

TERMS AND CONDITIONS FOR THE RESALE OF eSIMs

1. INTRODUCTION

Welcome to Xylen Management Ltd ("Company," "we," "us," or "our"). These Terms and Conditions ("Terms") govern your use of our website and services related to the resale of electronic SIM cards ("eSIMs"). By accessing or using our services, you agree to be bound by these Terms. If you do not agree with these Terms, please do not use our services.

2. ELIGIBILITY

By using our services, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into these Terms. If you are using our services on behalf of an entity, you represent and warrant that you have the authority to bind that entity to these Terms.

3. DEFINITIONS

- eSIM: A digital SIM card that allows users to activate a cellular plan from a carrier without the need for a physical SIM card.
- Reseller: An individual or entity authorized to resell eSIMs provided by Xylen Management Ltd.

4. ACCOUNT REGISTRATION

To become a Reseller, you must register for an account on our website. You agree to provide accurate, current, and complete information during the registration process. You are responsible for maintaining the confidentiality of your account login information and are fully responsible for all activities that occur under your account.

5. RESELLER OBLIGATIONS

As a Reseller, you agree to the following:

- a) Compliance: You will comply with all applicable laws and regulations in your jurisdiction, including those related to telecommunications and consumer protection.
- b) Marketing and Sales: You will market and sell eSIMs in a manner consistent with our branding guidelines and pricing policies.

c) Customer Support: You will provide adequate customer support to your customers, including assistance with eSIM activation, usage, and troubleshooting.

d) Reporting: You will provide regular reports to Xylen Management Ltd regarding your sales and marketing activities as requested.

6. PRICING AND PAYMENT

a) Pricing: The pricing of eSIMs for resale will be provided by Xylen Management Ltd and may be updated from time to time. Resellers must adhere to the recommended retail pricing unless otherwise agreed upon in writing.

b) Payment Terms: Payments for eSIMs purchased for resale must be made in accordance with the payment terms specified by Xylen Management Ltd. Late payments may result in the suspension or termination of your reseller account.

c) Refunds and Returns: Refunds for eSIMs will be handled in accordance with our Refund Policy, which is available on our website.

7. INTELLECTUAL PROPERTY

All intellectual property rights in the eSIMs, including trademarks, logos, and related materials, are owned by Xylen Management Ltd or its licensors. Resellers are granted a limited, non-exclusive, and non-transferable license to use these materials solely for the purpose of marketing and selling eSIMs.

8. CONFIDENTIALITY

As a Reseller, you may have access to confidential information, including pricing, customer lists, and business strategies. You agree to maintain the confidentiality of this information and not to disclose it to any third party without our prior written consent.

9. TERMINATION

a) Termination by Reseller: You may terminate your reseller account at any time by providing written notice to Xylen Management Ltd.

b) Termination by Company: We may terminate your reseller account immediately if you breach these Terms or engage in any conduct that we deem harmful to our business or reputation.

c) Effect of Termination: Upon termination, you must cease all marketing and sales of eSIMs and return any confidential information in your possession.

d) Either party may terminate this agreement for any reason by providing the other party with 30 days' written notice. During this notice period, all obligations under these Terms,

including payment obligations and confidentiality, remain in effect until the end of the 30 days.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Xylen Management Ltd shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or goodwill, arising out of or related to your use of our services or these Terms.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Xylen Management Ltd, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal fees, arising out of or related to your resale of eSIMs or any breach of these Terms.

12. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

13. AMENDMENTS

We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting on our website. Your continued use of our services following the posting of changes constitutes your acceptance of those changes.

14. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and Xylen Management Ltd regarding the resale of eSIMs and supersede all prior agreements, understandings, and representations.

15. CONTACT INFORMATION

If you have any questions or concerns about these Terms, please contact us at:

Xylen Management Ltd

Address – The Custard Factory, Zellig 206, Gibb Street, Birmingham B9 4AU, United Kingdom

Email Address – info@xylen.net

16. BONUS FOR BUSINESS MANAGERS

Self-employed business managers who are contracted to find new clients for the resale of eSIMs will be eligible for bonuses. The specifics of these bonuses will be outlined in the business manager's contract and can be tracked and managed through the online portal provided by Xylen Management Ltd. The portal will allow business managers to view their performance metrics, bonus calculations, and payment schedules.

17. BONUS PAYMENT AND PAYMENT CYCLE

Bonuses earned by self-employed business managers for successfully bringing in new clients will be paid on a weekly basis. The payment cycle will occur every Friday, covering the sales made during the previous week. However, any sales that are identified as fraudulent or that are subsequently refunded will result in the clawback of the corresponding bonus amount. The clawback will be applied to future bonus payments, or the business manager may be required to repay the amount if no further bonuses are due.

18. REFUND POLICY

Customers who purchase eSIMs and have not used them within 7 days of placing the order are eligible for a full refund. The refund request must be submitted within the 7-day period, and the eSIM must not have been activated or used in any way. Refunds will be processed according to the payment method used for the original purchase. Please note that refunds may take up to 5-7 business days to be reflected in your account.

19. COMPLAINTS POLICY

At Xylen Management Ltd, we are committed to providing a high level of service. If you are not satisfied with our services or have any complaints, we encourage you to contact us so we can address your concerns.

- a) ****How to Make a Complaint****: You can make a complaint by contacting our customer service team via email at info@xylen.net - Please provide details of your complaint, including any relevant information such as order numbers or account details.
- b) ****Complaint Handling Process****: Upon receiving your complaint, we will acknowledge receipt within 2 business days. Our team will investigate the matter and aim to provide a resolution within 10 business days. If the complaint requires more time to resolve, we will keep you informed of the progress and expected timeline.
- c) ****Escalation****: If you are not satisfied with the resolution provided by our customer service team, you may escalate the complaint to our management team. We will review the case and provide a final decision within an additional 10 business days.
- d) ****Contact Information****: For any complaints, please contact us at the following:

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