

Welcome to HodlCC!

These are the Terms and Conditions (“**Terms**”) applicable to all services and products offered on HodlCC. Please read them carefully, as well as our [Privacy Policy](#), before proceeding, as they set out the contractual basis for any transactions occurring on HodlCC. “**HodlCC**” is an e-commerce platform accessible via the website (www.HodlCC.com) or via the app HodlCC.

By continuing to use HodlCC, you (“**Customer**”) are acknowledging that you have read and agree to the Terms, as well as to the [Privacy Policy](#), when purchasing services and products from HodlCC.

If you do not agree with these Terms and the Privacy Policy, you are not allowed to continue using HodlCC and we ask you to please refrain from doing so.

1. HodlCC Company

These Terms are agreed between you and us. Please reach us at support@HodlCC.com. For any legal notices that must be sent by post, please address them to Passvoy Ltd., 86-90, Paul Street, EC2A 4NE, London, United Kingdom.

2. The Gift Card and Top-Up Products.

HodlCC is an electronic commerce platform specialized in the resale of closed-loop gift cards, vouchers and phone top-ups (“**Product**” or “**Products**”), of fixed or variable amounts, in different currencies, that can be redeemed by the Customer at the issuer’s store, in exchange for services and products offered by such issuer.

HodlCC offers different Products depending on the Customer’s country.

HodlCC allows the Customer to select their country and displays all the offers available in that country. HodlCC does not guarantee that a Product purchased from one country page will work when used in a different

country and therefore strongly advises Customers to read the terms and conditions of each particular Product.

Although we strive to present updated terms and conditions for all products, we do not make any representation in that regard. You should confirm the applicable terms and conditions of the Product you are purchasing from us directly on the website of the issuer of each product.

Some Products sold are geographically limited to certain countries. In these cases, if you are attempting to purchase from a country that is not allowed by a Product's terms and conditions, such a purchase will not be possible.

If you circumvent our geoblocking systems to acquire a Product that is not available in your country, you are violating these Terms and Conditions and we may suspend or remove your account. We are also not liable for any redemption issues you may find, and we will not provide a refund in those cases.

Upon selection and payment, the Customer will receive access to the Product either on screen or by email to their email account.

Products can be delivered as sealed or unsealed. Products are delivered as sealed by default. The Customer may change this setting on their account. A sealed Product is essentially a right to claim a Product at a later stage. This allows Customers to safely preserve the Product until the moment of redemption. To the extent that receiving a sealed Product does not render the Product unusable, a sealed Product may also be exchanged or refunded – see below [“Refunds”](#). An unsealed Product is an alphanumeric code representing the Product. Orders are processed immediately and the Products are delivered (sealed or unsealed) either immediately or within a few minutes of receiving a successful payment, depending on the Product purchased. There can be delays that are outside of our control, such as, but not limited to: (i) force majeure; (ii) unexpected outages; (iii) failure to send a correct payment. HodlCC will endeavour to keep expected timescales transparent, but shall not be held responsible for delays and losses caused by the Customer or third parties. In case your Product does not arrive

within 30 minutes of successful payment, please contact support@HodlCC.com

Your use of the Gift Card and Top-Up products is continuously monitored to ensure the safety and regulatory compliance of HodlCC's platform.

Suspicious transactions will be reported to competent authorities and you may be required at any time to complete a KYC program to continue to use these services.

3. The Bill Payment Products.

At HodlCC, Customers residing in certain countries may have access to Bill Payment Products, provided in connection with different partners per

jurisdiction, as specified below. The Bill Payment Products terms and conditions below are applicable in addition to these Terms.

Access to certain Bill Payment Products in certain jurisdictions may be reserved to Customers with verified accounts (Level 3 and 4).

Please note that, unless otherwise mentioned in the specific bill payment service you are accessing, payment of bills is not immediate and may take some time to confirm.

4. Other products

HodlCC may, from time to time, and in partnership with other providers, offer products other than the gift card and top-up Products or the Bill Payment Products described above. Such products shall be governed by specific sections of these Terms which will be updated as and when we launch additional services.

HodlCC Credit Lines and HodlCC Balances

Customers may also choose to prepay at HodlCC, speeding up the check-out process. HodlCC may offer from time to time, and in accordance with applicable legislation, two payment options: the HodlCC Credit Line and the HodlCC Balance. These options allow a Customer to pay in advance

OR pay via a credit line for Products and save fees and waiting time upon check-out.

The HodlCC Credit Line is a dynamic credit line against your crypto that you can use to purchase products / services from HodlCC. The HodlCC Credit Line and the HodlCC Balance can be redeemed exclusively to acquire goods or services sold on HodlCC, and they will not enable you to shop anywhere else. You may not resell the HodlCC Credit Line or transfer your HodlCC Balance to anyone. You cannot purchase HodlCC Credit Lines with your HodlCC Balance. Any value contained in a HodlCC Credit Lines or in a HodlCC Balance will not in any case be redeemable in cash or refunded in fiat. Refunds are only available exceptionally and are processed (excluding transaction fees) at the discretion of HodlCC, using the means of payment originally used by the Customer.

