

Terms of Service

Date: 01.05.2025

INTRODUCTION

Terms. Thank you for choosing us. Before starting, please read these Consumer Terms of Service ("Terms") carefully. The Terms cover, among other things, the scope of your use of and access to (i) Software (as described below), the website ("Website") and cybersecurity functionalities ("Security Features" as described below) provided by JetSIM and (ii) eSIM with data service plans ("Data Plans") based on eSIM technology and other related services provided by our Technology Partner (as described below) and promoted by JetSIM (collectively, the "Service" or "Services").

These Terms are intended for users who utilize the Services for personal (non-commercial) use only. If you are using our Services on behalf of a business, organization, or any other entity, or under a business or corporate plan agreement, the Business Terms of Service shall apply.

Updates to the Terms. Services might be introducing new features or modifying current ones constantly. In addition, we may need to update the Terms by amending them from time to time (i) to comply with the law; (ii) to comply with orders/recommendations of regulatory authorities; (iii) to add additional functionality, services, features, technologies and/or benefits, or to remove the old ones; (iv) to correct errors and bugs; (v) to clarify the Terms; (vi) to prevent abuse or harm; (vii) for any other valid reason (e.g., for security reasons). You understand and agree that it is your obligation to review the Terms from time to time in order to stay informed on current rules and obligations. Notification of any material changes to the Terms that affect your rights or obligations will be provided in advance of such changes by reasonable means (e.g., via email or pop-up in an app). Unless it is stated by us otherwise, each update of the Terms comes into force as of the moment when amended Terms are published. Your continued use of the Services will be deemed acceptance thereof. You can also end your relationship with us at any time after the effective date of the updated Terms by closing your Account and/or not accessing Websites and Services.

THE TERMS MAY CHANGE, SO IT IS IMPORTANT TO REVIEW THE TERMS PERIODICALLY.

Accessing the Services and/or Websites. You affirm that you are eighteen (18) or more years of age and have all rights and power to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with them.

Binding Legal Agreement. Please note that the Terms constitute a binding legal agreement between you or those you legally represent (collectively, "you" or "user") and JetSIM. You agree and accept to be bound by these Terms by either: (i) creating user account and/or

other accounts to use Services ("Account"); (ii) downloading Software or accessing/using its Services and Websites; or (iii) otherwise electronically agreeing to be bound by these Terms. SERVICES ARE OFFERED TO YOU CONDITIONAL ON YOUR ACCEPTANCE OF THESE TERMS. PLEASE READ CAREFULLY ALL OF THEM. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OR ANY PROVISIONS HEREOF, PLEASE DO NOT ACCESS AND USE OUR WEBSITES, SOFTWARE AND/OR SERVICES.

Services. We shall provide you eSIM with Data Plans and services based on the capabilities of supplied eSIM. The eSIM includes an electronic profile which will be downloaded to your device as part of activating the Services. The volume of data available for the operation of the Services will be made clear to you during the process of purchasing or topping up the Services. The Services will be available to you for the period specified at the time of purchase. When the mentioned period expires, any remaining Services will be lost, and no refund will be payable for those unused Services. Services under these Terms are provided on a pre-purchase basis only.

JetSIM. For the purpose of the Terms, "JetSIM", "we", "us", or "our" means A2K Digital LLC, entity number B20250118866, principal business address 1401 21ST ST STE R SACRAMENTO, CA 95811 ("JetSIM", "we", "us", "our").

Privacy. For information about how we collect and process your personal data, please read our Privacy Policy.

GENERAL TERMS

You agree to accept responsibility and are solely responsible for any and all usage and activities that occur under your Account or password, including, but not limited to, use of the Account by any other person, whether or not authorized by you. You are responsible for maintaining the confidentiality of your Account and its password, and for restricting access to your Account by any other party. To protect your Account, keep your password confidential. Do not reuse your Account password with other third party services or subscriptions. You agree to immediately notify us of any unauthorized use of your Account or password. Registration requires agreeing to our Terms, Privacy Policy and our Technology Partner's Electronic-SIM ("E-SIM") [Terms and Conditions](#) and [Privacy Policy](#), which are an integral part of these Terms and are binding on every user of the Services.

