

TERMS AND CONDITIONS

1. About these Terms and Conditions

These terms and conditions together with the documents referred to in it (the “**Terms and Conditions**”) provide information regarding the terms applicable to the service we provide you to facilitate your purchase of an eSIM and the corresponding data plan from a mobile network operator (the “**Service**”) and for the use of our website www.esimchoice.com (the “**Website**”).

Please read these Terms and Conditions carefully before you start to use the Website, as these will apply to your use, whether as a guest or a registered user, of the Website. We recommend that you print a copy of these Terms and Conditions for future reference.

We may revise, at our sole discretion, the Terms and Conditions from time to time for any reason. We recommended that you check this page from time to time to take notice of any change we made, as they are binding on you.

2. About Us

The Website and Service are provided by eSimChoice. eSimChoice is a trading branch of transact Elektronische Zahlungssysteme GMBH, a German company with company number HRB 114 439 whose registered office is at Fraunhoferstrasse 10, 82152 Martinsried, Germany.

eSimChoice have outsourced the operation of the Website including the distribution and sale of eSIM’s to its service provider SIM Local Ireland Limited. SIM Local Ireland Limited shall act as Merchant of Record for all orders placed on our Website and may appear on your credit/debit card or bank statement for any purchase that you make. SIM Local shall provide all customer service enquiries and shall handle returns.

If you wish to contact their customer service team, please email them at esim@epayworldwide.com.

3. Terms of provision of our Service

3.1 Registration

You may register on our Website for an account with us in order to keep a record of your purchases and activate your eSIM at a time convenient to you.

To complete your registration, you need to provide us with your name and email address and must accept the Terms and Conditions, the Privacy Notice and the Cookie Policy.

You agree to submit true, accurate and complete registration information and to keep such information up to date.

3.2 Purchase and Activation of eSIMs

You may select and purchase your desired eSIM and data plan from our Website.

At the time of purchase, you acknowledge that in order to access the eSIM your device must be eSIM-compatible and network-unlocked. To check whether your device is eSIM compatible and/or network unlocked please follow the guidance on our Website and/or contact your mobile network operator to confirm your device status. The guidance on our Website is provided for information purposes only.

To activate your eSIM, you should on your device (i) either scan the QR code; or (ii) enter manually the activation code that we provide you when you purchase your eSIM. This will enable the eSIM to be configured. Note that activating your plan requires a stable internet connection.

Where you have registered for an account with us, you acknowledge that you have twelve (12) months from your date of purchase to activate your eSIM, following which time, your eSIM will expire.

Where you have not registered for an account, you acknowledge that you must activate your eSIM immediately after purchase otherwise your eSIM will be lost.

3.3 Validity Period of eSIMs

Once your eSIM is activated, your data plan will be available to you immediately.

You acknowledge that your data plan comes with a validity period which refers to the number of days you may use the plan for. This validity period starts from the moment your eSIM has been activated.

Your eSIM will remain active on your device until you have consumed all the data in your plan or the validity period has expired, whichever occurs first.

3.4 Refunds

You may return an eSIM under the following conditions:

- (i) if you change your mind within fourteen (14) days from the date of purchase provided that the eSIM has not been installed and/or activated on your device; or
- (ii) if the eSIM cannot be activated due to a technical problem originated from the mobile network operator.

In order to obtain your refund, you should email your request to esim@epayworldwide.com providing proof of purchase and reason for your refund. If your refund request is valid, you will receive a refund for your purchase within fourteen (14) days from receipt of your request.

If you have purchased and successfully activated the eSIM prepaid plan, we cannot provide you with a refund.

3.5 Intended Uses of our Service

You agree to use our Service for personal use only and be responsible for your own use of the Service.

You agree to use the Service in accordance with these Terms and Conditions and all applicable laws, statutes, or governmental regulations.

