

TORRUM ESIM TERMS OF USE

TORRUM (Ventel Limited) is a company incorporated in Hong Kong and manages the provision of the Service from Hong Kong. These Terms and the provision of the Service are governed by the laws of Hong Kong. If the User is a consumer habitually resident in an EEA country, nothing in these Terms limits any mandatory consumer rights that apply under the laws of that country.

The Service is a roaming data service intended for use while the User is travelling outside the User's country of habitual residence. The Service is not intended for domestic use in the User's country of habitual residence and must not be used there. The eSIM cards and the Services are provided by third-party telecommunications service providers licensed outside Hong Kong. When used by visitors in Hong Kong, the services are accessed by means of inbound roaming on local mobile networks operated by Hong Kong licensed mobile network operators. Torrum does not operate a public mobile telecommunications network in Hong Kong and does not provide local mobile telecommunications services in Hong Kong.

1. General Provisions and Scope of Application

- 1.1. These Terms (the "Agreement") apply to consumer customers who purchase a Torrum's Services for their own personal, family, or household use (the "User") and Ventel Limited, acting as the provider of the Service under the brand TORRUM.
- 1.2. The Agreement sets out the rights and responsibilities of both the User and TORRUM and consists of the following documents (together, the "Agreement Documents"):
 - 1.2.1. these TORRUM eSIM Terms of Use, which govern the sale and use of the Torrum products and services;
 - 1.2.2. the applicable pricing and tariff plan information displayed on the Website (including the "Tariffs" and/or pricing sections), as updated from time to time;
 - 1.2.3. the Contract Summary, which TORRUM provides or makes available to the User (including via the Website) before the User enters into this Agreement.
- 1.3. The User should also review TORRUM's Privacy Policy and (where applicable) Cookies Policy describing how TORRUM processes personal data; these policies are available on the Website and apply to the User's use of the Service.
- 1.4. The User should read all Agreement documents carefully before placing an Order, as they constitute the full agreement between the User and TORRUM. If the User does not agree with any term of the Agreement, or with TORRUM's Privacy Policy and (where applicable) Cookies Policy, the User must not order or use the Service.
- 1.5. TORRUM may amend, modify, or update these Terms by publishing the revised version and a notice of amendment at www.torrurn.io/legal. Substantive amendments that affect the User's rights or obligations shall take effect no earlier than thirty (30) days after publication, unless a shorter period is required by law. Updates that introduce new functionalities or clarifications which do not reduce User rights or increase obligations may take effect immediately upon publication.
- 1.6. All amendments, modifications, and updates shall be effective from the date indicated in the

document as the “Effective Date.” Each version supersedes all previous versions.

- 1.7. If the User disagrees with these Terms or any amendment thereof, the User shall immediately cease using the Service, and/or related products. Continued use of the Service after the publication of amendments constitutes the User’s acceptance of the amended Terms.
- 1.8. The Service may be purchased only by a User who is at least 18 years old, has reached the legal age of majority in the User’s jurisdiction of residence, and is legally capable of entering into this Agreement.