Services Purchase and Activation

We reserve the right to limit certain Data Plan availability to specific countries. You can explore, choose, and purchase Data Plans on our Website or through the JetSIM App. Before purchase of the Services, you must have an unlocked, eSIM-compatible device – an exemplary list of compatible devices is provided.

Upon purchase, users need to download the eSIM onto their device for the Data Plans to be configured according to their order. The downloaded eSIM remains on the device even after Data Plan expiration or credit depletion. While users have the option to remove the eSIM at any time, for the Services to be provided, the eSIM needs to be kept on the device until the Data Plan is depleted or expired.

To activate the Services, users must first download the eSIM and then activate the associated Data Plan. eSim download and installation require a stable internet connection. Please be aware that you will be charged upon the purchase of a Data Plan or its automatic top-up, as defined below.

Data Plan's automatic auto renew feature allows users to automatically renew the internet amount when it expires. You can disable it at any time in the settings.

Refund policy

Refunds for Non-Activated Data Plans. If the eSIM (i) has not been installed or (ii) has been installed on your device but the Data Plan is not activated, you may request a full refund.

Refund for Activated Data Plans with Unused or Minimally Used Data. If the eSIM has been installed and you have activated the Data Plan, it will be considered utilized, and a full refund cannot be guaranteed. However, JetSIM may consider a full or partial refund for your unused data under the following conditions:

- The Data Plan has been activated, but the data remains generally unused (>99% of the Data Plan left), and/or
- The data has been used insignificantly due to service quality issues related to JetSIM.

Please note that the decision to grant you a full or partial refund is at the discretion of JetSIM, and JetSIM does not provide any guarantee regarding the extent of your refund request.

Refund Restrictions. JetSIM reserves the right to refuse any form of refund under the following circumstances:

- Evidence of Abuse: If there is evidence of abuse (e.g., repetitive refund requests), violation of our Terms, or any fraudulent activity related to usage of Services.
- Deleted Account: If you delete your account after purchasing a Data Plan and subsequently request a refund, no refund will be granted.
- Unrelated Charges: Refunds or compensation will not be granted for charges incurred from alternate phones, alternate SIM cards, alternate providers, hotel phones, or any other charges not directly associated with your Account.

General Refund Period. All refund requests should be made within 30 days of the Data Plan purchase date. Please note that each Data Plan has its own validity period, and once it expires, no refunds will be provided.

Refund Process. JetSIM's decision regarding refund will be made within 5 working days of the submission of your eligible request. The actual refund will be processed within a reasonable time frame but no later than 30 calendar days.

Additional requirements. In the event of the implementation of any special campaign or referral program, additional conditions and different policies may apply. This could include stipulations that discourage misuse of the campaign or referral program. In case of any discrepancy between the terms, this refund policy shall prevail.

Provision of Services

The Services to you will be provided by our Technology Partner - 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"). eSIM services will be provided by the eSIM Go under their [Terms and Conditions](#).

By using Services, you acknowledge that we may disclose and use your personal data for Services provision, subject to our Privacy Policy and our Technology Partner's [Privacy Policy](#).

Prohibited actions

Prohibited Activities. Users are strictly prohibited from using the Unlimited Plan for any of the following:

- Bulk machine-to-machine data applications;
- Continuous streaming of content intended to replace a fixed-line internet connection;
- Any activities that negatively impact the performance of JetSIM's or its Technology Partner's network or degrade the experience of other JetSIM users.
- Excessive tethering or sharing of data via hotspot with multiple devices or users beyond occasional personal use.

JetSIM's Right to Intervene. JetSIM reserves the right to take appropriate measures if there is evidence of misuse or a violation of this Fair Usage Policy. In cases where a user's data usage negatively impacts other users or network performance, JetSIM may, at its discretion, take actions such as (i) temporarily reducing data speeds, (ii) limiting access to services, or (iii) suspending or terminating the Services. If a user's usage significantly exceeds that of 99% of JetSIM users, JetSIM may notify the user, investigate potential violations, and take further actions, including temporary or permanent suspension of access to the Unlimited Plan. If a breach of this Fair Usage Policy is suspected, JetSIM will attempt to contact the user and provide notice prior to any restrictions, limitations, or disconnections, unless extenuating circumstances (such as safety or security concerns) prevent prior notice.

