

Welcome to EiSIM By: Social Fi Cellular Network (“we,” “us,” “our”). By accessing, browsing, or using our platform and services in any way, you (“you,” “your,” “user,” “client”) agree to be bound by these Terms of Service (“Terms”). If you do not agree to these Terms, you must not use our services.

## 1. Services

EiSIM By: Social Fi Cellular Network provides digital services, software subscriptions, and related products through an online platform. Services are delivered through our platform and may utilize third-party infrastructure, application programming interfaces (APIs), and service providers to deliver functionality. By purchasing a service, you acknowledge and agree that third-party systems may be involved in the provisioning, delivery, and ongoing operation of your subscription.

## 2. Eligibility & Account Registration

You must be at least 18 years of age and have the legal capacity to enter into a binding agreement to use our services. By creating an account, you represent and warrant that all information you provide is accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You agree to notify us immediately of any unauthorized use of your account.

## 3. Payments & Billing

- All prices are displayed in the currency shown on the storefront at the time of purchase and are inclusive of the service provider’s pricing and applicable margins.
- Recurring subscriptions are billed automatically at the start of each billing cycle (monthly, quarterly, biannual, or annual as selected).
- You are responsible for ensuring your payment method is valid, current, and has sufficient funds available.
- Failed payments may result in immediate service suspension until the outstanding balance is resolved.
- Payment processing is handled by third-party payment processors (such as Stripe). Your use of these payment services is subject to the respective processor’s terms and privacy policies.
- All fees are non-prorated unless explicitly stated otherwise. Upgrading a service may result in prorated charges for the remainder of the current billing period.

## 4. Refunds & Cancellations

Digital services that have been provisioned, activated, or delivered are generally **non-refundable**. One-time purchases (such as domain registrations, web design, e-SIM data packages, and social media marketing orders) are non-refundable once fulfilled. You may cancel recurring subscriptions at any time through your account dashboard; cancellation will take effect at the end of the current billing period, and no partial refunds will be issued for the

remaining period. We reserve the right to issue refunds at our sole discretion on a case-by-case basis. Contact support for any billing disputes.

## 5. Acceptable Use

You agree not to:

We reserve the right to suspend or terminate accounts that violate these terms without prior notice or refund.

## 6. Service Availability & Uptime

We strive to maintain high uptime and availability for all services but **do not guarantee uninterrupted, error-free, or secure access**. Services may be temporarily unavailable due to scheduled maintenance, software updates, infrastructure changes, or circumstances beyond our reasonable control. We are not liable for any losses, damages, or missed opportunities resulting from service downtime or interruptions.

## 7. Third-Party Services & Integrations

Our platform integrates with and relies on third-party service providers for certain functionality including but not limited to: payment processing (Stripe and other processors), cloud infrastructure and hosting, domain registration services, email delivery, artificial intelligence and machine learning services, VPN providers, file storage providers, and software licensing systems. We are not responsible for the availability, performance, security, accuracy, or policies of any third-party provider. Your use of third-party services through our platform may be subject to additional terms and conditions imposed by those providers.

## 8. Intellectual Property

All platform content, software, code, designs, trademarks, logos, and branding are the property of their respective owners and are protected by applicable intellectual property laws. Your subscription grants you a limited, non-exclusive, non-transferable, revocable license to use the services solely for their intended purpose during the term of your subscription. You may not

copy, modify, distribute, sell, or create derivative works of any platform content or services without express written permission.

## **9. User Content & Data**

You retain ownership of any content, data, or materials you upload or create through our services (“User Content”). By using our platform, you grant us a limited license to host, store, process, and display your User Content solely for the purpose of delivering the services to you. We do not claim ownership of your User Content and will not use it for purposes unrelated to service delivery without your consent.

## **10. Termination**

We reserve the right to suspend, restrict, or terminate your account and access to our services at any time, with or without cause, and with or without notice, including but not limited to cases where:

Upon termination, your right to use the services ceases immediately. We are not obligated to maintain, export, or return your data following termination, though we may do so at our discretion. Any fees paid prior to termination are non-refundable unless otherwise required by applicable law.

## **11. Disclaimer of Warranties**

**ALL SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.** To the fullest extent permitted by applicable law, we disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not warrant that the services will meet your specific requirements, that service operation will be uninterrupted or error-free, that defects will be corrected, or that our platform is free of viruses or other harmful components.

## **12. Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EISIM BY: SOCIAL FI CELLULAR NETWORK AND ITS OPERATORS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES**, including but not limited to loss of profits, revenue, data, business opportunities, goodwill, or other intangible losses, arising from or related to your use of or inability to use the platform or services, regardless of the theory of liability (contract, tort, strict liability, or otherwise), even if we have been advised of the possibility of such damages. Our total aggregate liability for all claims

arising from or related to these Terms or the services shall not exceed the total amount you have actually paid to us for services during the twelve (12) months immediately preceding the event giving rise to the claim.

### **13. Indemnification**

You agree to indemnify, defend, and hold harmless EiSIM By: Social Fi Cellular Network and its operators, affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (a) your use of the services; (b) your violation of these Terms; (c) your violation of any rights of a third party; (d) your User Content; or (e) any fraudulent, negligent, or wrongful act or omission by you.

### **14. Dispute Resolution & Arbitration**

Any dispute, claim, or controversy arising out of or relating to these Terms or the use of our services shall first be attempted to be resolved through good-faith informal negotiation by contacting us through the support system on this platform. If the dispute cannot be resolved informally within thirty (30) days, you and EiSIM By: Social Fi Cellular Network agree that the dispute shall be resolved through **binding individual arbitration** administered in accordance with the rules of the American Arbitration Association (AAA), and judgment on the award may be entered in any court of competent jurisdiction. **You agree that any arbitration or legal proceeding shall be conducted on an individual basis only and not as a class action, class arbitration, or representative proceeding.** You waive any right to participate in a class action lawsuit or class-wide arbitration against us.

### **15. Governing Law & Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the **United States of America** and the state in which the operator of this platform resides, without regard to its conflict of law provisions. To the extent that arbitration is inapplicable or unenforceable, you consent to the exclusive jurisdiction and venue of the state and federal courts located in the United States for the resolution of any disputes.

### **16. Force Majeure**

We shall not be liable for any failure or delay in performing our obligations under these Terms where such failure or delay results from events beyond our reasonable control, including but not limited to: natural disasters, acts of God, war, terrorism, riots, civil unrest, government actions or sanctions, pandemics or epidemics, power outages, internet or telecommunications failures, cyberattacks, third-party service outages, labor strikes, or any other event of similar nature. During such events, our obligations shall be suspended for the duration of the force majeure event.

### **17. Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, it shall be severed from these Terms. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

## **18. Entire Agreement**

These Terms, together with our Privacy Policy and any other policies or agreements referenced herein, constitute the entire agreement between you and EiSIM By: Social Fi Cellular Network regarding the use of our services and supersede all prior or contemporaneous communications, proposals, representations, and agreements, whether oral or written.

## **19. Waiver**

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by us.

## **20. Assignment**

You may not assign or transfer these Terms or any rights or obligations hereunder without our prior written consent. We may assign or transfer these Terms, in whole or in part, without restriction and without notice to you, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

## **21. Modifications to Terms**

We reserve the right to modify, update, or replace these Terms at any time at our sole discretion. Material changes will be communicated through the platform or via the email address associated with your account. Your continued use of the platform and services after any changes to these Terms constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you must discontinue use of our services.

## **22. Contact**

For questions, concerns, or legal notices regarding these Terms of Service, please contact us through the support system available on this platform.