

USER AGREEMENT FOR THE ESIM.WORLD SERVICE

This User Agreement is a license agreement (hereinafter referred to as the "Agreement") regulating the relationship between the Licensor and the Licensee regarding the use of the Service (hereinafter referred to as the "Parties").

1. TERMS AND DEFINITIONS

- 1.1. **Licensor** – ID.WORLD INC, which grants the right to use the Service under the terms of a simple (non-exclusive) license to the Licensee.
- 1.2. **Licensee** – an individual possessing the necessary legal capacity, who is granted the right to use the Service within the limits stipulated by the Agreement.
- 1.3. **Telecommunications Operator** – a legal entity providing telecommunications services.
- 1.4. **Service** – a set of computer programs consisting of a specialized web service and a mobile application, named eSIM.World, ensuring the provision of a QR code generated by the telecommunications operator to the Licensee.
- 1.5. **QR-code** – a two-dimensional barcode generated by the telecommunications operator, allowing the downloading and activation of an eSIM profile on the Licensee's mobile device for the purpose of receiving telecommunications services.
- 1.6. **License Term** – the period of time from the moment of payment of the license fee until the moment of successful activation of the eSIM profile by scanning the QR code, but in any event no less than one (1) month from the date of payment of the fee.
- 1.7. **Tariff Plan** – a standard form of a commercial offer from the Telecommunications Operator, which specifies the list of possible services and the procedure for determining their price.

2. EXECUTION PROCEDURE

- 2.1. With respect to the form and method of concluding the Agreement, the laws of the State of Florida and U.S. federal laws shall apply, including the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and the Uniform Electronic Transactions Act (UETA). These acts govern the procedure for executing electronic contracts and recognize the legal validity of the acceptance of an offer (click-wrap acceptance) as the handwritten signature of the Licensee.
- 2.2. The completion of a payment by the Licensee (including clicking the 'Buy' button or any other button of similar intent) shall be deemed a full and unconditional acceptance of this Agreement. The Parties acknowledge that the completion of the transaction, along with the preceding order confirmation actions, constitutes the Licensee's express, voluntary, and informed consent and shall be deemed a

legal electronic signature in accordance with the U.S. federal law (E-SIGN Act) and the Uniform Electronic Transactions Act (UETA) as adopted in Florida, carrying the same force and effect as a handwritten signature.

- 2.3. The acceptance shall be deemed granted, the Agreement shall be deemed concluded and entered into force, 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 from the moment of payment of the license fee by the Licensee.
- 2.4. By accepting, the Licensee confirms having read, understood, and fully and unconditionally agreed to the Agreement, the accuracy of the data entered by them, and assumes full responsibility for their accuracy and completeness.
- 2.5. In the event of the Licensee's disagreement with the terms of the Agreement, the use of the Service must be immediately terminated.
- 2.6. The Agreement regulates the relations associated with granting the right to use a computer program on the basis of a license agreement, which does not apply to goods, works, or services.

3. SUBJECT MATTER

- 3.1. The Licensor grants the Licensee the right to use the Service under the terms of a simple (non-exclusive) license worldwide, during the license term, by using the functional capabilities of the Service, and the Licensee shall pay the Licensor a license fee in the manner prescribed by the Agreement.
- 3.2. The Licensee undertakes to:
 - ✓ pay the license fee;
 - ✓ contact the Telecommunications Operator regarding issues of the provision of telecommunications services and the return of the QR code;
 - ✓ regularly familiarize themselves with new editions of the Agreement in the Service. The Licensee's failure to undertake actions to familiarize themselves cannot serve as grounds for the Licensee's failure to perform their obligations and the restrictions established by the Agreement;
 - ✓ send a notice of refusal to perform the Agreement to the Licensor in the event of disagreement with changes to the Agreement. The absence of a refusal to perform the Agreement within 5 days from the date of the amendment of the Agreement and the Licensee's continued use of the Service shall be deemed the Licensee's consent to the respective changes;
 - ✓ use the Service for personal, non-commercial purposes not prohibited by the laws of the State of Florida, USA, and the local legislation of the Licensee;
 - ✓ provide accurate data in the Service;
 - ✓ not identify vulnerabilities of the Service nor make them publicly known;