Final Provisions. This Fair Usage Policy is not exhaustive. JetSIM reserves the right to amend this policy as necessary. Users are encouraged to use their Unlimited Plans responsibly to avoid negatively impacting the service for other users. Failure to comply with this policy may result in additional restrictions, or disconnection.

Suspension

We may temporarily suspend the Services for upgrades, modifications, or maintenance, aiming to minimize disruption and provide advance notice, when possible, through Website or separate notice.

We reserve the right to suspend the Services without notice if:

- You breach usage conditions or notified policies described in Terms.
- Pending investigation following a complaint against you.
- You fail to provide necessary information for regulatory compliance.
- We suspect fraudulent or unlawful access to Services.
- Compliance with government, regulatory, or emergency services orders is required.
- There is a need to prevent network damage caused by you or your Account.
- Operational, emergency, or security reasons necessitate suspension.

Monitoring

To the extent required by applicable law, regulations, orders from government authorities or to the extent necessary to protect us and other users, we may monitor and, if obliged, disclose information related to your Account data and/or Services used.

Your obligations

You agree to use the Services in accordance with these Terms and acknowledge your responsibility for all Services usage.

You are responsible for configuring your device to properly utilize the Services, adhering to regulations and instructions from us or the device supplier.

You must:

- Avoid using the Services for fraudulent, unlawful, or abusive communication;
- Refrain from using the Services for criminal or unlawful activities;
- Act in a manner that does not affect the operation of our networks;
- Refrain from sending or uploading content that infringes third-party intellectual property rights;
- Use the Services for personal use only, refraining from commercial dealings;
- Utilize the Services in accordance with the Terms;
- Comply with applicable laws and regulations in your home country or the country of residence or presence;
- Provide proof of identity, if requested.

It is your responsibility to delete the eSIM from your device before passing it to another person. Any failure to do so allows the new user to access the remaining pre-activated or pre-purchased Services.

Lost or Stolen Device

Inform us promptly if the device with activated Services is lost or stolen. You remain responsible for Services usage until notification. Email us at sasha@a2kdigital.com for lost or stolen devices. We will take reasonable action to cancel Services on the lost or stolen device within 72 hours, subject to the Account verification.

Content

You are solely responsible for all content, information, and communications transmitted using the Services, acknowledging that we have no responsibility for deletion, corruption, or failure to store transmitted content.

CHARGES

The costs linked to the purchased Data Plans are disclosed to you before your Services purchase, and by completing the purchase, you accept these charges. We retain the right to modify or adjust the charges for the Data Plan you've acquired at any time, either by updating changes on Website and/or JetSIM App.

The charges for Services purchases include value-added tax and any other applicable sales taxes, duties, or levies imposed by any authority, government, or governmental agency.

PAYMENTS

Services are provided on a pre-purchase basis.

You agree to pay us for any paid Services you purchase from us, as well as all other charges incurred under your Account, including applicable taxes and fees associated with your purchase of the Services.

Payment Methods. To purchase Services directly through us on our Website, you must provide us with a current and valid method of payment, such as a credit or debit card or any other payment method available on the Website.

Billing and invoicing. By providing us with a payment method, you (i) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorize us to charge the payment method you provided; and (iii) authorize us to charge you for any paid Services you chose when making a purchase. You can view your purchase history in your Account.

The issuance and delivery of invoices are the sole responsibility of the Services provider – our Technology Partner, conducted through the designated electronic means.

Users requesting invoices for acquired Services are required to contact us via dedicated email – sasha@a2kdigital.com. The period for this process depends on the rules and regulations established by the Technology Partner, with information available at the aforementioned email address.

Fraud Protection. JetSIM reserves the right to verify credit/debit card payments prior to completing your purchase.

Free Trials. We or our partners may offer a free trial for our paid Services before charging your payment method (“Free Trial”).

