

Simlink Limited (esim.cc)

Terms of Service & Purchase & Refund Policy

Last Updated: 06 Nov 2025

I. Terms of Service

1. Acceptance

Welcome to Simlink Limited (the “Company”). By accessing esim.cc (the “Platform”), creating a User Account, downloading/using any Software, or clicking “Agree,” you accept these Terms of Service (the “Terms”). If you do not agree, stop using the Platform and Services immediately.

2. Definitions

- **Company:** Simlink Limited.
- **Platform:** esim.cc and related mobile apps/mini-programs and online channels.
- **Software:** applications provided or licensed by the Company to enable eSIM functions.
- **Updates:** fixes, improvements, upgrades or new features.

- **Services:** eSIM-related free and paid features, including purchase, download, activation, management, top-ups, subscriptions, and support.
 - **Data Plans:** prepaid mobile data service offerings.
 - **Subscription:** auto-renewing service on a recurring cycle.
 - **User Account:** the account you create and control under these Terms.
 - **User Submitted Content:** public content you upload/post/share/host via the Platform (excluding private communications).
 - **Third-Party Service Providers:** external providers for payments, network, support, analytics, etc.
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3. Structure & Changes

These Terms incorporate the Privacy Policy, Cookie Policy, and Purchase & Refund Policy (together, the “Policies”). We may update the Terms and/or Policies by posting on the Platform; continued use of the Platform or Services after the update takes effect constitutes your acceptance of the updated version.

4. Services

We provide prepaid mobile data eSIM Services, including:

- choosing and buying Data Plans,
- downloading and activating eSIMs,
- monitoring data usage,
- purchasing top-ups,
- managing Subscriptions, and
- receiving support and notifications.

Some Services involve Third-Party Service Providers. The Company does not guarantee their coverage, performance, availability, or compliance and is not liable for their performance.

5. License & Restrictions

We grant you a non-exclusive, non-transferable, revocable, free license to install and use the Software solely to access the Services. You may not:

- sublicense, sell, rent, lease, lend, or otherwise commercially exploit the Software without our written consent;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive source code, except where permitted by law;
- remove or alter any proprietary notices; or

- use the Software to provide commercial services to third parties without written consent.
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6. Accounts, Compliance & Prohibited Use

You are responsible for your credentials and all activities under your User Account. You must comply with applicable telecom, data protection, consumer, export-control and other laws.

Prohibited uses include, without limitation:

- distributing malware;
- launching DoS/DDoS or similar attacks;
- sending spam or phishing;
- impersonating others;
- publishing unlawful, infringing, abusive or otherwise inappropriate content;
- scraping or harvesting personal data without consent;
- interfering with the availability or security of the Platform or Services;
- using the Platform or Software for unpermitted commercial purposes.

You are responsible for the rights to your User Submitted Content and grant the Company a global, royalty-free, sublicensable, transferable license to use it in connection with the Services.

7. Fees, Payments & Taxes

- **Billing Models:** Pay-as-you-go / Bundled Data Plans / Subscriptions.
- **Payments:** Charged at order confirmation; payment credentials are not stored by the Platform and are processed by licensed Third-Party Service Providers.
- **Supported Methods:** Credit/Debit Cards, PayPal, WeChat Pay, Alipay (subject to the checkout page).
- **Taxes:** Prices may exclude applicable taxes/charges; cross-border tax obligations remain with you.

Cross-References:

- Refunds/cancellations – see **Purchase & Refund Policy**.
 - Personal data – see **Privacy Policy**.
 - Cookies – see **Cookie Policy**.
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8. Quality, Updates & Maintenance

We do not guarantee uninterrupted or error-free Services. Quality depends on device capability, local networks, Third-Party Service Providers, public networks and power supply.

Maintenance or updates may temporarily suspend or limit features where necessary for security, compliance or operations.

9. Third-Party Content & Links

The Platform may reference or link to third-party websites, apps or services. We are not responsible for third-party content, accuracy, completeness or legality, and your use is at your own risk.

10. Intellectual Property Rights

The Platform, Software and related content (including text, graphics, interfaces, compilations, code, trademarks and logos) are owned by the Company or its licensors and protected by intellectual property laws.

Except as expressly authorized, you may not copy, modify, distribute, publicly communicate, reverse engineer or otherwise exploit such content.

11. Privacy & Data

We handle your personal data in accordance with our Privacy Policy and apply reasonable administrative, technical and physical safeguards to protect against unauthorized access, use or disclosure. Where feasible, we may de-identify or aggregate data.

No system can be guaranteed 100% secure.

12. Disclaimer

To the maximum extent permitted by law, the Platform and Services are provided “as is” and “as available.” The Company and its affiliates make no warranties of merchantability, fitness for a particular purpose, accuracy, completeness, reliability, security, availability, or uninterrupted operation.

13. Limitation of Liability

To the maximum extent permitted by law, the Company is not liable for any indirect, incidental, special, punitive or consequential damages (including loss of profits, data, or goodwill) arising from or related to your use of the Platform or Services.

Our aggregate liability to you in any 12-month billing period is capped at the higher of:

- the fees actually paid by you for the specific Service giving rise to the claim during that period, or
- USD 5,000 (or equivalent),

unless mandatory law requires otherwise.

14. Indemnity

You will indemnify and hold harmless the Company from losses arising from your breach of these Terms, violation of applicable law, or infringement of third-party rights.

15. Termination

You may close your account at any time and stop using the Services.