The sale of HodlCC Credit Lines and prepayment of HodlCC Balance is subject to the limitations provided in these Terms. HodlCC reserves the right to, at any time, (i) stop selling HodlCC Credit Lines; (ii) discontinue HodlCC Balances, by issuing refunds to Customers or imposing a timeline for any outstanding credit to be spent; (iii) limit the geographical scope of these products; (iv) limit the type of Products that can be purchased; (v) require a

Customer to undertake KYC in order to continue to use them and (vi) freeze access to the account or to the HodlCC Balance while investigating suspicious activity.

You are solely responsible for the safekeeping and security of your HodlCC Credit Line following delivery. If you destroy or lose your HodlCC Credit Line, or your HodlCC Credit Line is stolen or used by someone else (with or without your permission), HodlCC shall not be liable for any loss or damage you suffer as a result.

Any questions related to the HodlCC Credit Line or the HodlCC Balances shall be sent to support@HodlCC.com.

5. Anti-Money Laundering Policy

Customers can shop at HodlCC as Customers of four different levels:

1. **Customers without accounts**, by providing on checkout a working email or phone number for the delivery of the Products purchased;
2. **Customers with basic accounts**, by registering and verifying an email address with HodlCC;
3. **Customers with verified accounts**, by going through our customer due diligence program (powered by SumSub, please check their [Terms of Use](#)) and providing a copy of Government-issued photo ID, proof of address and a live selfie;
4. **Verified corporate customers**, by going through our corporate due diligence program (powered by SumSub, please check their [Terms of Use](#)) and providing incorporation documents, proof of address, information on business, representatives and ultimate beneficial owners.

Only Customers with verified accounts (levels 3 and 4) are eligible for certain Products such as HodlCC Credit Line (“**Credit Line**”) or store credit balance (“**Balance**”)

Account levels impact purchasing thresholds and access to certain Products.

Level 3 verification can be done in your account settings. Level 4 verification can be started by emailing us at legal@HodlCC.com.

The Products can be purchased by the Customer either (i) directly with a cryptocurrency, (ii) via a third-party payment provider, in either fiat or cryptocurrency or (iii) via a HodlCC Credit Line (“**Credit Line**”) or store credit balance (“**Balance**”).

Payment with crypto

Customers may choose to pay directly with one of the cryptocurrencies accepted at the time of purchase by HodlCC or by using a third-party crypto payment service that is available at check-out. These payments may be subject to fees and confirmation time, as stated in HodlCC or in the terms and conditions of such third-party providers. If you attempt to pay directly with an unsupported coin, or using an unsupported network, we will not be able to refund you and your funds will be lost.

Payment with fiat

If the option is available from time to time, Customers may also choose to pay using their Mastercard or Visa payment card. Such payments are processed by a third-party provider, identified on the payment page, whose terms and conditions apply. HodlCC does not have access to your payment details, which are inserted by you directly into the secure payment gateway of the third-party provider.

Should you have any complaints about your payment with fiat, we kindly ask you to direct your queries to the third-party provider used for the payment or to your bank directly.

Balances cannot exceed **10,000.00 USD** and top-ups cannot exceed **2,000.00 USD** (or the equivalent in the balance currency). Any of these limits can be reduced at any time by HodlCC.

Attempts to top-up or use the balance in violation of these thresholds will result in your account being frozen until your account is verified by the Customer completing our KYC. Any excessive amount will be returned to those verified customers.

Thresholds are detailed in Point 7, Limitations of Use

6. Availability of Third-Party Services.

The proper functioning of HodlCC depends on its interaction with several third-party providers.

Transactions may, from time to time, fail due to technical or other reasons. Customers, therefore, acknowledge that we may not be liable for a technical issue that may affect their transaction. Whenever a transaction fails due to technical reasons, a Customer may qualify for a refund. Please see the "Refunds" section below to know more.

7. Limitations of use.

We implement certain purchasing thresholds in accordance with our Anti-Money Laundering Policy, depending on the level of account of the

Customer. All limits are presented in USD but apply to the equivalent amount in other currencies. Different limits can be implemented on a product by product, or customer by customer, basis, at the request of Product Issuers or discretionarily by us.

Any Customer using more than one HodlCC account, or any other expedient, in order to circumvent the limits below, is in breach of these Terms and can have its account, or accounts, suspended until customer due diligence is successfully completed. Customers must not share HodlCC accounts.

To the extent necessary under applicable laws and regulations or our internal policies, such illegal circumvention of the use limitations may be reported to the relevant authorities, whenever it reveals, in our sole understanding, signs of suspicious activity.