The duration of the Free Trial, its use and other details will be outlined during a sign-up and/or in the promotional materials. Eligibility for the Free Trial is determined at our sole discretion, and we may limit or withdraw the Free Trial option at any time without notice, as permitted by applicable law.

If it is determined that a Free Trial offer has been used more than the permitted number of times by the same individual, device, or email address, we reserve the right to immediately terminate access to any Services derived from that free trial coupon, and any benefits (e.g., credits) provided as a result of the Free Trial will also be revoked. Additionally, we may limit user to just one Free Trial or promotion for any paid Services and will not allow the combining of Free Trials or other promotional offers.

If you have any questions related to payments, please contact us at sasha@a2kdigital.com.

TERMINATION

By us:

We reserve the right to terminate your Account and discontinue the provision of Services in the event of a material breach of these Terms. Upon termination, no refunds will be issued for any unused data bundles or accumulated credits related to the Services.

By you:

You can terminate the Services at any time by notifying us as per clause 5.2.3.

If, before depletion or expiration of a Data Plan purchased, you notify us of termination because we can no longer provide the Services to you, unrelated to any action by you, you may request a refund of the proportional value of unused Services. Otherwise, termination does not entitle you to any payment.

To terminate, email us at sasha@a2kdigital.com from the email address associated with your Account – termination process will be initiated subject to Account verification.

Upon depletion or expiration of the Data Plan purchased, further Services usage is restricted until a new Data Plan is purchased.

DISCLAIMER OF WARRANTIES

Reasonable efforts are taken to improve the accuracy and integrity of the Services, but complex software is never wholly free from defects, errors, and bugs. We give no warranty or representation that the Services will be wholly free from defects, errors, and bugs, such as downtime, loss of data, corrupt data, service delay, mistakes, out-of-date information, or other. Notwithstanding any other provision of the Terms, we reserve the right to modify, suspend, or terminate access to the Services, or any functionality comprising a part of the Services at any time. In no event, to the extent permitted under applicable law, will we be liable for making these changes. In exceptional and very limited cases, Services may be unavailable from time to time due to human, digital, mechanical, telecommunication, software, and other failures. We cannot predict or control when such downtime may occur and cannot control the duration of such downtime.

THE SERVICES AND WEBSITES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE COMPLETENESS, ACCURACY, ADEQUACY, SUITABILITY, FUNCTIONALITY, AVAILABILITY, OR OPERATION OF THE SERVICES. YOU ACKNOWLEDGE THAT WE DO NOT HAVE CONTROL OVER YOUR USE OF THE SERVICES, AND WE DO NOT WARRANT THE PERFORMANCE OR RESULTS THAT MAY BE OBTAINED THROUGH YOUR USE OF THE SERVICES. YOU ASSUME ALL RISKS AND RESPONSIBILITY FOR YOUR USE OF THE SERVICES AND FOR ANY LOSS OF OR ERRORS IN ANY DATA OR INFORMATION. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTIES, NOR THAT THE SERVICES WILL BE AVAILABLE FOR YOUR ACCESS OR USE, NOR THAT OPERATION OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN ADDITION, YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM ONE JURISDICTION TO ANOTHER JURISDICTION.

LIMITATION OF LIABILITIES

There are inherent risks in relying upon, using, transmitting, or retrieving any data and/or content on the internet, and we urge you to make sure you understand these risks before using the Services. JetSIM disclaims all responsibility for the behavior of its users and/or visitors when they access or use the Services/Websites.

YOUR USE OF THE SERVICES AND WEBSITES IS AT YOUR OWN RISK. NEITHER JetSIM, NOR ANY OF ITS PARENTS, SUBSIDIARIES OR AFFILIATES, NOR ANY OF THEIR EMPLOYEES, OFFICERS OR DIRECTORS, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF BUSINESS, LOST PROFITS, INTERRUPTION OF BUSINESS,

COST OF COVER OR ANY OTHER DAMAGES) ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OR THE USE OR INABILITY TO USE THE SERVICES OR WEBSITES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE TOTAL AGGREGATE LIABILITY OF JetSIM ARISING OUT OF OR RELATING TO THESE TERMS SHALL NOT EXCEED WHAT YOU PAID TO US DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY AND SHALL NOT INCLUDE ATTORNEY FEES OR COURT COSTS IRRESPECTIVE OF ANY LAWS OR STATUTES THAT MAY PRESCRIBE OTHERWISE. YOU ACKNOWLEDGE THAT THE AMOUNT OF FEES PAYABLE BY YOU TO JetSIM HEREUNDER REFLECT THE ALLOCATION OF RISK SET FORTH IN THE TERMS AND THAT JetSIM WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITH YOU WITHOUT THE LIMITATIONS ON ITS LIABILITY CONTAINED IN THIS SECTION.