2. Definitions

- 2.1. **eSIM** – an electronic Subscriber Identity Module installed (downloaded) to the User Device. It holds the data needed to verify (authenticate) the User and enable access to the Service. With an eSIM, the User can activate the Services without a physical SIM card. Configuration may be done by scanning a QR Code or entering the details manually, following the instructions on the Website.
- 2.2. **QR Code** – a scannable square barcode that enables downloading, over the Internet, of the eSIM Profile purchased by the User to the User Device.
- 2.3. **Balance** – information displayed, inter alia, in the User Account, reflecting: (i) for pay-per-megabyte tariff plans: the difference between the funds deposited by the User and the value of the Services consumed under the Service; (ii) for package tariff plans: the difference between the amount of data paid for (in GB) and the amount of data consumed under the Service (in KB).
- 2.4. **Order** – the User’s online electronic request to purchase the Service, completed and confirmed using the electronic form provided under these Terms.
- 2.5. **TORRUM** – Ventel Limited, acting as the provider of the Service.
- 2.6. **User Account** – the User’s a personalized section of the Website, available only after registration, where the User can manage the account and Services, obtain QR Codes, check the Balance and purchase history, and perform other actions described in these Terms.
- 2.7. **Operator** – licensed electronic communications company that provides access to public networks, the Internet, and data services, as required by applicable law.
- 2.8. **User of the Service or User** – a natural person who has placed an Order for the Service.
- 2.9. **User Device** – any device lawfully owned by the User, including its software, that enables access to the Services and is technically compatible with eSIM technology.
- 2.10. **eSIM Profile** – a set of authentication data, including an international subscriber identifier, enabling the provision of the Service in accordance with the tariff plan associated with that profile.
- 2.11. **Website** – TORRUM’s online site at www.torrum.io, which provides information and digital interfaces necessary for use of the Service.
- 2.12. **Torrum eSIM Service or Service** – the mobile Internet and data service further described in Clause 3.1. below.
- 2.13. **User ID** – a unique identifier assigned to the User within TORRUM’s operating systems and/or on the Website, used for execution of these Terms.
- 2.14. **Telegram Bot** – an automated account in the Telegram messenger (<https://telegram.org/>) that exchanges messages and performs actions needed to provide the Service.
- 2.15. **eSIM Profile Installation** – downloading and activating the Operator’s tariff settings onto the User

Device. Detailed step-by-step instructions are available on the Website.

3. Description of the Service

- 3.1.** TORRUM provides the following services to the User: (i) issuing the eSIM Profile, generating an electronic QR Code and activation code, and delivering the eSIM(s) the User has ordered and paid for; and (ii) a mobile Internet and data service that connects the User Device to the Internet while roaming, using standards such as GPRS, EDGE, UMTS, HSDPA/HSUPA/HSPA+, LTE (as available), within the coverage areas of the Operators, under roaming and other agreements TORRUM has with international Operators and providers. The ability to connect using the listed standards depends on what the Operators support in the relevant area. The Service does not include voice calls, SMS, MMS, or other telecommunications services.
- 3.2.** The Service works only with User Devices that support eSIM technology and meet the mandatory requirements of the Operators' networks. Before using the Service, the User must verify that their User Device supports such functionality. The User is responsible for this verification.
- 3.3.** Under applicable law and any binding orders of competent authorities in the countries where the Service is provided, access to certain websites, apps, or online services may be restricted, suspended, or blocked by the Operators. These restrictions are outside TORRUM's control, do not constitute a breach of these Terms by TORRUM, and may be local or temporary.

4. Conditions and Conclusion of the Agreement

4.1. Information necessary for provision of the Service

- 4.1.1.** TORRUM makes the information necessary for provision and use of the Service available by publishing it on the Website and/or through the Telegram Bot.
- 4.1.2.** Upon the User's request, TORRUM will provide, via the Telegram Bot, any additional information reasonably necessary for the User to make an informed decision to place an Order.
- 4.1.3.** Subject to the User's prior consent, TORRUM may send marketing communications (including SMS, push notifications, in-app or messenger messages, emails, or telephone calls) to the telephone number and/or email address provided by the User. The User may withdraw consent and opt out at any time using the methods indicated in the message or the User Account; withdrawal does not affect the lawfulness of processing prior to withdrawal and does not affect the User's access to the Service.
- 4.1.4.** For the purpose of exercising the User's rights under these Terms (including, by way of example, deletion of the User Account, requesting an itemised invoice, receiving notices, and submitting requests or obtaining information regarding the processing of personal data), TORRUM may require verification of the User's email address. Where email verification is required, TORRUM may restrict access to certain functions (including those listed above) until the verification is successfully completed.

4.2. User Account Creation / User Registration

- 4.2.1.** To use the Service, the User must register on the Website (create an Account). Registration is free and voluntary.

