

# Privacy policy

Date: 01.05.2025

This document ("Privacy Policy") explains the privacy rules applicable to all information collected or submitted when users access, install, or use JetSIM (as defined below), the App, and the Website, regardless of the device (computer, mobile phone, tablet, etc.) used.

In this Privacy Policy, "personal data" refers to any information or set of information that allows us to directly or indirectly identify a user (e.g., by name, surname, email address, telephone number, etc.).

User should read this Privacy Policy in conjunction with the Consumer Terms of Service, the Business Terms of Service (if the user is an employee or authorized personnel of JetSIM's customer, as defined below), or Experiences Terms of Use, if they want to use JetSIM or other related services we may provide to user that directly link to this statement.

Additional information on how a user's data is processed may also be outlined in contractual terms, supplemental privacy statements, notices.

Capitalized terms used in this Privacy Policy as definitions are defined either within this document or in our Consumer Terms of Service, Business Terms of Service, and Experiences Terms of Use.

By registering an Account, accessing and using the App, the Website, ordering and/or using Data Plans, booking Experiences, contacting us with inquiries related to JetSIM (collectively, the "Service" or "Services"), the user acknowledges that they have read and agree to be bound by this Privacy Policy. If the user disagrees with the rules of this Privacy Policy, they should not use our Services.

## Who we are

We are A2K Digital LLC, entity number B20250118866, principal business address 1401 21ST ST STE R SACRAMENTO, CA 95811 ("JetSIM", "we", "us", "our").

## 1. PROCESSING OF PERSONAL DATA

JetSIM processes user's personal data to a limited scope to provide Services, process payments for the Services, and enable the functioning of our Website and App. We may process the following categories of personal data:

## Information required to create Account and sign up for the Services

Name, email address. We collect the user's full name and email address during registration. This information is necessary for establishing an Account, retrieving a lost password, and using the Services. Under certain circumstances for regulatory purposes in some countries to create an Account and sign up for the Service we may require copies of personal documentation (Passport, ID document, etc.) from the user which will be held by us and made available to national regulators if they so request.

Order data. When a user orders Services we process certain order information (e.g., the data plan user has chosen, term, currency, status, approximate location based on IP address, etc.).

## Payment related information

Payment data. This information is necessary to collect payments for our Services. Our payment processing partners process basic billing information for payment processing and refund requests (such as date of purchase, payer's IP address, zip code, card owner's full name, and credit card information).

Country details. When providing payment details for Services related to Data Plans, we ask our users to provide the country, state or province where they are registered, have a permanent address or usually live. This information is necessary for VAT calculation purposes.

Information for payment fraud prevention. To prevent fraudulent payments for the Services, user's personal data (such as payer's email address and device information) can be verified by our and/or our payment processing partner's fraud management tools. A payment transaction that is considered high-risk may be rejected by us.

## Communication data

Email address. We use the user's email address to: i) send user important updates and announcements related to their use of our Services; ii) respond to user's requests or inquiries; iii) send user offers, surveys, and other marketing content (user can opt-out of those at any time).

Customer support inquiries. We keep the information that the user provided to our customer support team that was necessary to resolve the query. Depending on what information is necessary, it can consist of, but is not limited to: payment information for customer verification processes, user's country name, information on user's device, etc.

Communication optimization data. We use various tools to help us optimize our email campaigns. These tools may track events the user performs with an email, such as open

and unsubscribe. We may also be able to see the user device's operating system (e.g., Windows, Mac, iOS, Android) to optimize push notifications and automatically set the language.

Chatbot. If the user contacts us via our chatbot on our website, in addition to collecting the user's contact information, we will be able to see the user's IP address. This additional information is necessary for our support to determine the user's country.

## Information collected on our Website

Service usage. We collect information about specific JetSIM Services user use.

Access logs. Like most websites on the internet, our Website collects access logs (such as IP address, browser type, operating system) to operate our services and ensure their secure, reliable, and robust performance. This information is also essential for fighting against DDoS attacks, scanning, and similar hacking attempts.

Cookies. Cookies, pixels, and other similar technologies are usually small text or image files that are placed on the user's device when the user visits our Website. Some cookies are essential for our Website to operate smoothly; others are used to improve Websites' functionality, analyze aggregated usage statistics to improve Website's performance, and for advertising. We also use affiliate cookies to identify the customers referred to our Website by our partners so that we can grant the referrers their commission. Users can check what cookies we use in our Cookie policy.