1. Customers without accounts

Maximum orders per day: 15 (fifteen)

Maximum purchasing limits: 500 USD per day and 1.000 USD per month

2. Customers with basic accounts

Maximum orders per day: 15 (fifteen)

Maximum purchasing limits: Up to 2.000 USD per card, up to 5.000 USD per day, up to 10.000 USD per month (different exceptional thresholds may apply to certain Products)

Maximum phone top-ups per day: 15 (fifteen)

Maximum phone top-up limits: Up to 200 USD per pin/refill, up to 500 USD per day, up to 2.000 USD per month

3. Customers with verified accounts

Maximum orders per day: 25 (twenty-five)

Maximum purchasing limits: Up to 2.000 USD per card, up to 10.000 USD per day, up to 50.000 USD per month (different exceptional thresholds may apply to certain Products)

Maximum phone top-up limits: Up to 500 USD per pin/refill, up to 1.000 USD per day, up to 5.000 USD per month

4. Verified corporate accounts

Limits per value of purchase, number of purchases and daily amounts for verified corporate accounts can be established on a case-by-case basis.

8. Freezing date

As explained above, when purchasing a Product via HodlCC, it will be delivered as “sealed”. This gives the Customer extra rights that are normally not available when purchasing prepaid products.

HodlCC also provides Balances and Credit Lines with different denominations, as well as a Rewards balance, to facilitate payment and reward your loyalty.

The right to claim an unsealed Product, as well as to use the Rewards, the Balances, and the Credit Lines, shall be honoured by HodlCC. However, in order to manage internal stocks and risk, the right to use the above mentioned features shall be frozen in case of non-use or non-activity for a certain period of time.

The following freezing dates apply:

- To HodlCC Credit Lines, one year after the date of purchase;
- To HodlCC Balances, one year after the Customer’s last account login;
- To HodlCC Rewards, one year after the Customer’s last account login;
- To sealed Products, one year after the date of purchase if the Product remains sealed;

HodlCC Gift Cards, HodlCC Balances and sealed Products already issued or sold before July 1st, 2024 will freeze on July 1st, 2025.

Any frozen Product or Balance may be unfrozen upon request, to the extent commercially feasible. In this case, HodlCC shall reissue and/or reinstate the sealed Gift Card, HodlCC Balance or HodlCC Gift Card in the same fiat amount they had at the time of the initial freezing. Products or Balances denominated in a cryptocurrency will be reissued with the equivalent in crypto of their USD value at the time of the initial freezing.

Products that were unsealed (either by default or by the Customer) are not covered by this section. Unsealed Products are issued by third parties and are governed by the terms and conditions of those issuers, which you accept by acquiring them unsealed or by unsealing them.

Redeeming those (or obtaining a refund or replacement) past any existing expiration date is subject to the terms and conditions of the issuer.

Please make sure you read the terms and conditions of the Product you are purchasing before buying or unsealing it, and contact the issuer's customer support if you have any issues.

9. Refunds.

Please note that due to the nature of the Products, the Customer does not have a cooling-off period of any kind after acquiring an unsealed Product or after unsealing a sealed Product. **Once a Product is unsealed, no refunds or reimbursements will be offered unless in the cases where the product delivered is invalid or had already been redeemed prior to delivery. If this is not your case, and your Product is unsealed, we will not issue a refund.** As explained above in "Availability of Third-Party Services", the purchase of Products through HodlCC depends on the proper functioning of third-party systems.

Therefore, from time to time, the failure of such systems may cause a transaction to fail, meaning:

- The Customer did not receive the Product;
- The Product was received, but cannot be redeemed on account of it having been previously redeemed; or
- The Product was received, but cannot be redeemed on account of it not being valid.

In these cases, the Customer qualifies for a refund.

In case the Customer does not receive the Product after having paid and appropriate diligences are taken by HodlCC to provide for the delivery of the Product or understand the cause of the delay, the Customer may request a refund.

In case the Product was received but cannot be redeemed, the Customer shall inform us. We will then start appropriate diligences with the relevant third-party providers in order to correct the issue. Should the third-party provider fail to correct the issue and agree to refund us, we will then refund the Customer.

In case of technical error causing the Product not to be delivered to the Customer, we will refund the Customer in full by crediting its HodlCC Balance or with a return transaction in the same cryptocurrency.

In case of overpayment, a Customer may also request a refund in the amount paid in excess, deducted from any transaction fees.

In case of underpayment, a Customer may (i) pay the outstanding amount and receive the Product, (ii) ask for a refund in the same cryptocurrency to

the same wallet, deducted from any transactions fees or (iii) ask for a refund in their HodlCC Balance.

In case of balances exceeding the applicable limit a refund will be issued to a Customer upon mandatory identity verification of the account holder. Refusal to conduct verification may lead to HodlCC freezing the account and any remaining credit until such verification is completed.