- ✓ not infringe upon the Licensor's intellectual property rights;
- ✓ not take any actions aimed at causing harm to the Licensor and/or the Telecommunications Operator and/or third parties;
- ✓ defend and hold harmless the Licensor from any actual or potential claims, demands, proceedings, lawsuits, and damages arising as a result of a breach of the Agreement and/or the rights of third parties;
- ✓ bear responsibility for using the Service in ways not specified in the Agreement;
- ✓ compensate the Licensor and/or the Telecommunications Operator and/or third parties for damages (both actual damage and lost profits) arising in connection with the non-performance or improper performance of obligations provided for by the Agreement, within the time limit established by the Licensor and/or the Telecommunications Operator and/or a third party.

3.3. The Licensee is prohibited from:

- ✓ copying, disassembling, decompiling, reverse engineering, modifying the source code, attempting to derive the source code of the Service, as well as copying, broadcasting, distributing, publishing, and otherwise disseminating and reproducing materials (text, graphics, audio, video materials), fragments, and individual elements of the Service posted by the Licensor within the Service without the written consent of the Licensor;
- ✓ carrying out actions aimed at destabilizing the operation of the Service, making attempts at unauthorized access to the management of the Service, as well as carrying out similar actions;
- ✓ carrying out any other actions contrary to the purposes of using the Service or violating the applicable laws of the State of Florida, USA, and the local legislation of the Licensee.

3.4. The Licensor has the right to:

- ✓ amend the Agreement unilaterally without any prior notice to the Licensee; any such amendments shall enter into force on the day of publication of such amendments in the Service. The use of the Service after the amendments enter into force constitutes the Licensee's consent thereto;
- ✓ at any time change the algorithms of the Service, introduce new and/or cancel old functions, change the procedure for access to the Service, modify or supplement the used scripts, software, design and user interface, and other objects used or stored within the Service, any server applications, without noticing the Licensee thereof;
- ✓ suspend, restrict, or terminate the Licensee's access to the Service at any time without explaining the reasons, with or without prior notice;
- ✓ send the Licensee messages constituting notifications of the introduction of new or cancellation of old functions of the Service, as well as promotional and informational messages, in the manner stipulated in the Consent to receive promotional and informational messages and to process personal data;
- ✓ transfer rights and obligations under the Agreement to third parties without the consent of the Licensee.

- 3.5. Any actions performed using the Licensee's device shall be deemed performed by the respective Licensee.
- 3.6. The Licensor shall make commercially reasonable efforts to ensure the operation of the Service on a round-the-clock basis; however, it does not guarantee the absence of interruptions related to technical malfunctions or preventive maintenance, nor does it guarantee the full or partial operability of the Service. The Licensor does not guarantee that the Service will operate at any specific time in the future or that it will not cease operation. The Licensor is not obligated to correct errors or issues within a specific period of time, nor is it obligated to continue the development and release of new versions and updates of the Service.
- 3.7. **ON THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES THE LICENSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, OR INCIDENTAL DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE SERVICE.**
- 3.8. The Licensor shall not be liable for failures, errors, or technical malfunctions of the Service, nor for consequences caused by force majeure circumstances, actions of third parties, or the Licensee's non-compliance with the terms of the Agreement.
- 3.9. The Licensor shall not be liable for the operability of the Licensee's device, or for any damages (both direct damages and lost profits) that may be incurred by the Licensee and/or a third party during the use or inability to use the Service, including but not limited to, as a result of unauthorized access by third parties to the functions of the Service, loss or interception of data downloaded/transmitted by the Licensee, or possible errors or failures in the operation of the Service.
- 3.10. The Licensor is not a Telecommunications Operator, does not provide telecommunications services, and is not responsible for the Licensee's interaction with the Telecommunications Operator and/or third parties, nor for any damages incurred as a result of such interaction. The Licensor is not obligated to participate in such disputes. In the event of a dispute, the Licensee releases the Licensor, its owners, affiliates and officers, employees, agents, and successors from claims, damages, and demands related to the use of the Service and a breach of the Agreement.
- 3.11. Agreements between the Licensee and the Telecommunications Operator are concluded directly. With respect to providing the opportunity for interaction between the Telecommunications Operator and the Licensee, including granting said persons the ability to independently perform certain actions within the Service, the Licensor acts exclusively as an entity that organized the technical capability for interaction between the Telecommunications Operator and the Licensee, and shall not be liable to them and/or third parties.

- 3.12. In the event that the Licensor detects unfair use of the Service by the Licensee, the Licensor has the right at any time to suspend, restrict, or terminate the Licensee's access to the Service without notifying the Licensee.
- 3.13. The Licensee undertakes to defend and hold harmless the Licensor from any actual or potential proceedings, lawsuits, claims, demands, or damages arising as a result of the use of the Service or a breach (or alleged breach) of the Agreement or the rights of third parties.

4. PAYMENT

- 4.1. The amount of the license fee is determined based on the tariff plan of the Telecommunications Operator, is indicated by the Licensor, and is paid by the Licensee upon ordering the QR code.
- 4.2. The license payment paid by the Licensee is not related to the payment for telecommunications services. The return of the QR code is possible to the Telecommunications Operator providing the telecommunications services.
- 4.3. The Licensee's obligation to pay the license fee shall be deemed fulfilled from the moment the funds are credited to the Licensor's settlement account.

5. PERSONAL DATA PROCESSING

- 5.1. The processing of the Licensee's personal data is carried out in accordance with the Licensor's Privacy Policy and the requirements of U.S. law. The Licensee agrees that the email address is used for the provision of the QR code and for marketing communications.
- 5.2. The Licensee consents to the processing of Cookie files when using the Service. The processing of Cookie files is carried out to ensure the functioning and improvement of the Service's operation, collect statistics, customize content, and for marketing purposes. Cookie files in and of themselves are not personal data, do not allow for the identification of the Licensee, and are not combined with other information enabling identification. The Licensee has the right to manage Cookie settings and refuse their use through their browser settings; however, the functionality of the Service may be restricted. The processing of Cookie files is carried out in accordance with the Privacy Policy and the requirements of U.S. data protection law.
- 5.3. For information on how personal data is processed, please refer to our Privacy Policy.

6. TERM OF THE AGREEMENT

- 6.1. The term of the Agreement is equal to the license term.
- 6.2. The Licensee has the right at any time to unilaterally withdraw from the Agreement out of court by sending an appropriate notice in the manner specified in Section 7 of the Agreement.

6.3. The Licensor has the right at any time to unilaterally withdraw from the Agreement out of court, without compensating for any damages, without prior notice to the Licensee, by terminating the Licensee's access to the Service.

6.4. The Agreement shall be terminated if the Licensor makes a decision to cease the administration and/or maintenance of the Service.

7. FINAL PROVISIONS

7.1. All terms specified in the Agreement are calendar days, unless explicitly stated otherwise.

7.2. If any of the provisions of the Agreement is deemed invalid, this shall not affect the validity or applicability of the remaining provisions of the Agreement.

7.3. The Agreement, the relationship, and claims of the Parties are governed by and shall be resolved in accordance with the applicable laws of the State of Florida, USA, without regard to its conflict of laws principles.

7.4. Claims of the Parties under the Agreement shall be resolved through negotiations in a pre-trial claim settlement procedure. If it is impossible to reach an agreement between the Parties through negotiations within 20 days from the date of receipt of a written claim by a Party, the resolution of the dispute may be submitted exclusively to the courts of the State of Florida or the federal courts located in Pinellas County, Florida. The Parties hereby confirm their consent to the exclusive personal jurisdiction and venue for dispute resolution in the specified courts.

7.5. Appeals, proposals, notices, claims, as well as requests from state authorities shall be sent to:

- ✓ the Licensor's corporate address: 7901 4TH ST N STE 300 ST. PETERSBURG, FL 33702;
- ✓ the email address: info@id.world (in the form of a scanned copy of a hardcopy document signed with a handwritten signature).