## Information collected on our App

In-app event information. Our App collects information about the activity on the user's Account. The in-app event information is necessary for us: (i) to know if the App is working properly (e.g. if the user was able to register or login successfully, if the user was able to download and install eSIM, if the user is able to search and book the Experiences, etc.); (ii) to know how users interact with our App (e.g., what kind of user interface items are the most or least used, are notifications we show of interest to users, etc.); and (iii) to identify problems related to our app performance and updates (e.g., crash error reports). The in-app event contains the following information:

General event information: event time, categorization, and limited routing information.

Device information: device's operating system and its architecture, device type, model, brand, unique device identifier, device's city, country, and time zone.

App information: name, version, and source of the App, enabled/disabled features at the time of the event, network type, public internet service provider's information, user preferences (e.g., notifications enabled/disabled, language).

Account information: active/inactive plans, current and past active/inactive plans.

Traffic data. We may hold data about the network usage, Services assigned to the user's Account, and purchase history to grant user rights related to the refund policy.

Experiences. We may hold data about the Experiences booked and assigned to the user's Account, and purchase history to grant user rights related to the Changes & Cancellation policy.

Device information. We may collect some device information on our Apptoo. Such information is logged automatically and may include the model of the user's device, operating system version, and similar non-identifying information. We may use this information to monitor, develop, and analyze the use of Services. Additionally, aiding users in making the most of eSIM functionalities.

Device identifiers. In some cases, we may record the user's device's identifier for marketing or analytics purposes. These identifiers are assigned to the user's device by the OS manufacturer and can be reset at any time from the user's device's settings. For instructions, see the following policies for different devices: Advertising & Privacy on iOS devices and Managing Google Settings on Android devices.

## 2. GROUNDS FOR PROCESSING OF PERSONAL DATA

User's personal data is processed:

Where it is necessary to fulfill the contract with our users. Such cases include: i) to provide access to Services; ii) to process user's purchase transactions; iii) to ensure the secure, reliable, and robust performance of Services, Website and App.

When we have a legal obligation to process certain personal data collected from users (e.g., to keep and process records for tax purposes and accounting).

Where users have provided consent to us. Such cases may include: i) to send marketing communication (unless applicable law permits us to contact the user without user's prior consent); ii) to communicate with users and manage users' participation in JetSIM's contests, offers, referrals, or promotions. Please note that although JetSIM may also process the user's personal data for marketing purposes when applicable law permits us to contact the user without separate consent if the user chooses not to receive marketing communication from us (i.e., if the user opt-out), we will honor the user's request.

We sometimes may process user's personal data under the legal basis of our or third parties' legitimate interest. Such cases include: i) to properly administer business communication with user; ii) to detect, prevent, or otherwise address fraud, abuse, security, or technical issues with our Services, the Website and the App; iii) to protect against harm to the rights, property, and safety of JetSIM, our users, or third parties; iv) to improve or

maintain our Services and provide new products and features; v) to receive knowledge of how our Website and App are being used (crash reports, app store reviews, information about the channel from which our App was downloaded, etc.); (vi) to send third party provided information and updates about booked and upcoming Experiences.

### 3. SHARING PERSONAL DATA

We do not share our users' Personal Data with third parties except as described in this Privacy Policy.

For eSIM related Services:

Technological partner. We act as an agent for our technological partner eSIM Go to deliver Services directly to the user according to their [terms of Service](#). Our partner is eSIM Go, a limited liability company incorporated and registered in England and Wales with company number 12465777 whose registered office is 8 North Bar Street, Banbury, Oxfordshire, United Kingdom, OX16 0TB ("eSIM Go"). We share information (which may include information relating to Personal Data). More information on how eSIM Go processes Personal Data can be found on eSIM Go [Privacy Policy](#).

Service providers. We also use third-party service providers to help us with various operations, such as payment processing, email automation, the Website and the App diagnostics, analytics, and others. As a result, some of these providers may process personal data. Some of our main service providers:

Marketing, application analytics, and diagnostics, e.g., Amplitude (provided by Amplitude Inc.), Google Analytics, Firebase Analytics (provided by Google), AppsFlyer (provided by AppsFlyer Ltd.), Adjust (provided by Adjust Inc.).

Payment processing, e.g., Stripe Inc., Stripe Payments Europe Ltd., PayPal Inc.

Other JetSIM partners and processors. In certain cases, our partners - such as distributors, resellers, and app store partners - may act as independent data controllers of users' personal data. When this is the case, their own procedures (e.g., terms of service and privacy policies) will apply to their processing activities. In other situations, we may collaborate with partners as joint controllers, meaning we jointly determine the purposes and means of processing personal data, and both parties are responsible for ensuring compliance with applicable privacy laws.