Customer verification may also be demanded in order to process exceptional refunds or in situations where HodlCC deems it necessary for compliance reasons.

If you qualify for a refund (either because your Product is sealed, malfunctioning, or you overpaid or underpaid), you must request it within 30 days from the date of the transaction. After 30 days, the decision to issue a refund or not is made at the sole discretion of HodlCC. Refunds

requested after 30 days will be made in the form of a HodlCC Credit Line in the amount of the refund.

Please note that we do not, in any event, refund any transaction fees paid by the Customer that are specific to the payment option selected by the Customer.

We reserve the right to refuse refunds when the costs of refunding exceed the amount to be refunded. The amount of time required to process any refunds request will vary and may take some time.

We also reserve the right to ask you for further information before issuing refunds.

For the purposes of requesting a refund or any further information, the Customer shall contact support@HodlCC.com or use the chat available at HodlCC.

10. Refer a friend.

“Refer a Friend” is a customer referral program to reward Customers who refer new customers to HodlCC.

By participating in it, you acknowledge and consent to the following:

(i) HodlCC will process any personal data submitted by you according to our Global Privacy Policy. Please ensure that you have obtained the consent of your friends before introducing their personal data for referral purposes.

(ii) HodlCC reserves the right to remove eligibility from any Customer for any reason at any time. You cannot use multiple accounts owned by you for the

purpose of obtaining the Refer a Friend reward. Any attempt to misuse this program will result in exclusion from the ability to participate and the removal of any bonuses from the accounts involved.

(iii) HodlCC is not responsible for the misallocation of rewards, expiration or deletion of local browser cookies, or any failure to associate referred customers with your account. The allocation of rewards may not be automatic and may be conditioned upon a prior review of compliance with these terms.

(iv) HodlCC may choose to extend or terminate this program or change its terms at any time.

(v) This is not an affiliate program meant for re-marketing by professionals or inclusion in external content or websites. If you are interested in becoming a professional affiliate please contact us directly.

(vi) You do not have permission to represent HodlCC, its brand, or its products or partners while participating in this program.

(vii) Spamming, hidden iframes, and public posting of your referral code is forbidden.

If you are not sure whether your behavior falls within our terms, assume it does not and contact us for clarification.

Contact support@HodlCC.com with any questions or problems.

11. Other rewards or prizes.

From time to time, HodlCC may give rewards or prizes in the context of organized campaigns or contests, in the website, in other websites or on social media. Unless expressly communicated otherwise, each Customer may only apply once, with one account, to these rewards or prizes. HodlCC reserves the right to cancel, suspend or claw back any reward or prize awarded if it has reason to suspect that a Customer infringed any rules or attempted to abuse the campaign or contest. HodlCC also reserves the right to cancel campaigns and contests at any point without awarding the prize or reward, if it has reason to believe there was abuse.

12. Disclaimers related to the Product.

We are a reseller of the Product. We are not the creator, designer, issuer, organizer, beneficiary or manager of the Product (the “**Issuer**”), nor have we played any role in deciding the terms and conditions applicable to each Product. Therefore, we are not liable for any issue, damage or loss arising from the terms and conditions of each individual Product. We are not sponsored by any Issuer, nor are we related, acting on behalf or under the express authorisation of any Issuer. We are not liable for any malfunction or any infringement of applicable rules caused by the Issuer. The Customer, by

acquiring the Product, is also entering into a contractual relationship with the Issuer, to which we are a third-party, against which the contractual defences and rights arising from the relationship between Customer and Issuer shall not apply. The Customer shall engage in adequate due diligence regarding the terms and conditions of the Product being acquired, in what respects its usability and enforcement against the Issuer. We will not accept any liability for any claims in relation thereto. Those terms and conditions govern the Product acquired. Customers acknowledge and agree that we are not liable for any decision or policy of the Issuer to refuse to accept the Product on the grounds of the terms and conditions that the Issuer applies in relation to the Product. We make no representation regarding the Product's suitability for its intended use and make no other guarantees, warranties or representations in respect of the Product.

13. Responsibility of the Customer.

The Customer is fully liable for any mistakes, losses or damages (against himself, us, or any third-party) arising from (i) the provision of incorrect, inaccurate or fake information and from (ii) the acquisition, resale, use or other related activities of the Product, in a manner that infringes any applicable laws, regulations, contractual terms and conditions or other agreements. For the avoidance of doubt, when the Product being purchased is a refill of a prepaid SIM card (or any other Product that is redeemed by the Customer through HodlCC), the Customer is solely responsible for the accuracy and correctness of the information inserted on the platform (including, but not limited to, the phone number, the country, the network operator and the amount of the top-up) and we shall not be liable, in any case, for any consequences arising from the inaccuracy of the elements provided by the Customer. Likewise, in other cases, the Customer is solely responsible for the accuracy, validity and correctness of the information inserted on the platform (including, but not limited to, the email address to which the Product must be delivered and the amount purchased). The Customer is responsible for maintaining the confidentiality of its password and account and for any activities and transactions that occur under its account. Each customer must have unique login credentials that may not be shared by multiple customers. We shall not be liable to any

person for any loss or damage which may arise as a result of any failure by you to protect your password or account. If you suspect there has been unauthorized access to your account, contact support@HodlCC.com immediately.

