensor and/or the Telecommunications Operator and/or such third party.

3.3. The Licensee is prohibited from:

- ✓ engaging in actions that infringe the Licensor's intellectual property rights;
- ✓ copying, disassembling, decompiling, reverse engineering, modifying the source code, or attempting to obtain the Service's source code; and copying, transmitting, distributing, or publishing - or otherwise disseminating or reproducing - materials posted by the Licensor within the Service (text, graphic, or audio-visual materials), fragments, or individual elements of the Service, without the Licensor's prior written consent;
- ✓ engaging in actions intended to destabilize the operation of the Service, attempting unauthorized access to administration of the Service, or engaging in similar actions;
- ✓ engaging in any other actions that are contrary to the purposes of the Service or that violate the laws of the Republic of Uzbekistan or the local laws applicable to the Licensee.

3.4. The Licensor may:

- ✓ amend the Agreement unilaterally without any prior notice to the Licensee, with any such amendments taking effect on the date they are published in the Service;
- ✓ at any time modify the algorithms of the Service, implement new and/or discontinue existing features, change the access procedures, modify or supplement the scripts, software, design and user interface, and other objects used within or stored in the Service, including any server-side applications, without notifying the Licensee;
- ✓ suspend, restrict, or terminate the Licensee's access to the Service at any time without stating reasons, with or without prior notice;
- ✓ send the Licensee messages that notify of the introduction of new or the discontinuation of existing Service features and/or contain advertising and informational materials, as provided in the [Consent to Receive Advertising and Informational Mailings](#);
- ✓ assign its rights and obligations under the Agreement to third parties without the Licensee's consent.

3.5. Any actions performed using the Licensee's device shall be deemed to have been performed by that Licensee.

3.6. The Licensor uses commercially reasonable efforts to ensure that the Service operates on a 24/7 basis; however, it does not guarantee the absence of interruptions related to technical failures or maintenance, and does not guarantee continuous, uninterrupted operability of the Service. The Licensor does not guarantee that the Service will operate at any specific time in the future or that it

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will not cease operation. The Licensor is not obliged to correct errors or issues within any particular period, nor to continue development or release new versions or updates of the Service.

- 3.7. The Service, including all features, scripts, content, individual elements, and the design of the Service, is provided “as is”. The Licensor makes no warranties that the Service is suitable for any particular purpose and does not guarantee or promise any specific results from the Service.
- 3.8. The Licensor is not liable for failures, errors, or technical malfunctions of the Service, or for consequences caused by force-majeure events, actions of third parties, or the Licensee’s failure to comply with the terms of the Agreement.
- 3.9. The Licensor is not responsible for the operability of the Licensee’s device or for any losses (including direct damages and lost profits) that may be incurred by the Licensee and/or any third party in using or being unable to use the Service, including but not limited to as a result of unauthorized third-party access to Service functions, loss or interception of data uploaded or transmitted by the Licensee, or possible errors or failures in the Service’s operation.
- 3.10. The Licensor is not a Telecommunications Operator, does not provide telecommunications services, and is not responsible for the Licensee’s interactions with the Telecommunications Operator and/or third parties or for any losses incurred as a result of such interactions. The Licensor is not obliged to participate in such disputes. In the event of a dispute, the Licensee releases the Licensor - together with its owners, affiliates, officers, employees, agents, and successors - from claims, losses, and demands of any kind.
- 3.11. With respect to enabling interaction between the Telecommunications Operator and the Licensee - including enabling those parties to perform certain actions within the Service - the Licensor acts solely as the party that has arranged the technical capability for such interaction and bears no liability to them and/or to third parties.
- 3.12. If the Licensor discovers unfair use of the Service by the Licensee, the Licensor shall have the right to suspend, restrict, or terminate the Licensee's access to the Service at any time without notifying the Licensee.
- 3.13. The Licensee undertakes to defend and hold the Licensor harmless from any actual or potential proceedings, claims, demands, or losses arising from use of the Service or from a breach (or alleged breach) of this Agreement or third-party rights.

#### 4. PAYMENT

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- 4.1. The amount of the license fee is determined on the basis of the Telecommunications Operator's Tariff Plan, is specified by the Licensor, and is paid by the Licensee upon issuance of the QR Code.
- 4.2. The license fee paid by the Licensee is not related to payment for telecommunications services. For returns/refunds concerning the QR Code, the Licensee should contact the Telecommunications Operator that provides the telecommunications services.
- 4.3. The Licensee's obligation to pay the license fee is deemed fulfilled upon the funds being credited to the Licensor's bank account.

## **5. PROCESSING OF PERSONAL DATA**

- 5.1. The Licensor does not process the Licensee's personal data.
- 5.2. The email address specified by the Licensee in the Service is used by the Licensor solely for the purposes of providing the Licensee with the QR Code and sending advertising and informational materials; it does not constitute personal data, does not relate to a specific natural person, and is not used to identify the Licensee within the meaning of the Law of the Republic of Uzbekistan № ZRU-547 dated July 2, 2019, "On Personal Data."
- 5.3. The Licensee agrees to the processing of cookies when using the Service. The processing of cookies is carried out to ensure the functioning and improve the performance of the Service, collect statistics, tailor content, and for marketing purposes. Cookies by themselves do not constitute personal data, do not enable the identification of the Licensee, and are not combined with other information that would allow identification. The Licensee is entitled to manage cookie settings and to opt out via the settings of their browser; in that case, the functionality of the Service may be limited. The processing of cookies is carried out in accordance with the Law of the Republic of Uzbekistan No. ZRU-547 dated July 2, 2019, "On Personal Data."

## **6. TERM OF THE AGREEMENT**

- 6.1. The term of this Agreement is coextensive with the License Term.
- 6.2. The Licensee may at any time terminate this Agreement unilaterally, without recourse to court, by delivering a notice in the manner set forth in Section 7 of this Agreement.
- 6.3. The Licensor may at any time terminate this Agreement unilaterally, without recourse to court, without liability to compensate any losses and without prior notice to the Licensee, by disabling the Licensee's access to the Service.

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- 6.4. This Agreement shall terminate if the Licensor decides to discontinue the administration and/or maintenance of the Service.

## 7. FINAL PROVISIONS

- 7.1. All periods specified in this Agreement are calendar periods unless expressly provided otherwise.
- 7.2. If any provision of this Agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions.
- 7.3. This Agreement, and any relationships and claims between the Parties, are governed by and shall be resolved in accordance with the laws of the Republic of Uzbekistan.
- 7.4. The Parties' claims under this Agreement shall be resolved through negotiations in a pre-trial (claim) procedure. If the Parties are unable to reach agreement within twenty (20) days from the date the receiving Party receives a written claim, the dispute may be submitted to a court of competent jurisdiction at the Licensor's place of registration, in accordance with the applicable laws of the Republic of Uzbekistan.
- 7.5. Inquiries, proposals, notices, claims, and requests from governmental authorities shall be sent to:
- ✓ the Licensor's registered office address: Republic of Uzbekistan, Khorezm Region, Khanka district, Pahlavonlar MFY, Xalqlar Do'stligi ko'chasi, 25-uy;
  - ✓ to the email address: [info@id.world](mailto:info@id.world) (in the form of a scanned copy of a paper document bearing a handwritten signature).

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