

TERMS AND CONDITIONS

SERVICES

In these Jetpac Global Terms and Conditions, Services refer to the resale of prepaid travel eSIMs by Jetpac (Circles Global) Pte. Ltd. (hereinafter referred to as “**Jetpac**”, “**we**” or “**us**”) with effect from 1 March 2024¹. All eSIMs sold to customers (“**you**”) are subject to these Jetpac Global General Terms and Conditions and our Privacy Policy. You are bound and must observe and comply with all such terms before subscribing, using and/or accessing our Services. In the event of any conflict or inconsistency between any terms of any document comprising our agreement with you and these Jetpac Global General Terms and Conditions, such conflict or inconsistency shall, in the absence of any express agreement to the contrary, be resolved in a manner most favorable to us to the extent permissible under applicable laws.

AMENDMENTS TO TERMS AND CONDITIONS

Jetpac reserves the right to amend or vary these terms and conditions at any time. Jetpac will, where it is practicable to do so, give you advance notice (which may be through written notice, email, letters, on our Jetpac website <https://www.jetpacglobal.com/us/>, through the Jetpac Global app or such other forms which Jetpac deems fit) of such changes.

JETPAC GLOBAL APP

In certain countries, you can use the Jetpac Global app on your mobile to check your account balance and data usage, retrieve your receipt, chat with our Customer Happiness team and more. Download the Jetpac Global app from [Apple App Store](#) or [Google Play Store](#).

SERVICES PROVIDED ON A PROMOTIONAL / FREE-TRIAL BASIS

All services provided on a promotional / free-trial basis, including data add-ons, will be automatically terminated at the end of the promotional / free-trial period.

CHANGES TO YOUR EXISTING PLAN

We will not make any changes that are detrimental or disadvantageous to you while you are on a plan with us. The plans for our eSIMs are offered as-is, and no further modifications or customisations can be made once purchased.

PAYMENT

Upon successful payment, your receipt will be sent to you via email within 24 hours of your purchase.

DEVICE COMPATIBILITY

It is your responsibility to ensure that your device is eSIM compatible and network-unlocked. By agreeing to our Terms and Conditions before proceeding with the purchase, you will be held responsible for this information. As device compatibility may depend on the carrier and country of origin, you may check the list of eSIM compatible devices provided [here](#). Although we endeavor to update this list periodically, please note that we do not warrant the accuracy of this list as there may be newly announced eSIM compatible devices that have not yet been added or devices that are no longer compatible.

REFUNDS AND CANCELLATION

Once you have installed the eSIM, it will be considered used and no refunds will be offered. You have the right to ask for a refund or eSIM-replacement if the eSIM cannot be installed and used due to a technical problem. If you

¹ Prior to 1 March 2024, the term “Services” would refer to the resale of prepaid travel eSIMs by Liberty Wireless Pte. Ltd., another subsidiary of our parent company, Circles Asia Pte. Ltd.. All references to “Jetpac” in these Jetpac Global Terms and Conditions shall refer to “Liberty Wireless Pte. Ltd.” for any purchases prior to 1 March 2024.

face any issues with the installation, please reach out with the Customer Happiness team and cooperate with them on the troubleshooting. The Customer Happiness team will assist with your refund request (which must be made within thirty (30) days from the date of your purchase) if the installation issues cannot be resolved even after troubleshooting.

Each data package has its own validity period. No refund or compensation of any form will be offered for the remaining data when the validity period expires.

No refund or replacement will be given if the failure to install the eSIM is due to the incompatibility of your phone.

MONEYBACK GUARANTEE

Notwithstanding anything to the contrary under this Jetpac Global Terms and Conditions, Jetpac will refund any customer who has purchased a product on our JetPac website and is facing the following issues during the product validity period:

- when a customer purchases an eSIM, but does not have an eSIM compatible device; or
- when a customer has trouble connecting to a local network.

Affected customers are eligible for up to 100% refund. Affected customers should provide the original receipt which was emailed to you at the time of purchase, details on why you need a refund and any other written documentation, screenshots or any similar form of evidence of the issue you are facing (including but not limited to error messages, no network connectivity etc.). Refunds shall only be applicable after our Customer Happiness team is unable to fix the issue you are facing.

The eligible refund period is from the date of purchase of the relevant Jetpac product until 15 days after the expiry of the relevant Jetpac product validity period. The process to initiate a refund is by reaching out to our Customer Happiness team via the Jetpac app or website. Jetpac makes no warranties and/or representations for the performance and/or quality of other mobile network operators.

COMPENSATION

No refund or remuneration of any kind will be issued due to charges from alternate phones, alternate SIM cards, alternate providers, hotel phones, or other charges that are not directly linked to your Jetpac account.

FRAUDULENT PURCHASES

Jetpac reserves the right to suspend or terminate our Services without providing any form of refund or compensation if there is any reasonable evidence of abuse or violation of our Terms and Conditions or our Privacy Policy, any abuse of our staff or any fraudulent activity connected with using our Services.