Some jurisdictions restrict or do not allow the limitation of liability in contracts (e.g., limitation of liability for death or personal injury caused by other party's negligence, fraud, or fraudulent misrepresentation, willful misconduct, or gross negligence). As a result, respective provisions of this Section may not apply to you. In cases where such restrictions on the limitation of liability apply, the liability of JetSIM shall be limited to the fullest extent permitted by certain applicable law.

Please also note, that we implemented security measures aimed at securing the Services and Websites; nevertheless, the internet is not a secure network and system reliability could be impaired independently our efforts and will. In addition, we cannot be held liable for unpredictable events such as cyber-attacks, security breaches regarding the transmission of data or for performance guarantees regarding the volume and speed of data transmissions. Users are responsible for taking all appropriate measures to protect their own data, software, equipment, and systems, particularly from contamination by any viruses circulating on the internet.

INDEMNIFICATION

You agree, at your own expense, to indemnify, defend, and hold harmless JetSIM, its parents, subsidiaries, and affiliates and their officers, directors, employees, agents, distributors, and licensees from and against any judgments, losses, deficiencies, damages, liabilities, costs, claims, demands, suits, and expenses (including, without limitation, reasonable attorneys' fees, expert witness fees, and expenses) incurred in, arising out of or in any way related to (i) your breach of these Terms; (ii) your (or any other users of your Account) use of the Services; (iii) your violation of any applicable laws, rules, and regulations; or (iv) your negligence or willful misconduct. JetSIM shall not be responsible for any delay or disruption to your use of the Services, including any damages stemming therefrom caused by circumstances falling under this Section.

LICENSE TERMS

Software. For easier access to and use of our Services, you may need to download and install our Software on a device. Below see the terms and conditions applicable to the use of such Software. Pursuant to these Terms, "Software" means any mobile and desktop software applications and any other software (including any releases, updates,

enhancements, functionalities or revisions) and any documentation that accompanies or is made available in connection with such software provided by us to you for your use of the Services.

License Grant. Subject to these Terms and provided that you comply with the Terms we grant you a limited, revocable, non-exclusive, personal, non-transferable, non-sublicensable, non-assignable, fixed-term license (the "License") to download, install and use a copy of the Software on a compatible device that you own or control. No other right or license, express or implied, of any kind is granted to you hereunder with respect to the Services and/or Software.

Apple Requirements. For the sake of clarity, in respect to the Software that is downloaded from Apple, Inc. ("Apple") App Store, the License is limited to the use of such Software on any Apple-branded devices that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that such Software may be accessed and used by other accounts associated with you via family sharing or volume purchasing features.

We Retain all Rights. The Software used pursuant to these Terms is licensed, not sold, and you receive no title to or ownership of any copy, or of the Software itself, or even more so of the Services and Websites.

APPLICATION PLATFORM TERMS

App Store. If you downloaded our Software from Apple App Store or if you are using such Software and Services on any Apple-branded device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple:

These Terms are concluded between you and JetSIM, not with Apple, and Apple is not responsible for the Services and the content thereof. If you need any support with respect to Services, please contact us, not Apple as they are under no obligation whatsoever to furnish any maintenance or support services with respect to Services. To the extent that the Services fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Services to you; to the maximum extent permitted by law, Apple will have no other warranty obligation with respect to the Services. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including: (i) product liability claims; (ii) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Services and/or your possession and use of the application infringe that third party's intellectual property rights. You agree to comply with any applicable third-party terms, when using the Services. Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the

U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

GOVERNING LAW AND DISPUTE RESOLUTION

Jurisdiction. These Terms shall be governed by, and construed in accordance with, the laws of the state of Delaware, without reference to its choice of law rules. However, some countries (including countries of the European Union) have laws that require contracts to be governed by the mandatory provisions of the local laws of the consumer’s country. In such cases, mandatory provisions of the local laws of your country of residence apply.