Additionally, we may engage third-party service providers, aggregators, vendors, or affiliates to process personal data on our behalf, strictly following our instructions and solely for the purposes outlined in this Privacy Policy. These parties act as data processors and are contractually obligated to implement appropriate technical and organizational measures to safeguard personal data and comply with applicable data protection laws.

We also partner with third parties to display advertising on our Website or to manage our advertising on other sites. These partners help us deliver more relevant ads and promotional messages to users, which may include behavioral, contextual, and generic advertising. We and our advertising partners may process certain personal data to help us understand users' preferences so that we can deliver advertisements that are more relevant to users.

Users' personal data may be processed in any country in which (i) we engage service providers and partners or (ii) Experiences being provided. When users use our Services, the Website, the App or Experiences, provided by Suppliers, they understand and acknowledge that their personal data may be transferred outside of the country where they reside.

Protection of user's rights. We may disclose personal data to establish or exercise our legal rights or defend against any legal claims or other complaints. We may also share such information if we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, and violations of our Consumer Terms of Service, Business Terms of Service, or Experiences Terms of Use.

Investigations, courts & others. We may provide personal data to law enforcement and pre-trial investigation authorities, courts and other dispute resolution authorities, and other persons performing functions assigned by law. We provide information to these entities as required by law or as specified by the entities themselves.

Business transfers. We may share users' personal data in those cases where we sell or negotiate to sell our business or go through a corporate merger, acquisition, consolidation, asset sale, reorganization, or similar event. In these situations, JetSIM will continue to ensure the confidentiality of users' personal data.

Cross-border transfers of personal data. To facilitate Services, the Website, the App and the Experiences, we may store, access, and transfer personal data from around the world, including in countries where JetSIM has operations. These locations may not guarantee the same level of protection of personal data as the one in which the user resides. We assess the circumstances involving all cross-border data transfers and have suitable safeguards in place to ensure that users' personal data will remain protected in accordance with this Privacy Policy. For example, in case a user's personal data is transferred to countries outside the EEA, we make sure there is an adequacy decision from the European Commission with regards to the recipient country or we use standard contractual clauses approved by the European Commission for such transfer of user's personal data.

## 4. CHOICES RELATED TO USER'S DATA

Please note that various data protection laws across different jurisdictions provide privacy rights to the user as a data subject. Subject to those applicable data protection laws, among others, user may have the following rights:

Delete: request us to erase the user's personal data.

Access: know and access personal data JetSIM has collected about the user.

Rectify: rectify, correct, update, or complement inaccurate/incomplete personal data JetSIM has about the user.

Object: object to the processing of user's personal data which is done based on our legitimate interests (e.g., for marketing purposes).

Portability: request us to provide a copy of user's personal data in a structured, commonly used, and machine-readable format or to transmit (if technically feasible) user's personal data to another controller (only where our processing is based on user's consent and carried out by automated means).

Restrict: restrict the processing of user's personal data (when there is a legal basis for that).

Withdraw consent: withdraw user's consent where processing is based on a consent user has previously provided.

Lodge a complaint: exercise user's rights by contacting us directly or, if all else fails, by lodging a complaint with a supervisory authority.

How to exercise user's privacy rights

Rectification. If a user would like to edit their profile information (e.g., change email address), please contact our support team at [sasha@a2kdigital.com](mailto:sasha@a2kdigital.com).

Access/deletion. If a user wishes to delete their Account or their personal data that we process, or request to provide them with a copy of their personal data, please contact us at [sasha@a2kdigital.com](mailto:sasha@a2kdigital.com).

Please note that the user will need to pass through the Account verification process so that we can verify the user is the owner of the Account before taking further action on their request.

If user is using an Apple devices, to initiate deletion, please follow these steps and our support team will follow up with their request shortly:

JetSIM Account via JetSIM app on iPhone: open the JetSIM app and log into Account, tap on the Profile icon, tap "Account settings", under "Delete account", click "Delete", and tap "Delete" once again.

Opt-out. If a user wishes to unsubscribe from our communication, they can opt-out at any time by clicking the "unsubscribe" link at the bottom of each email or contacting us at [sasha@a2kdigital.com](mailto:sasha@a2kdigital.com).

Cookies. Users can control the use of cookies at the individual browser level on their device. To disable cookies, follow browser's instructions on how to block or clear cookies.

If a user does not agree with the processing of their personal data by JetSIM, please do not use Services and Website. User can request us to discontinue processing of their personal data, in which case user's data will be processed only as much as it is necessary to effect the discontinuation of user's use of the Services (e.g., final settlement or deleting all personal data based on user's email address), or finalizing other JetSIM's legal relationship with user (e.g., record keeping, accounting, processing refunds). Please note that we or our third-party service providers may be obliged to retain certain user's personal data as required by law.