DISPUTING AN INVOICE

If you reasonably and in good faith dispute an invoice or part of it, you will need to notify Jetpac of such a dispute within twelve (12) days of receipt of the invoice, providing details of why the invoiced amount is incorrect and, if possible, how much you consider due.

If the refund request is not within the above, we will investigate the request on a case-by-case basis. If the refund is approved, a processing fee may apply. The maximum refund that you can apply for must be equal to or less than the total amount you paid.

LIABILITY AND WARRANTY

Jetpac shall not be responsible for any network outages or interruptions. Jetpac makes no guarantee or representation as to the constant availability of the network service when using the eSIM as the availability of the network service may depend on the coverage of the third party network.

CUSTOMER SERVICE

For assistance, visit our help centre or contact our Customer Happiness team [here](#).

FAIR USAGE POLICY

Your continued use of our Services, whether such use is by you personally or by any person you allow or permit to use our Services (referred to as “end user”), constitutes your acceptance of any revisions or updates to this Fair Usage Policy as we may make and publish from time to time. You will be responsible for all use of our Services subscribed by you, including use by any end user, whether or not that use is with your knowledge or consent. You agree that you and each end user will use our Services in an ethical, appropriate and responsible manner. You acknowledge that other customers have a right to expect their privacy will be respected, and that they will be able to use our Services without interference or interruption by any other customer or end user. You agree not to, and to procure that any end user using our Services subscribed by you will not, directly or indirectly:

- in using our Services, violate the rules, regulations and policies applicable to any mobile operator, service provider, content provider, network, server, computer database, web site or newsgroup accessed by you or any end user;
- use our Services to: i) send, or facilitate the sending of, unsolicited material (“**Spam**”) to any person or system in a way that could be expected to adversely impact any network or facilities ii) propagate or knowingly reply to Spam or iii) collect responses from Spam (whether or not such Spam is sent using our Services);
- use our Services to post a message or multiple messages: i) to an unreasonable number of servers, or forums on a server ii) to any server in an unreasonable number or iii) to any server after a request to cease posting is made by any administrator or moderator or such person in charge of reviewing postings;
- abuse our Services, or in your use of our Services violate any other person's rights, or interfere with another person's use of our Services, including, without limitation, by engaging in activities that result in, encourage or facilitate the distribution of viruses, worms, time bombs, Trojan horses, cancelbots, sniffer, or other code(s) that are designed to acquire information about other users or their activities without their approval, or in your use of our Services disrupt the functionality or availability of any computer program, database, our Services supplied to any other Customer, or any Internet host, or engage in any other similar activities in relation to our Services;
- use our Services to infringe the privacy of another person;
- use our Services to publish or communicate material that is obscene, pornographic, inflammatory, harassing, threatening, tortious, abusive, harmful to minors, defamatory, libelous or otherwise objectionable or offensive;
- use our Services to break, or attempt to break, into any computer hardware, software, system or procedure, or to access or attempt to access any computer hardware, software, system or procedure without authorization;
- in using our Services, forge, remove or modify identifying network header information (spoofing), or employ any other method that may mislead any person or dishonestly disguise any user name or the source or quantity of transmissions;
- use our Services to use or store any bots on any server of our third party networks;
- use our Services to relay material through any third-party systems without authorization;
- use our Services to carry out any other activities which we consider to be actually or potentially injurious to our other customers, or to the operations or reputation of Jetpac or any other entity in our group of companies; and/or
- in your use of our Services, infringe any patent, trademark or copyright or any other intellectual property right of any third party, Jetpac or any other entity in our group of companies.

To the extent permitted by applicable laws, we do not assume responsibility for any materials that you, any other customer, or any other person, publish or post using our Services, and we disclaim all responsibility for any such content, posting or activity on servers of our third party networks. We are not responsible for the content of any third party website linked to or accessed using our Services, or for the services rendered by any customer or end user using our Services, and you agree not to hold us responsible for such content. We may, in our sole discretion, determine on a case-by-case basis what action will be taken in response to any actual, suspected or alleged violation of this Fair Usage Policy. We reserve the right to:

- investigate any actual, suspected or alleged violation of this Fair Usage Policy, including by gathering information from you, any end user (and you agree to procure the assistance of any such end user) and the complaining party, and to examine any material posted on or transmitted via any servers of our third party networks;
- with or without notice, remove or refuse to post material that we consider is or may be in violation of this Fair Usage Policy; and/or

- suspend or terminate our Services.

Nothing contained in this Fair Usage Policy shall be construed to limit our actions or remedies in any manner. We may take any and all additional actions we may deem appropriate with respect to any violation of this Fair Usage Policy, which may include (without limitation) the recovery from you for all costs and expenses incurred in identifying offenders and prohibiting them from using our Services, or levying cancellation charges on you if we terminate our Services for any actual, suspected or alleged breach of this Fair Usage Policy. We reserve at all times all rights and remedies available to us under contract, at law or in equity.

These Jetpac Global Terms and Conditions are updated as of 1 March 2024.