Judicial Resolution of Disputes. Before filing a claim against JetSIM, please try to resolve the dispute informally by sending us a written notice of dispute at sasha@a2kdigital.com that includes your name, a detailed description of the dispute, and the relief you seek. We will try to resolve the dispute informally by contacting you via email. If a dispute is not resolved, you or JetSIM may bring a formal proceeding. You and JetSIM agree that any judicial proceeding to resolve claims relating to the Terms will be brought in the courts of the State of Delaware. If you reside in a country (including countries of the European Union) where laws provide consumers the right to bring disputes in their local courts, in such cases, mandatory provisions of the local laws of your country of residence apply. We always strive to address your concerns without needing a formal legal case.

Online Dispute Resolution in the EU. If you are a consumer, you may report the dispute to a consumer dispute body in your country of residence, in accordance with local regulations and practices. If you reside in the European Economic Area or Switzerland, the European Commission provides for an online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr>.

NO CLASS ACTIONS. YOU AND JetSIM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND JetSIM AGREE OTHERWISE IN WRITING, THE ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR OR JUDGE MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER JetSIM USERS.

MISCELLANEOUS

Entire Agreement. These Terms, along with any rules, guidelines, or policies published on the Website constitute the entire agreement between JetSIM and you with respect to your use of our Website and Services.

Amendments. No amendment to these Terms by you shall be effective unless acknowledged in writing by JetSIM. Notwithstanding the foregoing, JetSIM reserves the right, in its sole discretion, to modify these Terms or the policies referenced herein at any time as set forth above.

Severability. If any portion of these Terms is found to be unenforceable or invalid for any reason, that provision will be limited or eliminated to the minimum extent necessary so that the rest of these Terms will otherwise remain in full force and effect.

Assignment. You may not assign its rights or obligations under these Terms without the prior written consent of JetSIM but may be assigned by JetSIM without restriction.

Non-Waiver. JetSIM's failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.

Third-Party Components. You acknowledge that Services, Software, Security Features and Websites, may incorporate, embed, be combined with, or may otherwise interact with third-party computer programs, applications, services, links, and components ("Third-Party Components"). For the avoidance of doubt, Section "Disclaimer of Warranties" and Section "Limitation of Liabilities" of these Terms apply to the foregoing interaction with Third-Party Components. Where our Website contains links to other websites and/or resources provided by third parties, which include third-party social media websites such as Facebook, Instagram, and LinkedIn, they are provided for your information only. Please review the third-party website's terms of use and other policies carefully and make sure you understand them before you engage in any transaction.

Linking to our Websites. You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

Communication with JetSIM. You may provide notices, requests, information, and other communications to JetSIM via our customer support. You agree to receive communications from us electronically, e.g., by email, through our applications, and customer support platforms, and consent that such notifications have the same legal power as communication in writing. We may communicate to you in order to advise you about provision, changes, or additions to the Services or for other purposes that are reasonable or required by applicable law. When communicating with our customer support representatives, you agree to be respectful and kind. In addition, you undertake to provide accurate data for communication with us and, if your contact details have changed, update them in your Account immediately. JetSIM is not liable if you do not receive certain notices regarding the Services upon your failure to update your contact details.

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

Force Majeure. JetSIM shall not be in breach of the Terms nor liable for delay in performing, or failing to perform, any obligations under the Terms if such delay or failure result from unforeseen circumstances, events, or causes beyond JetSIM's reasonable control (including, without limitation, failures of third party software (whether open or not), failures of your telecommunication or internet service providers, force majeure, earthquakes, fires, floods, embargoes, labor disputes and strikes, riots, war, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities). In such cases, JetSIM shall be entitled to a reasonable extension of the time for performing any such obligations under the Terms.

No Reliance. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

CONTACT US

Email: sasha@a2kdigital.com