To raise any other questions, concerns, or complaints about our privacy practices or our processing of user's personal data, please contact us as provided below (Section "Contact Us").

## 5. DATA RETENTION AND DELETION

JetSIM will keep the user's personal data only as long as necessary to provide the user with the Services, or for as long as we have another legitimate ground to do so, but not longer than permitted or required by law. Some of more specific data retention terms are provided below:

Personal data related to the provision of the Services is kept for 3 years from the last usage of the data plan.

Personal data related to the provision of the Services related to the facilitation of Experience booking is kept for 3 years from the commencement of the Experience.

Personal data related to data usage is kept for 30 days or as long as required by legislation.

Personal data related to the Experience is kept for 12 months or as long as required by legislation.

Customer billing information and payment details are kept by JetSIM for 10 years from the last payment transaction.

Customer support records are kept for 3 years.

JetSIM will use the user's email for marketing communication for 1 year after the end of the user's last (i) data plan or (ii) booked Experience commencement date, or until the user exercises their right to opt-out, whichever comes first.

When we no longer have a legal ground to keep user's personal data, it will either be securely disposed of, or de-identified through appropriate anonymization means. JetSIM will destroy personal data recorded or stored in the form of electronic files using method(s) that would prevent the recovery of the data.

## 6. COUNTRY-SPECIFIC PROVISIONS

### For users in the European Economic Area (“EEA”)

If the user is a resident of EEA countries, the user can exercise their rights as provided in the European Union's General Data Protection Regulation (“GDPR”) by contacting us at [sasha@a2kdigital.com](mailto:sasha@a2kdigital.com).

### For users in California

If the user is a California resident, the user can exercise their rights as provided in the California Consumer Privacy Act (“CCPA”) by contacting us at [sasha@a2kdigital.com](mailto:sasha@a2kdigital.com). As per definitions in the CCPA, please note that JetSIM does not sell, share, lease, or rent user’s personal information.

## 7. CONTACT US

If the user has questions, requests, concerns, or complaints about this Privacy Policy or our personal data processing practices, or wish to exercise their data subject rights, please contact us via [sasha@a2kdigital.com](mailto:sasha@a2kdigital.com) or by writing to us at the following address:

A2K Digital LLC, entity number B20250118866, principal business address 1401 21ST ST STE R SACRAMENTO, CA 95811.

## 8. CHILDREN’S DATA

JetSIM does not knowingly collect or solicit personal data from anyone under the age of 18. If you are under 18, please do not attempt to send any personal data about yourself to JetSIM. If we acknowledge that we have collected and processed personal data from a child under the age of 18, we will delete that data as quickly as possible.

## 9. OTHER TERMS

**Limitation of liability.** To ensure the security of personal data, JetSIM employs various technical, physical, and organizational security measures; however, it is the user’s responsibility to exercise caution and reason when using the Services and Website. User will be personally liable if their use of the Services and Website violates any third-party privacy

or any other rights or any applicable laws. Under no circumstances is JetSIM liable for the consequences of user's unlawful, wilful, and negligent activities, and any circumstances that may not have been reasonably controlled or foreseen (please read the Consumer Terms of Service, Business Terms of Service, and Experiences Terms of Use for more information).

Links to other websites. Our Website may include links to other websites (e.g., social media websites, partner's websites, etc.) whose privacy practices may be different from ours. If users access any of those websites via such links and/or submit their personal data to any of those websites, the user's personal data is processed by the procedures established by them and governed by their privacy policies. We encourage users to carefully read the privacy policy (or other respective privacy notices) of any website they visit.

Prevailing language. For all purposes, the English language version of the Privacy Policy shall be the original, governing instrument and understanding between users and us. In the event of any conflict between this English language version of the Privacy Policy and any subsequent translation into any other language, the English language version shall govern and control.

Updates to the Privacy Policy. Both our and our technology partner's Services, Website, the App constantly introducing new features or being modified. Therefore, we may need to amend the Privacy Policy from time to time. If the amendments to the Privacy Policy materially affect the activities of our processing of user's personal data, we will notify user in advance of such changes by reasonable means (e.g., notification through the respective applications, our Website, or via email), and we will always indicate the date of the last update. Unless it is stated by us otherwise, each update of the Privacy Policy comes into force as of the moment when the amended Privacy Policy is published on this Website. Users are expected to check this Privacy Policy regularly so that they are familiar with the most current wording of the Privacy Policy. User's continued use of the Services, the Website and the App will be deemed acceptance thereof.