

## **GENERAL CONDITIONS OF SALE**

### **Art. 1 Subject**

**1.1.** These general conditions of sale (hereinafter also GCS) apply to the online purchase of eSIM (hereinafter Products or Product) marketed through the e-commerce site esim.manetmobile.com (hereinafter the Site) by users qualifying as consumers pursuant to article 2.2 below.

**1.2.** The Site is owned and managed by Manet Mobile Solutions s.r.l. (hereinafter also the Supplier) with a registered office in Rome, Via Edoardo D'Onofrio 67 and registered with the Rome Chamber of Commerce under no. RM-1449947 in the Register of Companies tax code 13464271009 and VAT number 13464271009.

**1.3.** In order to make purchases through the Site, the user must be of legal age, be able to act and qualify as a consumer (hereinafter also Buyer or Buyers).

**1.4.** The Supplier invites the Buyer to carefully read these GCS and to print and / or save them on a permanent and accessible medium.

### **Art. 2 Definitions**

**2.1.** The term "contract" means the sales contract with which the Supplier, upon payment of the price, transfers the ownership of the Products to the Buyer in the context of a remote sales system through telematic tools organized by the Supplier and regulated by these GCS.

**2.2.** The term "Buyer" means the consumer who is an individual who makes the purchase, referred to in this contract, for purposes not related to any commercial or professional activity carried out.

**2.3** The term "Product » means the eSIM (*embedded subscriber identity module*), that is a digital pre-paid SIM wich allows to activate a data plan (hereinafter the "Services") with a network operator without having to use a SIM card. The Services are provided by local or international network operators and their intermediaries (hereinafter the "Network Operatos").

### **Art. 3 Methods of stipulating the contract and conclusion**

**3.1.** The contract between the Supplier and the Buyer is concluded exclusively through the Internet, through the access of the Buyer to the address esim.manetmobile.com, by clicking on the button « buy now », selecting a destination where he intends to use the eSIM, selecting data plan and its duration, entering the data required for the purchase (first name, last name, e-mail address, country of residence, country of the purchase, date of activation of the eSIM, credit card details), verify the compatibility of the device with the eSIM and after having made the payment and accepted these GCS, places the order. When the Supplier receives the order from the Buyer, a printable email confirmation and order summary is sent, which also contains the installation instructions of the eSIM through a QR-code. The general information about the installation is available at this web page: <https://www.manetmobile.com/how-to-install-manet-esim/?lang=en>.

**3.2.** Each order sent by the Buyer implies acceptance of these GCS. The GCS therefore constitutes an integral and essential part of the sales contract and must be reviewed online by the Buyer before completing the purchase procedure. The submission of the order therefore means complete knowledge and full and explicit acceptance of both the General Conditions of Sale and of what is indicated in the same order. After placing the order, the Buyer will not be able to modify and / or cancel it.

**3.3.** The contract stipulated between the Supplier and the Buyer is concluded exclusively with the acceptance of the order by the Supplier.

**3.4.** The Supplier reserves the right, at its sole discretion, to refuse the order if:

a) there are insufficient guarantees of solvency of the payment or in case of default payment or partial payment of any sum owed by the Buyer, in the event of problems with payment, or in the

case of fraud or attempted fraud related to the use of the Site, also with reference to previous orders;

b) the orders are incomplete or incorrect (for example in the case of an error in the information provided by the Buyer in relation to: payment card number, expiration date, card security code, billing address, date of activation etc.).

**3.5.** In the cases referred to in the previous art. 3.4., The Buyer will be informed by email that the contract has not been completed and that the Supplier has not confirmed the purchase order specifying the reasons. In the event that the Buyer has already paid the price of the Products, the Supplier will make a refund within 14 (fourteen) days.

#### **Art. 4 Amendments to these GCS**

The Supplier reserves the right to modify these GCS at any time, at its own discretion, without the need to give any notice to the Buyers. Any changes made will be effective from the date of publication on the Site and will apply only to sales concluded after that date.

#### **Art. 5 Payment and reimbursement rules**

**5.1.** Payment is made in advance at the time of the Order by the Buyer by credit card.

**5.2.** The Buyer guarantees the Supplier the necessary authorization to use the payment method chosen when placing the order.

**5.3.** All orders are payable in euros, including taxes and compulsory contributions. Any bank charges will be charged exclusively to the Buyer (even in the event of a refund).

**5.4.** Any refund to the Buyer will be prompt and in any case no later than 30 (thirty) days, credited to the same payment method chosen by the Buyer or with a different method proposed by the Supplier and expressly accepted by the Buyer.