- 4.2.2. The User may register only after reading and accepting these Terms and TORRUM's Privacy Policy on the processing and protection of personal data. Acceptance/acknowledgment is confirmed by ticking the checkbox in the registration form.
- 4.2.3. The User must provide accurate and up-to-date information required to create the User Account, including a unique login (email address), a password, and first and last name. The User must confirm the email address by clicking the verification link sent to that address.
- 4.2.4. The registration form may request additional information. Where required by law or reasonably necessary to verify identity, prevent fraud, or confirm legal capacity, TORRUM may ask the User to provide clear and legible identification/verification documents. If the User does not provide the requested documents within the specified time, TORRUM may reasonably limit, suspend, or terminate the User Account and access to TORRUM Services and Products.
- 4.2.5. The User is responsible for the security of the User Account. The User must keep login credentials confidential and promptly inform TORRUM of any unauthorised access or suspected security breach. TORRUM is not responsible for loss or damage resulting from the User's breach of this clause.
- 4.2.6. Access to the User Account is via login (email) and password. Used together, the login and password constitute the User's electronic signature. The User is responsible for all actions performed using their access credentials, including actions by authorised persons or third parties to whom the User has disclosed the credentials. Upon TORRUM's request, the User shall change access credentials if required for security. Electronic documents executed in this way are deemed signed by the User and are binding with the same legal effect as handwritten documents under applicable law. For transactions concluded electronically under these Terms, the place of conclusion is deemed to be TORRUM's registered office.
- 4.2.7. For the purposes of these Terms, a transaction includes any instruction, application, confirmation, or other notice submitted by the User via the User Account or the Telegram Bot, whether in writing or by digital means. Actions performed using the User's credentials are deemed to be the User's actions and are legally binding. Execution of the User's instructions may start immediately upon receipt; before submitting an instruction, the User may review and change their choices.
- 4.2.8. Where the Website interface allows, the User may link the User Account to accounts in Third-Party Services (Third-Party Services, for example Google, Apple, Telegram) for the purposes of creating the User Account and/or logging in to the User Account. By linking, the User agrees that TORRUM may receive data from the Third-Party Services if: (i) such data are User identifiers (e.g., phone number or email address) necessary to create and maintain the link between the User Account and the Third-Party Service; and (ii) the User has granted the necessary permissions via the Website and/or the Third-Party Service. Revoking such permissions in a Third-Party Service stops further data sharing; previously received data may continue to be processed on another lawful basis as permitted by applicable law and the Privacy Policy.
- 4.2.9. The User must provide accurate, complete, and up-to-date information (including a valid email address) and promptly update it in the User Account if it changes. The User bears the risk of any consequences arising from failure to update (including not receiving TORRUM's notices). TORRUM is not responsible for the accuracy or content of information

supplied by the User. Information received from the User is confidential and will not be disclosed to third parties without the User's permission, except as required by the laws of Hong Kong and these Terms.

- 4.2.10. The following features and/or information may be available in the User Account, including but not limited to management of the Service (including tariff selection, package selection (volume, price, validity), payment for the Service, editing personal information, monitoring usage, deleting an eSIM, deleting the User Account, monitoring the Balance, viewing promo codes, and obtaining/viewing the QR Code. TORRUM may update the User Account features from time to time, including by adding new options.
- 4.2.11. The User shall use the User Account in good faith and shall not infringe the rights or lawful interests of others.
- 4.2.12. Upon deletion or termination of the User Account, TORRUM may retain only such data as is necessary to: (i) comply with applicable legal obligations; (ii) resolve disputes, enforce rights, or respond to claims; and/or (iii) prevent, detect, or investigate fraud or other unlawful or abusive activity, for the retention periods specified in TORRUM's Privacy Policy and as required or permitted by applicable law. All other personal data will be deleted or anonymised in accordance with the Privacy Policy.

4.3. Placing an Order

- 4.3.1. The User places the Order independently via the Website by completing the electronic form and following the on-screen instructions.
- 4.3.2. Up-to-date information about the Services — including service types, geographic coverage, tariffs (plans), validity periods, and data allowances — is available in the relevant sections of the Website. After reviewing these conditions, the User selects the desired options and clicks "Continue" to proceed.