We may limit, suspend or terminate Services or delete accounts where:

- you breach these Terms or applicable law;
- we reasonably suspect fraud, abuse, infringement or harmful behaviour;
- required by regulators or due to legal/policy changes;

- the Services become restricted or not commercially viable in your jurisdiction.

Upon termination, licenses granted under these Terms cease, and you must stop using and delete the Software.

16. Force Majeure

We are not liable for delays or failures caused by events beyond our reasonable control, including natural disasters, war, unrest, governmental action, infrastructure failures, third-party outages and cyberattacks.

17. Governing Law & Jurisdiction

These Terms are governed by the laws of the Hong Kong Special Administrative Region (HKSAR), excluding conflict-of-law rules. The courts of HKSAR have exclusive jurisdiction. Mandatory consumer protection rules remain unaffected.

18. General

- **Severability:** If any provision is invalid, the remainder stays in force.

- **No Waiver:** Failure to enforce a right is not a waiver.
 - **Assignment:** You may not assign these Terms without our written consent; we may assign them to affiliates or successors.
 - **Language & Translation:** Where multiple language versions are published together, the English version prevails for international users unless local mandatory rules apply.
 - **Entire Agreement:** These Terms and the Policies form the entire agreement and supersede prior arrangements on the same subject.
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19. Contact Us

For support, appeals or rights requests, use the in-Platform “Contact Us/Support” channel or email **support@esim.cc**. We may require identity verification and additional information to process your request.

II. Purchase & Refund Policy (Final – HKSAR)

Last Updated: 06 Nov 2025

1. Scope

This Purchase & Refund Policy (the “Policy”) applies to your purchase, activation and management of eSIM Data Plans and related Services via the Platform.

This Policy works together with the Terms of Service, Privacy Policy and Cookie Policy. In case of inconsistency, the Terms of Service prevail.

2. Plans & Pricing

Billing models include:

- Pay-as-you-go,
- Bundled Data Plans, and
- Subscriptions.

Prices and availability vary by country/region and Third-Party Service Providers. The total payable amount and key elements are displayed before you confirm your order.

3. Payments

Orders are charged at confirmation. The Platform does not store full payment credentials; payments are processed and stored by licensed Third-Party Service Providers.

Supported Methods: Credit/Debit Cards, PayPal, WeChat Pay, Alipay
(subject to the checkout page).

The Company may adjust supported payment methods at any time as shown at checkout.

4. Orders, Delivery & Activation

eSIMs are delivered electronically. After successful payment, you can view purchased eSIMs and installation information under “My eSIMs” or an equivalent section.

Ensure your device is unlocked and eSIM-capable, and complete installation and activation over a stable network.

Compatibility depends on country/region and Third-Party Service Providers. You must verify compatibility before purchase. The Platform is not responsible for activation or usage issues caused by incompatible or locked devices, installation errors, unstable networks or other non-Platform reasons.

5. Refunds & Cancellations

5.1 Refund Window (Unused within 90 Days)

Unless otherwise required by applicable law, you may request a refund within **90 days** from purchase if the eSIM is **unused**. Refunds are returned via the original payment method, subject to payment channel or card-issuer rules.

“Unused” means:

- the system shows no scan,
- no download,
- no configuration, and
- no session records (including activation or data sessions).

If any such event occurs, the eSIM is deemed “used.”

5.2 Used or Activated

Once an eSIM has been scanned, downloaded, configured or actually used (as recorded by the system), sales are typically non-refundable.

5.3 Subscription Cancellation

You may cancel a Subscription before the renewal takes effect.

Cancellation applies after the current billing period and is typically not refunded on a pro-rated basis.

5.4 Wrong or Duplicate Charges

If you believe there is a wrong or duplicate charge, contact us promptly through the Platform's "Contact Us/Support" entry and provide your order number and relevant screenshots.

If verified, we will correct or refund the charge. Posting times depend on payment channels and card-issuer processing cycles.

5.5 Third-Party Channels

If you purchased via third-party channels (including vouchers or promo codes), refunds and cancellations must follow the rules of that third party.

5.6 Promotions & Gifts

For orders involving coupons, points or gifts, if full or partial refunds occur, related benefits will be adjusted or revoked according to posted rules.

5.7 Abuse & Irregularities

If we reasonably believe there is abuse of the refund policy, fraud or arbitrage, we may refuse refunds and take appropriate measures, including restricting account capabilities.

6. Billing & Invoices

To request an invoice or receipt, apply via the Platform during checkout or after-sales, and provide required details such as legal name and tax ID where applicable.

Invoice issuance follows applicable tax laws and posted rules.

7. Delivery Timelines & Refund Posting

eSIMs usually appear in your account immediately after payment.

Refunds (where applicable) are returned via the original payment method.

Posting times depend on the payment channel and card issuer, typically

1–15 business days.

8. Support & Complaints

For questions about orders, activation, billing or refunds, use the Platform

“Contact Us/Support” entry or email **support@esim.cc**.

To verify identity and locate issues, you may need to provide order numbers, device information and operation screenshots.

9. Governing Law & Jurisdiction

This Policy is governed by the laws of the Hong Kong Special Administrative Region (HKSAR), with exclusive jurisdiction of the HKSAR courts. Mandatory consumer protection rules are not affected by this choice of law.

10. Updates

We may update this Policy from time to time by posting on the Platform. Updates take effect from the date of posting.

Material changes will be highlighted in a prominent manner. Your continued use of the Platform constitutes acceptance of the updated Policy.