**5.5.** All communication relating to payments take place on a dedicated Supplier line protected by an encryption system. The Supplier guarantees the storage of this information with an additional level of security encryption and in compliance with the provisions of current legislation on the protection of personal data.

#### **Art. 6 Prices**

**6.1.** All sales prices of the Products displayed and indicated on the Site are expressed in euros and include VAT.

**6.2.** The sales prices displayed on the Site refer only to the Products sold online and can be changed at any time and without notice.

**6.3** In the event that errors or inaccuracies in the prices and shipping costs indicated on the Site should occur, the Buyer will be contacted by email and will be able to decide whether to confirm the order with the correct price or shipping cost or request a cancellation with consequent reimbursement of the entire amount paid.

#### **Art. 7**

Any requests for refunds must be requested by e-mail to this e-mail address support@manetmobile.com, indicating the reasons. The Supplier'll forward each case to the Network Operators, who'll autonomously decide about refunding it and the amount (total or partial, depending on the specific situations).

#### **Art. 8 Products and Services**

**8.1.** The Services will be available to the Buyer starting on the activation date of the eSIM and for the period specified at the time of the purchase. The Supplier shall not be required to refund the Buyer any amount for his unused data bundle relating to the Services at the time of termination.

8.2. The Services are delivered by third parties (Network Operators), so the Supplier cannot warrant or guarantee that the Network Operators' services are in good quality and coverage and fault free.

8.3. The use of the Services may be subject to different laws and regulations. The Supplier will not accept any liability for failure to comply with those laws or regulations by the Buyer.

8.4. The prices of the Products and / or their characteristics may be subject to change without notice. These changes operate only for orders not yet confirmed at the date of the change itself. In any case, before sending the purchase order, the Buyer is invited to check the final sale price.

8.5 The Services are provided on an "as is" and "as available" basis.

#### **Art. 9 Limitation of liability**

9.1. The Supplier assumes no responsibility for inefficiencies attributable to force majeure or to third parties, for failure to execute the order within the time stipulated in the contract. The Buyer agrees to provide the maximum co-operation to resolve any poor service.

9.2. The Services are delivered by third parties (Network Operators), so the Supplier cannot warrant or guarantee that the Network Operators' services are in good quality and coverage and fault free.

The Network Operators Services are being governed by their own terms and policies, which the Buyer you can review, each at its own website

9.3. Furthermore, the Supplier will not be liable for damages, losses and costs incurred by the Buyer as a result of the non-execution of the contract for causes beyond its control.

9.4. The Supplier assumes no responsibility for any fraudulent or illegal use that may be made by third parties, credit cards and other means of payment for the payment of the Products purchased, if it demonstrates that all possible precautions have been adopted.

9.5. The Supplier denies all responsibility for direct and indirect damage, whether foreseeable or not, consequent and / or connected to the Buyer's use of the Site. In the event that the Supplier is held liable due to an injury suffered by the Buyer and attributable solely to the transmission of an order, this liability will be limited to the amount of the order paid by the Buyer to the Supplier.

9.6. The Buyer declares to have full capacity to act and enter into a contract for the purchase of the Products on the Website on the basis of these General Conditions of Sale. The Supplier may in no case be required to verify the ability of visitors and Buyers of the Website to proceed. In the event that a person who does not have the necessary capacity to act, as in the case of a minor, places an Order on the website, without prejudice to the responsibility of their parents or legal guardians for this Order and the related payment, the Supplier may refuse to accept the Order.

#### **Art. 10 Obligations of the Buyer regarding the use of the Product and the Services**

10.1 The Buyer shall use the Product and the Services in compliance with these GCS and he is solely responsible for all use of the Service and for all content, information and communications transmitted using the Product and the Services.

10.2 The Buyer undertakes to (a) not use the Services for any fraudulent or unlawful purposes nor use the Services to send any communication which is of an abusive, obscene, harassing or menacing nature; (b) not use the Service to commit or facilitate the commission of a crime, or other unlawful act; (c) not act in any way, which may affect or impair the operation of any network used or operated by us; (d) not send or upload anything that infringes 3rd party intellectual property rights (unless you have permission); (e) only use the Service for your own personal use and must not sell, resell, lease, sub-lease or otherwise deal commercially with the Services; (f) only use the Service for the purposes and in the manner expressly permitted by this Agreement; (g) only use the Services in accordance with all applicable laws and regulations of your home nation, the

country in which you reside, or the country in which you are present whilst using the Service; (h) provide us with whatever proof of identity we may reasonably request;

**10.3** The Buyer represents and warrants that (i) he is not located in a country that is subject to a Italian Government embargo, or that has been designated by the Italian Government as a "terrorist supporting" country; and (ii) he is not listed on any Italian Government list of prohibited or restricted parties.