4.4. Payment for Services

- 4.4.1. The price of the Service depends on the selected tariff plan. All payments for TORRUM Services and Products are made in advance. Descriptions of tariff plans are available in the "Tariffs" section of the Website. Prices are shown in USD, including applicable taxes and fees (unless stated otherwise). TORRUM may change tariffs (tariff plans) unilaterally. Unless otherwise stated in the applicable tariff description, the new tariffs take effect upon their publication on the Website.
- 4.4.2. Tariff plans may use different charging methods:
 - (a) Package plans. The User pays for the services described in the selected tariff plan within the stated volume and/or validity period. The Package price is shown in the Order form.
 - (b) Pay-as-you-go plans. The User chooses the top-up amount per transaction within the limit of USD 10–100.
 - (c) Unlimited Data Plans. The User pays for the services described in the selected tariff plan within the validity period.
- 4.4.3. Unlimited Data Plans (Fair Use). Under Unlimited Data Plans, the User will not be charged additional fees for exceeding a data limit. However, if the User exceeds the applicable

high-speed data allowance under the Unlimited Data Plan, the User may experience reduced data speeds for the remainder of the relevant plan period. Reduced speeds may affect activities such as streaming video or downloading large files, while basic functions such as messaging, email, and navigation should generally continue to operate.

- 4.4.4.** The User may use a Tariff Plan for the service period (validity period) indicated in the relevant Order and/or on the Website for that Tariff Plan. Unless the applicable Tariff Plan description states otherwise, the service period starts on the date of the first successful use of the Tariff Plan under the relevant eSIM/eSIM Profile (for example, the first data session on an Operator's network). The Tariff Plan must be activated within 12 (twelve) months from the purchase date; if the Tariff Plan is not activated within this period, it expires. Top Ups may be available for certain Tariff Plans. A Top Up increases the data allowance and/or prepaid balance for the relevant Tariff Plan. The service period is extended only where the applicable Tariff Plan description on the Website expressly provides that the Top Up extends the validity period; otherwise, a Top Up does not extend the service period.
- 4.4.5.** Regardless of the charging method, the eSIM Service is considered provided once the User is enabled to use the Service under the applicable tariff conditions.
- 4.4.6.** The total amount payable appears in the "Total:" field of the Order form. After clicking "Pay," the User is redirected to the payment provider's page to complete payment.
- 4.4.7.** Payments are made in USD by bank card via the payment page in the Order form. Services and QR Codes become available only after TORRUM has received full payment for the selected Service. The User's bank or payment service provider may apply cross-border and/or foreign currency transaction fees. For further information on the application of such charges, the User should consult the User's bank or payment service provider.
- 4.4.8.** Bank card transactions are performed by the cardholder or by a person authorised under a power of attorney executed in accordance with applicable law.
- 4.4.9.** Bank card transaction authorisation is performed by the bank. If the bank suspects fraud, it may refuse the transaction. To prevent unauthorised use of bank cards, all prepaid Orders are subject to TORRUM's verification. TORRUM may cancel an Order; any amount paid will be refunded to the bank card used for payment.
- 4.4.10.** Acceptance and processing of bank card payments are carried out by Stripe Inc. (<https://www.stripe.com>) or another electronic payment provider. TORRUM does not process or store Users' bank card details.
- 4.4.11.** The time limit for payment is 20 minutes from clicking "Pay." If funds are not received within this period, the Agreement is not concluded.
- 4.4.12.** The volume of Services is determined solely from TORRUM'S billing system records; other information sources are not taken into account. Each use session (data exchange between the User Device and a server, a "Session") is chargeable. For measurement, traffic per Session is recorded to 100 KB precision and rounded up to the nearest 100 KB. All data sent from and to the User Device are counted, including background transfers according to the User Device settings that the User has not disabled. While the User Device is connected to the Operators' data networks, data charges may apply.

5. Delivery and Activation of eSIM

- 5.1.** Upon successful payment of the Order, the electronic QR Code and activation code for the eSIM Profile are made available in the User's Account.
- 5.2.** To install the eSIM on the User Device, the User shall follow the step-by-step instructions published on the Website.
- 5.3.** TORRUM may provide informational support to User via the Telegram Bot and/or the email address indicated on the Website, including assistance with questions related to eSIM installation.