14. Unlawful use.

HodlCC and the Products shall not be used, in any way, to infringe or circumvent the applicable laws and regulations and any unlawful behavior is absolutely forbidden on HodlCC. Should we become aware, or reasonably suspect, that a Customer is conducting unlawful activities, or otherwise breaking applicable laws and regulations, or third-party rights, such Customer activities, including but not limited to its purchase history and other data pertaining to its account, will be reported to the relevant authorities, and its access may be restricted until further notice.

Any Customer hereby acknowledges and consents to this approach and to any such disclosures. HodlCC is also entitled to freeze any existing balances and/or accounts for as long as needed for the purpose of investigating suspicious behavior. We may be required to not disclose any such ongoing investigations to Customers, in which case we will keep them confidential. Any store credit held in a HodlCC Balance that is found to have been paid with proceedings of crime may be seized and delivered to legal authorities. Customers are intended end-users of the Products. If you want to purchase Products for resale, please reach out to us at support@HodlCC.com and we will guide you through the process. If we suspect you are buying Products for resale, we may freeze your account until you verify as a Corporate Customer.

Furthermore, Customers agree to not abuse the HodlCC platform by:

- engaging in actions which impose an unreasonable or disproportionately large load on our infrastructure;
 - employing uses of robots, spider or other automated means to access, or when accessing, HodlCC;
 - interfering with, intercepting, modifying or expropriating any system, data, or information from HodlCC servers;
 - transmitting or uploading any material that contains viruses, trojan horses, worms, or any other harmful or deleterious programs;
-
- attempting to gain unauthorized access to the HodlCC Products, other HodlCC accounts, computer systems, or networks connected to the HodlCC servers through password mining or any other means.

15. Re-sale.

Unless expressly agreed in a contract between HodlCC and the Customer, Products purchased through HodlCC may not be re-sold and shall be redeemed only either by the Customer, on the Customer's behalf or by someone to whom the Customer has gifted the Product.

16. Limitation of Liability.

Some jurisdictions limit the ability to disclaim liability. With regard to those jurisdictions, our liability shall be limited to the greatest extent permitted by applicable law.

Our team.

No members of our team (including employees, contractors, directors, management members and other collaborators) shall have any liability based upon customer's use of, or reliance upon, HodlCC or the Products purchased.

Customer decisions.

For the avoidance of doubt, we are not responsible for any decision you make, or action you take, based on your visit to HodlCC or the information obtained therein.

Accuracy of information.

We shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials on HodlCC.

Security.

We work hard to keep HodlCC secure. We accept no responsibility whatsoever for viruses, malware or other malicious or damaging software

on Customer's devices. Please ensure that your own computer security is comprehensive and up to date.

Third-party content.

This website may include links to third-party websites, plug-ins and applications. For example: if we link you to a tweet on Twitter, or to a post on Medium, or to the Terms & Conditions page of one of the Issuers of the Products, from the moment you click on that link, we are no longer responsible for the content you are seeing or have access to. We do not control these third-party websites and do not accept any responsibility whatsoever for third-party sites available through HodlCC, via hyperlink or otherwise, nor their respective contents, hyperlinks or security flaws. We encourage any Customer to review the terms of use applicable to those sites. Any access to, or use of, a third-party site is solely at the Customer's own risk.

17. Personal Data Protection and System security.

We take the privacy and protection of the personal data of our Customers very seriously. Customers shall visit and review our Privacy Policy to know more about how we process and protect their personal data. Do not proceed with using HodlCC if you do not agree and consent with it.

We require that Customers keep their personal data up to date. You are required to notify us without delay of any changes of your personal data. HodlCC follows industry best practices for security and availability. This includes automated vulnerability detection, high availability cloud platforms (aiming for at least 99,99%), automated alert reporting and peer review of code changes. We also run a bug bounty program. Please e-mail support@HodlCC.com should you wish to know more and/or participate.

18. Amendments to the Terms.

We reserve the right to amend these Terms from time to time, to add, amend or remove provisions. We may do so without prior and/or public notice.

The date of the last amendment will be presented prominently on the top of this page and Customers agree to refer to the present hyperlink before each navigation of HodlCC and before completing a transaction.