You agree not to use the Service to carry out any unlawful or fraudulent acts including, but not limited to, (i) infringe upon or violate our intellectual property rights or the intellectual property rights of others; (ii) upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or the Website; (iii) spam, phishing, pharm, pretext, spider, crawl, or scrape; (iv) interfere with or circumvent the security features of the Service or the Website.

3.6 Suspension and Termination of our Service

We may suspend your access to our Service for any use that would be contrary to the intended uses of the Service (described above) with or without prior notice. We also reserve the right to close your account for any breach of these Terms and Conditions or violation of any law, statute, or governmental regulation.

3.7 Disclaimer of warranties

The eSIM and corresponding data plan is provided to you 'as is' and no further modifications or customizations can be made on individual requests once purchased.

The Service 'is available' for your use, without any representation, warranties or conditions of any kind, either express or implied. We take reasonable measures to make the Service available to you at all times depending on our service provider's availability to maintain network capacity. However, as we rely on the network connectivity of our partners, we cannot guarantee the network coverage, quality or availability of the Service.

4. Terms of Use of the Website

4.1 Accuracy of Information

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date. Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers or availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information is inaccurate at any time without prior notice (including after you have submitted your order).

4.2 Modifications to eSIMs and Pricing

We reserve the right to change without notice (i) the eSIMs and corresponding data plans that we offer on the Website; and (ii) the prices of the eSIMs and corresponding data plans. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of an eSIM.

4.3 Intellectual Property

The Website is property of eSimChoice and all source codes, databases, software, website designs, audios, videos, texts (the “**Content**”) and trademarks, service marks and logos contained therein (the “**Marks**”) are owned or controlled by us or licensed to us and are protected by copyright and trademark laws.

No part of the Website or any Content or Marks may be copied, reproduced, licensed, or otherwise exploited for any commercial purpose, without our express prior written permission.

4.4 Privacy Policy

Our Privacy Policy explains what personal information we collect about you when you use the Website, click the links to view our [Privacy Policy](#).

5. Governing Law

These Terms and Conditions are governed and construed in accordance with the laws of England. The courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with these Terms and Conditions.

Terms and Conditions for eSimChoice Voucher

1 Issuer of eSimChoice Voucher

The issuer of the eSimChoice Voucher ("**eSimChoice Voucher**") is transact Elektronische Zahlungssysteme GmbH, registered in the Commercial Register of the Register Court of Munich under HRB 114 439 ("**transact**").

2 General information on the validity of the GTC and possible uses of the Voucher

The provisions made in these General Terms and Conditions ("**GTC**") apply to the eSimChoice Voucher issued by transact (hereinafter: "voucher"). In these GTC, the terms "you" or "your(s)" refer to the voucher holder. "We", "us" or "our" means transact, including its affiliates and agents.

3 Conclusion of contract

- 3.1 Our offer to you to purchase a voucher represents a non-binding offer. By making a purchase declaration at a sales outlet who sells the eSimChoice Voucher, you are making a binding offer to purchase the eSimChoice Voucher.
- 3.2 The contract on the purchase of the eSimChoice Voucher is concluded by the implied declaration of acceptance at the sales outlet.
- 3.3 The purchase or use of the voucher is subject to these GTC, which constitute the contract between transact and the voucher holder. The contract language is English. By purchasing or using the voucher, the voucher holder agrees to the validity of these GTC. The GTC are available for inspection at all our participating sales outlets at any time or are made available on the current website www.eSimChoice.com under the button "Voucher Terms and Conditions". You should read these GTC prior to your purchase of the eSimChoice Voucher.

4 Changes to the GTC

- 4.1 We reserve the right to change these GTC at any time for operational reasons or to prevent fraud.
- 4.2 The voucher is used exclusively to make the payments described in these GTC.

5 Use of the voucher

- 5.1 You can use the voucher for full or part payment towards any product sold at www.eSimChoice.com ("**Webshop**") and only within the United Kingdom. No other use of the voucher is possible.
- 5.2 You may use the Voucher up to the amount of its loading - up to a maximum of £150 - as often as you wish for payment at the Webshop. The voucher is not

reloadable and once it is purchased, we can't top up the balance or give you a part refund if you change your mind.