6. Rights and Obligations

6.1. The User has the right to:

- 6.1.1.** obtain up-to-date information about the Services—including their conditions and descriptions, quality parameters, fees, tariffs, and billing—via the Website, the User Account, and the Telegram Bot;
- 6.1.2.** contact TORRUM free of charge, 24/7, through the following channels:
 - (a) for technical issues and technical support — via the Telegram Bot and/or WhatsApp;
 - (b) for information about the Services, complaints, suggestions, and all other questions — via email address indicated on the Website;
- 6.1.3.** request and receive, free of charge and in the manner prescribed by law, a detailed itemised bill within 30 days of submitting the request, provided that the User has supplied TORRUM with a valid email address and such email address has been verified by TORRUM.

6.2. User Obligations

- 6.2.1.** The User shall review and comply with the Service terms and descriptions, those Terms (as updated), fees/tariffs, and other information about the Services.
- 6.2.2.** The User shall monitor the volume and cost of Services consumed.
- 6.2.3.** To access the Services, the User shall use terminal equipment and software applications that meet applicable requirements and technical specifications,
- 6.2.4.** The User shall take reasonable measures to protect the User Device from malware.
- 6.2.5.** The User shall prevent the dissemination of spam and malware from the User Device and shall not:
 - (a) use the Service for unsolicited electronic communications (including bulk or one-to-one) of advertising, commercial or canvassing nature, or for messages containing abusive or offensive content;
 - (b) distribute threatening, defamatory, obscene or otherwise unlawful or offensive content, including pornography, hate speech or incitement to violence;
 - (c) distribute software, information or other works protected by intellectual property rights without the right holder's authorisation;
 - (d) interfere with the normal operation of Operators' network elements (equipment or software) or attempt to alter Operator equipment or software settings;
 - (e) obtain or use unauthorised access to Internet resources;

- (f) breach the rules of any information or technical Internet resource, and shall cease use immediately where such rules require;
 - (g) use third-party identifiers (names, addresses, phone numbers, etc.) without authorisation, and shall safeguard passwords and other access codes to prevent use by third parties on the User's behalf;
 - (h) spoof IP addresses or other protocol identifiers when transmitting data;
 - (i) use non-existent return addresses in electronic correspondence;
 - (j) use Operators' services to transit outbound traffic originating from other operators or networks;
 - (k) introduce, upload, transmit or distribute malicious code (including viruses, worms, spyware, ransomware, bots or similar) or any mechanism designed to disrupt, disable, harm, or exfiltrate information from the Service, TORRUM applications/products, other users, or the Operators' networks;
 - (l) circumvent, probe, scan or test the vulnerability of any system, network, security or authentication measures, or bypass usage restrictions, without TORRUM's express authorisation;
 - (m) assist, enable or encourage any third party to engage in conduct prohibited by this Clause 6.2.5.
- 6.2.6.** The User represents and warrants that they are not subject to any sanctions or other legal restrictions that prohibit use of the Service, and shall not use the Service where such use is prohibited by any country, international organisation, or jurisdiction. If the User becomes subject to such restrictions, they shall immediately cease using the Service.
- 6.2.7.** By accepting these Terms and using the Service, and for the term of the Agreement, the User agrees that:
- (a) TORRUM may disclose to third parties, as permitted by applicable law and the Privacy Policy, non-personal information about the User (i.e., aggregated or de-identified data, such as payment statistics and other data that do not constitute personal data) for the purposes of providing the Service or in connection therewith, including improving the Services, preventing and combating fraud and malware related to use of the Services, performing TORRUM's obligations or the obligations of third parties towards TORRUM under relevant agreements, and providing informational/statistical services;
 - (b) the User may receive service communications (e.g., Order status, activation and technical notices) in the User Account, to the email address specified by the User, via the Telegram Bot, and/or by any other communication method enabled by the User in the User Account (where available), for the purpose of performing TORRUM's obligations under the Service. For clarity, such service communications do not constitute marketing; marketing communications, if any, are governed by Clause 4.1.3.
- 6.2.8.** TORRUM will send a notification to the User at the email address provided by the User (provided that the User's email address has been verified) when the remaining data allowance under the User's current Data Plan falls below 10%, and when the data allowance is fully consumed.

