



TERMS AND CONDITIONS

Article 1. Definitions

Unless otherwise stated, the following terms are used as defined below throughout this Contract.

Activation: The eSIM gets activated by immediate purchase or upon the date specified during the purchase.

Service: Means the DATA service provided by enjoyesim as more specifically described in article 3. The Service may not be available in all locations

Prepaid eSIM: A Prepaid eSIM is an industry-standard digital SIM that allows the customer to activate a data plan without having to use a physical SIM. By buying Enjoyesim you can download data package directly to your device and start enjoying easy connectivity.

Prepaid Account: Account dedicated to the Customer, holder of the Prepaid eSIM, on which his credit consumption can be seen. The account can be accessed by the Customer in accordance with Article 5 below.

Article 2. Purpose-Scope

These Terms And Conditions are intended to define the conditions of access and use of enjoyesim Prepaid eSIM which is a brand of e-LUX Mobile Telecommunications Services S.A.

Article 3. Description of the Prepaid eSim Service

The Prepaid eSIM Service allows the Customer, holder of Prepaid eSIM, to use DATA Service according to bundle allocated to the Prepaid Account. The period of validity of the Prepaid eSIM and the rates in effect are described on the website.

Article 4. Access to the Prepaid Services

4.1 Acceptance of the SIM Card Special Conditions

Any purchase of Prepaid Cards requires prior consultation by the Customer of these Terms and Conditions permanently available on the website www.enjoyesim.com. By purchasing one or more Prepaid eSIMS, the Customer acknowledges having read these terms and accepts all of them, the act of purchasing one or more Prepaid eSIM(s) entailing their acceptance. The Customer is also fully aware that his agreement does not require the handwritten signature of this document. Consequently, the receipt of purchase and the use of the QR code constitute approval of these conditions.

4.2 Compatible mobile devices

It is the customer's responsibility to ensure that the device is eSIM compatible and network-unlocked. By checking "I have an eSIM compatible and network-unlocked device" for proceeding with the purchase, the customer is held responsible for this information. As device compatibility may depend on the carrier and country of origin, the customer must check the list of eSIM compatible devices provided at the checkout/on the website. The eSIM compatibility list is not exhaustive, meaning that there might be newly announced eSIM compatible devices that have not yet been added.

enjoyesim cannot be held liable for any particular malfunction, failure, damage related to the use of the device provided by a third party.

4.3 Purchase of Prepaid eSIM

To benefit from the Prepaid eSIM Service, the Customer must buy a Prepaid eSIM with data service plan through the web site or the enjoyesim App.

The price of the Prepaid eSIM is due immediately upon purchase.

4.4 eSIM Activation

4.4.1 After the customer buys a Prepaid eSIM through the web site www.enjoyesim.com or the enjoyesim App, he/she receives an email with a QR code. The eSIM gets activated by scanning the QR code.

4.4.2 The activation of the Prepaid eSIM must be done within a period not exceeding one year of purchase. Otherwise this Agreement is automatically terminated.



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Article 5. Charges and Delivery

The Charges for use are indicated on the web site: www.enjoyesim.com

The customer will immediately see the purchased eSIM under the “My eSIMs” tab on the website and/or the app. The customer will receive a confirmation email after the purchase. All the information for installing the eSIM will be sent to the customer by that mail.

The eSIM data package from enjoyesim, is offered as-is and no further modifications or customization can be made based on individual requests once purchased.

Article 6. Start, Duration, And Termination of the Contract

The service contract between enjoyesim and the customer starts upon completing an order at enjoyesim's website www.enjoyesim.com or app. The Activation of the eSIM and acknowledgment of the Activation Policy is the Customer's responsibility. Prepaid eSIM has a limited validity period starting with its Activation. This period is specified on the web site www.enjoyesim.com. The contract will be terminated in case the customer does not have an active data package or has deleted the eSIM from the device.

Article 7. Customer Engagements

In using the Services provided by enjoyesim, the Customer must not engage in any action: that is abusive, illegal, or fraudulent; that causes the Network to be impaired or damaged; When the Customer is in breach of its obligations under this Article 8., Enjoyesim may suspend the Customer's use of the Service. enjoyesim will notify the Customer as soon as reasonably practicable of the suspension

Article 8. Fair Use Policy

The Customer acknowledges that he/she has been made aware in advance of the fact that enjoyesim applies fair use policy rules drawn up and/or updated by the competent authorities (including the European Commission by virtue of Regulation (EU) 531/2012 on roaming on public mobile communications networks within the Union, as amended) .

Article 9. Traffic Management

9.1. The minimum, announced, maximum and normally available internet access speeds (or Data traffic transmission speeds) depends on several factors, including the overall traffic generated on the mobile network, the device used by the Customer, or the territorial coverage of the network and therefore cannot be guaranteed in all circumstances. The level of quality of the service applicable to traffic transmission constitutes an obligation of best endeavours on the part of enjoyesim, without prejudice to measures that enjoyesim is authorised to take by virtue of Article 10.2 to below.

9.2. enjoyesim is authorised to take reasonable measures to manage the traffic of data (including throttling or blocking and/or any other reasonable means according to the circumstances) provided that these are transparent, non-discriminatory, proportionate and necessary:

- to offer objectively different technical service levels for specific categories of traffic;
 - to implement a legislative or regulatory provision, court ruling or administrative decision;
 - to preserve the integrity and/or safety of the Infrastructure, of services provided via this Infrastructure and of Customer terminals;
- or
- to reduce as much as possible the effects of temporary or exceptional congestion of the Infrastructure provided that equivalent traffic types are treated identically.

For the sake of clarity, throttling induces a decrease of Internet speed, that may lead to extended downloading or uploading time whereas blocking leads to a disruption of all or part of the related Service of the same duration.

Article 10. Refund Policy

enjoyesim has a no refund policy. Purchased Prepaid eSIMs are nonrefundable.



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Article 11. Governing Law & Jurisdiction

This Agreement is governed by laws of Luxembourg. Any dispute regarding the conclusion, performance or interpretation of this Agreement will be submitted to the Courts of Luxembourg.

Article 12. Liability And Warranty

enjoyesim is not responsible for detriments arising as a result, that the proposed service is not or not constantly available. enjoyesim provides no guarantee of constant availability of the network service. For any requests please contact us through website www.enjoyesim.com

Article 13. Customer Service

enjoyesim has a customer complaint form on the website www.enjoyesim.com, any complaint will be dealt with and responded within reasonable time. enjoyesim commits to resolve all complaints submitted by the Customer, which are proven valid, taken into account the rights of both parties.