**10.4** The Buyer shall be responsible for configuration of the device so that it may properly make use of the Product and the Services.

#### **Art. 11 Additional Obligations and prohibitions of the Buyer regarding this Contract**

**11.1.** Once the online purchase procedure has been completed, the Buyer undertakes to print and keep these GCS, which have already been viewed and accepted as an obligatory step during the purchase.

**11.2.** The product offers on the Site are aimed at Buyers of legal age and, therefore, it is strictly forbidden for people under the age of 18 to place orders online.

**11.3.** It is strictly forbidden for the Buyer to enter false, fabricated, third party and / or fictional information for the execution of this contract and further related communications; personal data, address, telephone number and email address must only be personal and real data and not that of third party or fictional.

**11.4.** The Supplier reserves the right to legally pursue any violation and abuse, in the interest and for the protection of all Buyers.

**11.5.** The Buyer indemnifies the Supplier from any liability deriving from the issue of incorrect tax documents due to errors relating to the data provided by the Buyer, who is fully responsible for the correct input.

**11.6** The Buyer acknowledges, accepts and expresses consent for the Supplier to send any communication relating to the purchase of the Products, to the email address indicated by the Buyer at the time of the order.

**11.7** The Buyer cannot assign rights and duties contained in these terms and conditions to a third party.

#### **Art. 12 Termination**

The Supplier may terminate this Agreement and cease supplying the Services at any time, by notifying the Buyer by e-mail, in the event that the Buyer materially breachsthe Articles 10.1, 10.2, 10.3, 11, 14 of this Agreement. The Supplier shall not be required to refund the Buyer any amount for his unused data bundle relating to the Services at the time of termination.

#### **Art. 13 Exclusion of right of withdrawal**

The Buyer acknowledges and expresses accepts that in relation to these Services and Products the Buyer's right of withdrawal is excluded.

#### **Art. 14 Intellectual Property in the Services**

All technology, intellectual property and documentation relating to the Services shall remain our property. On purchasing the Services we grant you a revocable, conditional, non-exclusive, non-assignable, non-sub-licensable license to use the Services.

#### **Art. 15 Protection of confidentiality and processing of the Buyer's data**

The Supplier collects and processes the Buyer's personal data in order to provide its products and services in accordance with these General conditions of Sale. For information concerning data

processing, personal data of the Buyer, he may consult the site's Privacy Policy, available at the following address: <https://www.iubenda.com/privacy-policy/78310463>

#### **Art. 16 Methods of conservation / archiving of contractual documents**

**16.1.** The Supplier informs the Buyer that each order sent is stored in digital / paper form on the server / at the headquarters of the Supplier according to criteria of confidentiality and security.

**16.2.** The Buyer is invited to save both the order confirmation email and these GCS on a personal device, in an appropriate digital format.

#### **Art. 17 Communications and complaints to the Supplier**

Written communications, complaints and direct returns to the Supplier set out in these GCS will be considered valid only if sent by email to the following addresses: [support@manetmobile.com](mailto:support@manetmobile.com)

#### **Art. 18 Applicable law, dispute resolution and place of jurisdiction**

**18.1.** The interpretation, execution and termination of these GCS and the contract concluded between the Supplier and the Buyer are governed by Italian law and will be interpreted according to it, without prejudice to any other prevailing mandatory rule of the Buyer's country of residence. Any inherent and / or consequent disputes will be resolved on a non-exclusive basis by the Italian judicial authority and specifically by the Court of Rome, unless the Buyer intends to opt, as it is his/her right, for the court of the place of domicile or residence according to the applicable National law.

**18.2.** The Supplier is always available to seek an amicable solution to any disputes that have arisen, through the direct contacts indicated in art. 17 or the procedures laid down by the individual Member States.

#### **Art. 19 Disposizioni generali**

**19.1** In the event of termination of this Agreement the clauses of these GCS that reasonably should survive termination will remain in effect.

**19.2** If any provision of these GCS are found to be unenforceable, all other conditions shall remain unaffected.

**19.3** Failure to enforce any of article under these GCS does not result in a waiver of that right.

**19.4** The Supplier reserves the right to assign rights and duties contained in these GCS to a third party.

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