7. Suspension of the Service

- 7.1.** TORRUM may restrict or suspend provision of the Service immediately, without prior notice, until the Service is restored or the Agreement is terminated, if:
 - 7.1.1.** the User has provided false information or misled TORRUM;
 - 7.1.2.** TORRUM has reasonable grounds to suspect unlawful use of the Service, including conduct described in Clause 6.2.5 (e.g., distribution of illegal content, prohibited commercial communications, infringement of rights, or unwanted communications);
 - 7.1.3.** the User Account, eSIM/eSIM Profile, or User Device has been used to cause interference to TORRUM, other Users, or electronic communications networks; or
 - 7.1.4.** there are reasonable grounds to suspect activities related to money laundering, terrorist financing, or criminal activities.
- 7.2.** TORRUM will notify the User of the suspension and the principal reasons as soon as reasonably practicable.

8. Term and Changes

- 8.1.** The Agreement for the provision of the Service is considered concluded when the User clicks the “Pay” button at the final stage of placing the Order upon completion of the actions and acceptance of the Agreement Documents.
- 8.2.** The Agreement terminates automatically upon:
 - 8.2.1.** expiry of the relevant eSIM/eSIM Profile, or
 - 8.2.2.** the User’s deletion of the eSIM Profile from the User Device, without prejudice to rights, obligations, and liabilities accrued prior to termination.
- 8.3.** An eSIM/eSIM Profile remains valid for 12 months from the date of the last activity (meaning a successful registration on an Operator’s network using the eSIM Profile). If no such activity occurs after purchase, the eSIM/ eSIM Profile is not activated and/or Data Plan is not started to be used, it shall expire upon the expiry of the 12 (twelve)-month period following the purchase date.
- 8.4.** If the User does not use the User Account for any continuous period of 24 months, TORRUM reserves the right to deactivate the User Account and disable access to the Service without prior notice and without any refund, repayment, or compensation, to the extent permitted by applicable law.
- 8.5.** eSIM profiles (including tariff plan, coverage area, and validity) are fixed upon purchase and cannot be changed; individual adjustments are not available.
- 8.6.** Data Packages have a defined validity period. The User is responsible for monitoring the validity and using the included data before expiry. Upon expiry, any unused data is forfeited and no refund, repayment, or compensation is due.
- 8.7.** An eSIM is single-use: once installed on a User Device, it is deemed used and cannot be installed on another device.

9. Right of Withdrawal

- 9.1.** The User has the right to withdraw from this Agreement without giving any reason within 14 (fourteen) days from the date the Agreement is concluded (the “Withdrawal Period”), or within

any longer period that may apply under mandatory applicable law. Each purchase of (i) a Top Up and/or (ii) an additional eSIM/eSIM Profile constitutes a separate Order and forms a separate agreement for the purposes of the right of withdrawal. Accordingly, the Withdrawal Period for a Top Up and/or an additional eSIM/eSIM Profile runs from the date of the relevant purchase (i.e., the date that Order is concluded).

- 9.2. To exercise the right of withdrawal, the User must notify TORRUM of the decision to withdraw by submitting an unequivocal withdrawal notice. The User may do so by: (a) submitting a withdrawal/cancellation request in free form by email; and/or (b) sending the Withdrawal Notice template (available on the Website) to TORRUM by email. The right of withdrawal is exercised if the notice is sent within the Withdrawal Period.
- 9.3. The User acknowledges that the provision of the Service may begin before the expiration of the Withdrawal Period and that, if the Service is activated before the expiry of such period, the User loses the benefit of the User's right of withdrawal, in accordance with applicable law and these Section.