- 5.3 If you don't redeem the entire value of the Voucher in a transaction, the balance shall remain on your Voucher until it is used again or expires. We won't give change nor will we exchange the balance for cash.
- 5.4 transact does not guarantee that payment with the voucher is possible at all times.
- 5.5 In case of defects due to a defective voucher, you are entitled to replacement of the voucher. If you think that your voucher is defective, you should immediately notify us in writing by sending the voucher. The contact address to be used is support@esimchoice.com. If the defect cannot be repaired, we will issue you a new voucher with the credit amount corresponding to your balance.
- 5.6 We may reject a payment transaction initiated by a voucher at the Webshop under the following conditions:
 - 5.6.1 if there are reasonable grounds to suspect that the execution would constitute a criminal act or is prohibited for reasons of money laundering law;
 - 5.6.2 if the voucher is blocked or
 - 5.6.3 if the voucher does not have sufficient funds (credit) to pay the requested amount.

In case of refusal, you will be informed about the non-execution of payments immediately during the payment process.

6 Total price / fees

- 6.1 The voucher is provided to you free of charge. The amount you pay will be fully credited to the voucher as a balance.
- 6.2 Payments and checks of the voucher balance are free of charge. There are also no other fees.

7 No right of return

- 7.1 If you purchase the Voucher at a physical sales outlet, you have no right to return the Voucher and exchange the credit amount back into money.
- 7.2 If you purchase the Voucher online, you can cancel the gift up to any time within fourteen calendar days after the day on which you purchased the Voucher, provided none of the balance has been spent.

8 Transferability

The eSimChoice Voucher is not personal and may be transferred.

9 Validity and termination of contract

- 9.1 The eSimChoice Voucher is valid for 12 months from the date of purchase of the voucher, after which time any unused balance on the Voucher will be lost.
- 9.2 We are entitled to block the voucher or to terminate the contract with you if we suspect fraud or misuse or if there are other security concerns or if we should be legally obliged to do so.

10 Duties of care, security of the voucher

- 10.1 You are obliged to keep your voucher safe and to protect it from access by unauthorized third parties.
- 10.2 You should treat your Voucher like cash. In the event of loss, theft or misuse of the Voucher, the Voucher and the credit balance on it will not be replaced by transact. Its liability is limited to the amount of the credit balance on the voucher.

11 Liability of transact

- 11.1 We are responsible to you for foreseeable loss and damage caused by us for any breach of these GTC or for our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the eSimChoice Voucher.
- 11.3 We shall not be liable for any damage caused by force majeure, riots, war, natural disasters or other events beyond our control.
- 11.4 We are not liable for indirect losses. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity or for any other special, indirect, or consequential loss.

12 Governing Law

These GTC are governed by the law of England and Wales.

TERMS AND CONDITIONS FOR THE eSIMCHOICE SUMMER GIVEAWAY (THE "TERMS AND CONDITIONS")

1. Eligibility

- 1.1 The eSimChoice Summer Giveaway (the "**eSimChoice Giveaway**") is open to legal resident of the United Kingdom aged eighteen (18) years or over (the "**Participants**"). Employees of epay Limited are excluded from the eSimChoice Giveaway, as well as their immediate family (*i.e.*, spouses, partners, ascendant descendants and relatives in a straight line, including their spouses and partners).

2. Sponsor

- 2.1 The eSimChoice Giveaway is sponsored by epay Limited a company incorporated in England and Wales under company number 03695345 and having its registered office at Kingfisher house, 2 Woodbrook Crescent, Billericay, Essex, CM12 0EQ (the "**Sponsor**").

3. Agreement to Terms and Conditions

- 3.1 By participating in the eSimChoice Giveaway you agree and accept to be unconditionally bound by these Terms and Conditions and represent and warrant that you meet the eligibility requirements set forth herein.

4. Giveaway Period

- 4.1 Entries will be accepted starting on [26/07/2024 at 11am] and ending on [12/08/2024 at 3pm] (the "**Giveaway Period**"). Entries submitted before or after the Giveaway Period will be disqualified.

5. Prize

- 5.1 The prize of the eSimChoice Giveaway is a one (1) £100 YouChoose gift card (the "**Prize**").
- 5.2 The Prize is not exchangeable for any other goods or convertible into cash. The YouChoose gift card can be redeemed for its value on www.youchooseagift.co.uk for digital content of any participating retailer.

6. How to enter the eSimChoice Giveaway

- 6.1 There is no entry fee and no purchase necessary to enter to participate in the eSimChoice Giveaway prize draw.
- 6.2 In order to enter the eSimChoice Giveaway prize draw, Participants shall complete the following actions during the Giveaway Period:
- (a) Follow the [esimchoice] Instagram account;
 - (b) Like the corresponding eSimChoice Summer Giveaway post; and
 - (c) Tag three (3) friends in the comment section of the post (the "**Task**").

- 6.3 Entry to the eSimChoice Giveaway prize draw is limited to one (1) person. Multiple entries from the same person will be disqualified.
- 6.4 Entry to the eSimChoice Giveaway shall not violate the Instagram Community Guidelines.
- 6.5 The award of the Prize is contingent upon being compliant with the Terms and Conditions and fulfilling the requirements set forth herein. The Sponsor reserves the right not to award the Prize to any Participant which participation is not in compliance with these Terms and Conditions.

7. Winner draw

- 7.1 The Sponsor will select the winner in a random drawing performed by a computer program, from among all eligible entries received. The Sponsor will verify that the selected winner is eligible and has properly completed the Task to enter the eSimChoice Giveaway according to the Terms and Conditions.

8. Winner notification

- 8.1 The winner will be notified by direct message on Instagram within fifteen (15) days from the closing date of the Giveaway Period. The Sponsor will notify the winner when and where the Prize will be delivered.
- 8.2 If the winner cannot be contacted or does not claim the prize within fifteen (15) days of notification, the Sponsor reserves the right to withdraw the Prize from the winner and pick a potential replacement winner.
- 8.3 The Prize will be dispatched by email to the email address provided by the winner. The Sponsor shall not be liable for non-delivery of the Prize as a result of incorrect or incomplete information provided by the winner.

9. Data protection

Controller	epay Limited
Purpose	To validate and manage Participants' applications for the eSimChoice Giveaway
Legal basis	Consent
Rights	<p>Participants have the following rights:</p> <ul style="list-style-type: none"> To access, update, cancel or withdraw any consent at any time, by sending an email to dpo@euronetworldwide.com. Please note that not granting or revoking consent will result in the inability to participate in the eSimChoice Giveaway. To lodge a complaint with a supervisory authority, if they believe that the processing violates data protection regulations.
Data Retention	<p>Participants' personal data will be kept:</p> <ul style="list-style-type: none"> for the duration of the eSimChoice Giveaway; or until a Participant withdraws consent or requests deletion of their data; and for any period necessary to fulfil the Sponsor's legal obligations.
Additional information	Participants' personal data will not be transferred to a third country lacking an adequacy regulation, nor will it be subject to automated decision-making or profiling.

10. General

- 10.1 The eSimChoice Giveaway is in no way sponsored, endorsed, administered by, or associated with Instagram. Participants release Instagram of responsibility in connection with the eSimChoice Giveaway.
- 10.2 In the event that the eSimChoice Giveaway is not capable of running because of fraud, technical failures or any other causes beyond the control of the Sponsor which corrupt or affect the security, fairness, integrity, or proper conduct of the eSimChoice Giveaway, the Sponsor reserves the right to hold void, suspend or cancel the eSimChoice Giveaway, or change the Terms and Conditions either in whole or in part.
- 10.3 These Terms and Conditions are governed by the laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceeding, and settle any disputes, which may arise out of or in connection with these Terms and Conditions.