19. Intellectual Property.

We reserve all rights with respect to the design and content of HodlCC. In particular, Customer must not misappropriate the design or content of HodlCC and must not alter or deface such design or content in any way. Nothing on HodlCC grants any license with respect to such design or content and any use by the Customer or a third-party must be authorized in writing by us. All text, photos, graphics, logos, content and other materials on HodlCC (including, but not limited to, the words "Airfill" and "HodlCC", the "HodlCC" logo and other related and ancillary elements) are protected by copyright, trademark and other applicable laws in the several jurisdictions where we act. In particular, all trademarks, trade names and logos displayed on HodlCC are our property. HodlCC grants no license to use any such text, photos, graphics, logos, content and other materials. We and our affiliates will pursue all available legal remedies against any infringement of our intellectual property rights. Excepted from the foregoing are the logos and trademarks used to signal the third-party providers to which each Product refer to. Such logos and trademarks are used to make reference to the Product and the Issuer, and in no way are we claiming, or representing, any sort of ownership, license, authorization, partnership or agreement with the owners or holders of the rights of such logos or trademarks, the Products or the Issuers. Such logos and trademarks belong to their lawful owners and are

used in HodlCC with the sole purpose of identifying the origin or intended use of the Product on sale.

20. Customer service.

We welcome our Customer's questions and suggestions. On HodlCC, there is a chat function that allows Customers to connect with a customer service representative that will reply to any queries in the shortest time possible. We do our best to reply within the first 24 hours, but we may take longer, depending on the issue and the number of requests we are getting from

time to time. In case the Customer, for any reason, needs to get in contact with us, please use the following address – support@HodlCC.com.

23. Miscellaneous.

If it is illegal or prohibited in the Customer's country of origin to access or use HodlCC, or to buy or use any of the Products, then the Customer shall not do so and in doing so is breaching these Terms. Those who choose to access HodlCC access it on their own initiative and are responsible for compliance with all local laws and regulations. You should be at least 16 years old (or higher, if a higher age is required in your jurisdiction in order for you to be able to legally conclude a contract) to use HodlCC services, or otherwise duly authorised and supervised by your parents. Certain Products, such as the HodlCC Card, may be restricted to Customers with at least 18 years of age. These Terms, the transactions between Customers and us made through HodlCC, and any disputes relating to these Terms or the Customer's use of HodlCC, shall be governed in all respects by the laws of United Kingdom and shall be resolved exclusively in the courts of United Kingdom. These Terms, together with the Privacy Policy and Cookie Policy, set forth the entire agreement between the Customer and us with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter. They remain in force for as long as you remain a Customer. All our team members, including officers, employees and contractors, and related entities, are intended third-party beneficiaries of these Terms. Theirs and our rights under these Terms may be waived by them or by us only in writing. The English version of these Terms and any other rules available in HodlCC shall prevail over any translations available in HodlCC. In the event any provision of these Terms is determined to be invalid or unenforceable, such provision shall be deemed severed from the remainder of these Terms and replaced with a valid and enforceable provision as similar in intent as reasonably possible to the provision so severed, and shall not cause the invalidity or unenforceability of the remainder of these Terms.

25. HodlCC eSIM.

HodlCC eSIM.

HodlCC offers an eSIM product branded “HodlCC eSIM” that is powered by ESIM Go Limited, a company incorporated under the laws of England and Wales, whose company number is 12465777 and whose registered office is at Office 6, Guardian House, 7 North Bar Street, Banbury, Oxfordshire, England, OX16 0TB (henceforth known as the “Supplier” for the purposes of this section).

Supplier is the provider of the HodlCC eSIM and of the Mobile Data Services described herein. This section of the Terms governs the terms and conditions of this product. In this section of the Terms, a reference to “we”, “our” or “us” means eSIM Go Limited, and not HodlCC, and a reference to “you” or “your” means the person which purchased a HodlCC eSIM Plan from our website.

Definition.

This section “HodlCC eSIM” (and only this section) uses the following defined terms:

- Activation (and Activated) means registering your eSIM onto a mobile network for the first time for a Plan, or Plans, purchased for the country in which Activation occurs;
- Affiliate means HodlCC;
- Compatible Mobile Device means a device which can register onto a mobile data network and consuming the Supplier Mobile Data service without a physical subscriber identification module, a list of which is available at the Supplier’s [website](#) (and may be amended by Supplier without notice from time to time)
- Competent Authority means any person or entity with relevant statutory jurisdiction over you, the Supplier, or the Mobile Data service;
- Consumer means a natural person entering into this agreement and/or using the Mobile Data services outside their business, trade or profession;
- eSIM means the profile supplied by Supplier for the purposes of using Mobile Data services on a Compatible Mobile Device (including compatible tablets and laptops);
- Group Companies means any subsidiary of eSIM Go Limited, its parent(s) and any subsidiaries of those parent(s);
- Mobile Data means GPRS, 3G, HSDPA, LTE, LTE+ and 5G mobile carrier network access providing access to the internet through the receipt and transmission of electromagnetic energy over paths that are not provided by any material substance constructed or arranged for the purpose of conveying electromagnetic energy; and
- Plan means the Mobile Data package you purchased from us via our website;
- Virus means any manipulating program which modifies other programs and/or replicates itself, or any malicious code or agent introduced to a system for the purposes of spying or causing harm.

Plan.

You have the right to cancel your Plan, providing you do so within fourteen (14) days of purchase and have not Activated your Plan or Plans.

All our Plans come with a pre-loaded data allowance that lasts for the term specified when purchased, starting from Activation until the included data allowance is used or the term expires. If your Plan expires before any or all the included data allowance is used, you will lose the remaining balance of any included data allowance. Any Plans which are not Activated within twelve (12) months of purchase shall expire without any refund to you. Any eSIM which is not used within twelve (12) months of allocation may be cancelled and you may be required to load a new eSIM to your device(s) prior to Activation of a Plan or Plans. You may purchase additional inclusive allowances from our website (subject to availability) by purchasing new Plans, at the prevailing rate in force at the time. We do not warrant that any particular Plan will be available, nor guarantee any prices in the future.

We will use reasonable endeavours to let you know by e-mail and an SMS (to your eSIM) when you have used certain percentages of your Plan, and when the Plan is exhausted. Once the Plan is exhausted, you may need to use WiFi or alternative means of accessing our website to purchase an additional Plan if you need one as Mobile Data connectivity from your device shall cease to work until a new Plan is Activated. Any inclusive data allowance you have is for use when in the countries specified at the time you purchased your Plan.

Using our Mobile Data service.

You may only use our Mobile Data service for your own personal use during short-term travel away from your normal country of residence. You must only use the Mobile Data service in accordance with our Acceptable Use Policy and may not use it for more than sixty (60) consecutive days in any one country. Our Plans are a Mobile Data service only and do not support voice calling or access to the emergency services. The Mobile Data service depends on coverage from our in-country network partners which is not guaranteed nor is the Mobile Data service itself guaranteed to be fault-free or free from interruptions. Factors such as (but not limited to) atmospheric conditions, population density, usage of the network by

others, terrain, distance from the nearest cellular tower(s), position within a building all affect the quality of the Mobile Data service. All your usage of the Mobile Data service will be debited from your inclusive data allowance, regardless of how that allowance was consumed (which, for the avoidance of doubt, includes any usage caused by a Virus). You are strongly advised to keep your device secure (for example, but not limited to, preventing accidental or malicious pairing), your Breeze account credentials secure, and deactivate downloads or streaming services on devices with a Plan except for over WiFi. We, or our Affiliate, may take steps to protect the integrity of the Mobile Data service from time to time, by applying traffic management

controls the details of which shall be available on our website and amended by us (without notice) from time to time.

Our Liability to You.

We are only liable to you as set out in this section. We have no other duty or liability to you. Nothing in this Agreement removes or limits our liability for death or personal injury caused by something we have done or failed to do or for any fraudulent misrepresentation we may have made to you.

Except as set out in the preceding two paragraphs, our total liability to you for something we or anyone who works for us does or does not do will be limited to £1,000 for one incident or £3,000 for a number of incidents within any twelve (12) month period. If you are using the Mobile Data service in connection with your trade or profession, we are not liable to you in any way for any loss or damage that was not reasonably foreseeable at the time you entered this Agreement. This includes but is not limited to loss of income; business; anticipated savings (meaning costs you expected to avoid by using the Mobile Data service) or anticipated profits, loss of property or loss of use of property. If you are a Consumer, we are not liable to you in any way for any loss of income; business or profits; or for any loss or damage that was not reasonably foreseeable at the time you entered this Agreement. You must tell us about any claim as soon as reasonably possible. We will not be liable to you if we cannot carry out our duties or provide Services because of something beyond our control. We will not be responsible for any harm you suffer from a Virus which infiltrates your devices, whether it was transmitted via the Mobile Data services or otherwise. You remain responsible for all Charges applied to Your

Account(s) for the use of any Services activated by such a Virus. This liability clause will apply even after this agreement has been terminated.

Suspension of the Mobile Data service.

We may suspend the Mobile Data services or terminate this agreement and disconnect any eSIM from our network without warning if:

- Our, or our partners' network breaks down or needs maintenance. We will try to make sure this does not happen often; or
- You or anyone who uses your Plan does not keep to the conditions of this agreement, or any other agreement with us.

Any period of suspension shall count against the period of any Plan. The rights that we have under this paragraph are in addition to the other rights that we have to suspend and/or terminate the Services and/or suspend or terminate this agreement as set out in this "HodlCC eSIM" section.

Your Right to Terminate this Agreement.

You may terminate this agreement at any time, such notice of termination shall come into effect on the last day of the validity period of any Plans you have purchased. Termination does not give rise to any right for a credit for unused allowances (save where terminated in accordance with point 4 of this agreement).

Our Right to Terminate this Agreement.

We can terminate this Agreement immediately (without any refund owing to you), if any of the following happen:

- You break an important condition of this Agreement or a number of less important conditions;
 - We are required to do so by law or a decision of a Competent Authority; or
 - You break a less important condition of this Agreement and do not put it right within seven (7) days of us asking you to; or
 - We can terminate this Agreement immediately, and shall, within a reasonable timeframe, refund to you any Plan or Plans which are not Activated in full, or a reasonable pro-rata amount for any Plan or Plans which are Activated but neither expired nor fully used;
 - We are required to do so by law or a decision of a Competent Authority and that law of Competent Authority requires us to give you a refund; or
-
- We are unable to provide the Mobile Data service in the country or countries specified for a given Plan or Plans.

General.

You need to get our explicit consent before You can transfer or try to transfer any of your rights and responsibilities under this agreement. We may transfer any of ours without your permission, provided the level of service you currently experience is not materially reduced as a result.

We can record any conversations between you and our staff (including retaining any live text chats). We may send notices to either your postal address, your online account, your email address or we may also send you 'over the air' updates to devices which may make some minor adjustments to the functionality or display on those devices. You'll need to accept these changes which may include doing anything reasonable we request; a failure to do so may mean the Mobile Data service is inoperable. You must keep us informed of any changes to your postal address or email address. We are not responsible for messages or notices that don't get to you because of a change of your postal or e-mail address, a fault with your e-mail address and/or provider, or because your devices are misconfigured or turned off. Unless otherwise stated in this Agreement, any notices from you to us must be sent to: 8 North Bar Street, Banbury, Oxfordshire, United Kingdom, OX16 0TB. Any concession or extra time that we allow you only applies to the specific

circumstances in which we give it. It does not affect our rights under this agreement in any other way. This Agreement shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999. English law will apply to the Agreement between You and the Supplier under this “HodlCC eSIM” section and any related disputes will be settled in the Courts of England and Wales, Scotland or Northern Ireland (as applicable). You may be able to take Your disputes to adjudication under the Communications and Internet Services Adjudications Scheme, the details of which are set out in Our Complaints Code of Practice. We will give you a copy if you ask for it. If a point or condition of this Agreement is not legally effective, the remainder of this agreement shall be effective. We can replace any point or condition that is not legally effective with a point or condition of similar meaning that is. This agreement is the whole agreement between you and us. Any other information that you may have seen or heard before you entered into this agreement isn't included.

Your Information.

You confirm that the information that you provide to us, including your registration details, is true, accurate and complete. You agree to inform us immediately of any changes to your details by contacting our customer services as set out below. We will use your personal information in accordance with the terms of this agreement and our privacy policy which you can find on our website. Where you were referred to us by an Affiliate, we may share your e-mail address and purchase history with the Affiliate from time to time, in addition with any other information which you consented for the Affiliate to receive when entering into an agreement with the Affiliate. We and/or Our Group Companies will use your personal information for providing the Mobile Data service, administration of your Account and billing, advertising, marketing, research, analytics, credit scoring, customer services, tracking the devices you are using on our network and web use and profiling your preferences. We will disclose your information to our service providers and agents to help us with these purposes. We will keep your information for a reasonable period after your contract with us has finished in case you decide to use our services again and may contact you about your services during this time. You agree that we, our Group Companies and our carefully selected business partners can use information about you, including information about your use of our network, Mobile Data service and related products and the location of the devices you are using on our network, to tell you about products, services or promotions offered by us and third parties that may be of interest to you and for research and analytics purposes. We may contact you by post, fax, email, telephone, electronic messaging (including but not limited to SMS and MMS) or online or via any other interactive media. If you would prefer not to receive direct marketing communications from us, simply let us know by clicking the unsubscribe link in the email and we will stop sending them to you. Please see our privacy

policy on our website for further details. If you will be permitting someone else to use the Mobile Data services then you agree that you have told that person how we will use their information and obtained their consent to this. You have a right to ask for a copy of your personal information (for a small charge) and to correct any inaccuracies. Please see our privacy policy for further details.

In the event of a personal data security breach that affects you, we will notify the relevant authorities, and if appropriate, we will notify the subscriber or user of our Mobile Data service who is affected by the breach in writing. A personal data security breach that affects you (or the subscriber/user) does not give you the right to terminate this Agreement.

We may transfer your personal information to countries outside of the European Economic Area, which do not always provide the same level of data protection as the UK, for the purposes of providing you with our Services. If we do make such a transfer, we will put a contract in place with our service providers including security obligations on them to ensure your information is protected in accordance with UK standards. We will carry out any activity or disclosure of your personal information to comply with our legal and regulatory requirements, for law enforcement purposes and to detect, prevent or investigate crime, fraud and misuse of or damage to our network or Mobile Data services.