10. Refunds

- 10.1. If the User terminates this Agreement because: (i) TORRUM makes a change to these Terms and such change is not exclusively to the User's benefit; or (ii) TORRUM commits a material breach of this Agreement or becomes insolvent, TORRUM will refund the charges paid for the affected Service(s) to the extent such Service(s) have not been provided and/or consumed, except where mandatory law provides otherwise.
- 10.2. Where the User requests a refund after activation/use due to an inability to use the Service, TORRUM will consider the request only if all of the following conditions are met:
 - 10.2.1. the User Device is in good working order and supports eSIM technology;
 - 10.2.2. at the time of download and activation of the eSIM/eSIM Profile, the User was within an Operator's coverage area, contacted TORRUM support, followed TORRUM's instructions, and the issue could not be resolved within 24 hours; and
 - 10.2.3. the inability to use the Service is due to unresolved issues with either (i) installation of the eSIM/eSIM Profile on the User Device, or (ii) registration of the eSIM/eSIM Profile on the Operator's network, despite the User following TORRUM's instructions.
- 10.3. For the avoidance of doubt, the User is not entitled to a refund where, inter alia: (i) the User Device does not support eSIM technology; or (ii) a VPN or other software installed on the User Device interferes with data routing, Service operation, or speed limitations.

11. Complaints and Dispute Resolution

- 11.1. The User may contact TORRUM for technical issues and technical support — via the Telegram Bot and/or WhatsApp and for information about the Services, complaints, suggestions, and all other questions — via email indicated on the Website. Where email communication is used, TORRUM may require that the User's email address is verified. TORRUM will reply to a written consumer request within 15 business days. A billing complaint must be submitted within 3 months from the invoice date.
- 11.2. The User may report Service malfunctions to TORRUM via Telegram Bot or WhatsApp. If the malfunction results from an error in the Service, TORRUM will use reasonable efforts to remedy it.

A remedy may include a temporary workaround, including instructions to the User.

- 11.3. If a problem or Service malfunction cannot be resolved within a reasonable time due to TORRUM's fault, the unused data allowance may be refunded.
- 11.4. Where a refund request is accepted under these Terms (including Section 9 and this Section 10), the refund is made only to the payment card used for the original purchase. TORRUM will initiate the refund within five (5) business days of acceptance. Because payment system operators and banks are involved, the funds may reach the User's account later (up to thirty (30) calendar days).
- 11.5. TORRUM may refuse a refund where there is evidence of abuse, breach of these Terms, or fraud related to use of the Service.
- 11.6. Disputes shall first be resolved amicably. Failing settlement, disputes are resolved under the laws of Hong Kong before the courts of Hong Kong. This does not affect the mandatory consumer rights applicable in the User's country of habitual residence within the EEA. The User may also use available out-of-court dispute resolution mechanisms (including the EU Online Dispute Resolution platform).

12. Quality of Services

- 12.1. The Service is provided over mobile networks operated by Operators and/or TORRUM's third-party roaming partners and is therefore not fully within TORRUM's control. TORRUM does not guarantee that the Service will be uninterrupted, continuous, timely, secure, or error-free and, to the extent permitted by applicable law, is not liable for any interruption, delay, degradation, or unavailability of the Service resulting from: (i) Operators or other third-party networks, systems, or services; (ii) maintenance or technical works; or (iii) circumstances beyond TORRUM's reasonable control. TORRUM does not control and is not responsible for the performance, quality, or availability of Operators' networks or any third-party network features or functions and disclaims liability for failures or limitations of such networks or features to the extent permitted by applicable law.
- 12.2. Where required by applicable EU law, TORRUM provides the configured maximum download and upload speeds that may be achievable under the relevant Tariff Plan under optimal conditions:
 - 12.2.1. Configured maximum download speed: up to 150 Mbps
 - 12.2.2. Configured maximum upload speed: up to 100 Mbps
- 12.3. Actual speeds experienced by the User may be lower and will vary depending on factors including (without limitation) the User's location, network coverage and signal strength, network congestion, technical limitations imposed by Operators, local laws and restrictions, and the technical characteristics, settings, and compatibility of the User Device (including software version and the configuration of the eSIM/eSIM Profile). TORRUM makes no representation and gives no warranty that the configured maximum speeds will be achieved in practice.

13. Liability and Warranties

- 13.1. The Service, the Website, the Telegram Bot, and related materials are provided "as is" and "as available." To the extent permitted by law, no implied warranties (including merchantability, fitness for a particular purpose, title, or non-infringement) apply.
- 13.2. To the extent permitted by law, TORRUM is not liable for: loss of profit or revenue; loss of data; business interruption; cost of capital or substitute services; or any special, indirect, incidental,

punitive, or consequential damages arising from or in connection with the Service or these Terms, whether in contract, tort (including negligence), or otherwise.

- 13.3. Telegram and WhatsApp are operated by third parties and are subject to their own terms and policies (including, as applicable, Telegram's terms at telegram.org/tos and WhatsApp's terms and privacy policies at whatsapp.com). If the User chooses to communicate with TORRUM via Telegram and/or WhatsApp, such communication is subject to the relevant third party's terms and policies. TORRUM is not responsible for the availability, operation, or performance of Telegram or WhatsApp. Support remains available via the email address indicated on the Website.
- 13.4. Payments are processed by independent payment service providers and banks. TORRUM is not responsible for payment failures, delays, or errors caused by those providers or factors beyond TORRUM's control; however, TORRUM will provide reasonable assistance to the User in resolving payment issues. This does not affect Sections 9–10 (withdrawals, refunds).
- 13.5. TORRUM may co-operate fully with competent authorities and other authorised persons in investigating suspected criminal, administrative, or civil wrongdoing. TORRUM may disclose the User's identity and contact information where required by law or a binding order. Any such processing will be carried out in accordance with applicable law and the Privacy Policy. TORRUM is not liable for disclosures required by law.
- 13.6. TORRUM may suspend or terminate the User Account, the Service, and/or the Agreement where required by applicable law or by a lawful order of a competent authority, without liability.

14. Data Processing

- 14.1. TORRUM processes personal data only for specified, explicit, and legitimate purposes, on an appropriate legal basis, and to the extent necessary for those purposes. Personal data are kept in identifiable form only for as long as needed for those purposes or as required by law.
- 14.2. Any information about the User's data and electronic communications metadata (including traffic/load and location data) is confidential. TORRUM processes such data in accordance with applicable law and the Privacy Policy, and discloses it only in the cases, to the extent, and following the procedures provided in these Terms, the Privacy Policy, or law. The Privacy Policy describes the processing purposes, legal bases, retention periods, categories of recipients, international transfers, and the User's data-subject rights.
- 14.3. By creating a User Account and using the Service, the User acknowledges that TORRUM will process personal data as described in these Terms and the Privacy Policy. Depending on the context, processing may rely on performance of the Agreement, compliance with legal obligations, TORRUM's legitimate interests (e.g., security, fraud prevention), and—where required—the User's consent (e.g., for marketing).
- 14.4. The User may request deletion of the User Account at any time by contacting email indicated on the Website. Such request must be submitted from the User's verified email address associated with the User Account. TORRUM will delete or anonymise personal data not required to be retained under applicable law or TORRUM's Privacy Policy.

15. Final Provisions

- 15.1. Neither party is liable for delay or failure to perform these Terms (other than payment obligations already due) to the extent caused by events beyond its reasonable control, including acts of God,

fire, flood, epidemic/pandemic, war, terrorism, civil unrest, strikes or other industrial disputes, acts or orders of public authorities or regulators, power or Internet failures, or failures/outages of telecommunications or Operator networks. The affected party shall notify the other party as soon as reasonably practicable, use reasonable efforts to mitigate the effects, and resume performance promptly. Any affected time limits are extended for the duration of the force-majeure event.

- 15.2. If any provision of these Terms is held invalid, illegal, or unenforceable, the remaining provisions remain in full force and effect. Where possible, the invalid provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable while preserving its intent.
- 15.3. All text, graphics, user-interface elements, trademarks, logos, and other content on the Website or within the Service are the property of TORRUM or its licensors and are protected by intellectual-property laws. Any use beyond what is necessary to use the Service is prohibited without TORRUM's prior written consent.
- 15.4. Nothing in these Terms grants the User any right to use TORRUM's corporate names, trademarks, domain names, or other brand identifiers (or those of TORRUM's affiliates). Any such use requires TORRUM's prior written consent.
- 15.5. All provisions of this Agreement relating to dispute resolution (including governing law, jurisdiction, and out-of-court dispute resolution mechanisms) shall survive any termination, cancellation, or expiration of the Agreement.

Date: