

PUBLIC OFFER

Agreement for the remote sale of eSIM

Version of 29 September 2026

This is an English translation of the Russian-language public offer, provided for convenience. If the two texts differ, the Russian text prevails.

Individual Entrepreneur Boris Samsonovich Binyaminov (taxpayer number (INN) 780111974601, primary state registration number of an individual entrepreneur (OGRNIP) 325784700187105), the “Seller”, offers any individual, the “Buyer”, to enter into an agreement for the sale of eSIM (the “Agreement”) on the terms of this public offer (the “Offer”).

This Offer is public within the meaning of Clause 2, Article 437 of the Civil Code of the Russian Federation. The Agreement is concluded by the Buyer accepting the Offer as a whole, without exceptions or reservations.

1. Definitions

1.1. **Website** — the Seller’s website at <https://esimello.com>, together with the Telegram bot [@eSIMello_bot](#) and the mini app opened from it, which provide the same catalog and ordering.

1.2. **Product, eSIM** — a digital product: an embedded SIM (eSIM) profile with a prepaid mobile internet (data) package, issued by a partner mobile operator of the Seller, together with the data needed to install it on a device (a QR code and an activation code).

1.3. **Plan** — the description of the Product published on the Website: country or region of coverage, data allowance, validity period, networks and operators, speed, when the validity period starts, the period within which the eSIM must be installed, and the price.

1.4. **Top-up** — an additional data package for a previously purchased eSIM, where the Plan allows it.

1.5. **Order** — a request placed by the Buyer on the Website to purchase a Product or a Top-up.

1.6. **Account** — the part of the Website available to the Buyer after signing in with an email address or through Telegram. The “My eSIMs” section shows the purchased eSIMs, their status and remaining data.

1.7. **Payment Service** — a money transfer operator, payment aggregator or other payment acceptance service through which the Buyer pays for an Order.

2. Subject of the Agreement

2.1. The Seller undertakes to transfer the Product to the Buyer, and the Buyer undertakes to accept and pay for the Product on the terms of the Offer.

2.2. The name, characteristics and price of the Product are stated in the Plan description in the Website catalog: <https://esimello.com/buyEsim>.

2.3. The Product provides data (mobile internet) access only. A phone number, voice calls and SMS are not provided unless the Plan description expressly says otherwise.

2.4. Mobile services in the country or region of stay are provided by the Seller’s partner operators. Speed and quality of service depend on the coverage and load of their networks.

3. Acceptance of the Offer and conclusion of the Agreement

3.1. Before paying, the Buyer confirms on the order page that they have read the Offer and accept its terms. Payment for the Order constitutes acceptance of the Offer.

3.2. The Agreement is concluded when the Payment Service confirms payment for the Order.

3.3. By placing an Order, the Buyer confirms that:

- they are at least 18 years old and have full legal capacity, or act with the consent of their legal representative;
- their device supports eSIM and is not locked to a single mobile operator (list of compatible devices: <https://esimello.com/support-device>);
- they have read the description of the selected Plan, including its country or region of coverage.

4. Price and payment

4.1. The price of the Product is stated on the Website in the Plan description: <https://esimello.com/buyEsim>. The final amount and the payment currency are shown on the order page before the Buyer proceeds to payment. That amount is final for the Order.

4.2. Payment is made cashlessly, as 100% prepayment before the Product is transferred, through the Payment Service available for the selected billing country: by bank card or another method offered on the Payment Service page.

4.3. The Buyer enters bank card details on the Payment Service page. The Seller does not receive or store them.

4.4. The Buyer's obligation to pay is fulfilled when the Payment Service confirms the payment. A document confirming payment (a fiscal receipt or a receipt from the Payment Service) is sent to the Buyer electronically.

4.5. Where the payment page uses Paddle for the billing country, the order process is conducted by our online reseller Paddle.com, which is the Merchant of Record for such Orders: Paddle accepts the payment, issues the receipt, calculates and remits applicable taxes, and handles payment and refund queries under the Paddle buyer terms (<https://www.paddle.com/legal/checkout-buyer-terms>). The Seller issues and delivers the eSIM and provides support for its installation and operation on the terms of the Offer.

4.6. The Seller may change prices on the Website. The price of a paid Order does not change.

4.7. Fees charged by the Buyer's bank, including currency conversion fees, are not included in the price of the Product and are paid by the Buyer.

5. Delivery of the Product

5.1. The Product is delivered electronically. Once payment is confirmed, the eSIM is issued automatically, and the data needed to install it (a QR code and an activation code) becomes available to the Buyer in the "My eSIMs" section of the Account. If the Order was placed through Telegram, the installation data is also sent as a message from the Telegram bot.

5.2. The eSIM is normally issued within a few minutes of payment confirmation, and in any case within 24 hours. If the eSIM cannot be issued within that time, the Seller refunds the full price of the Order under Section 7.

5.3. The Product is deemed delivered when the eSIM installation data becomes available to the Buyer in the manner described in Clause 5.1.

5.4. The Buyer installs the eSIM themselves, following the instructions on the Website (<https://esimello.com/guides>). The eSIM must be installed within the period stated in the Plan. The validity period of the package starts as stated in the Plan, normally on first connection to a network in the country or region of coverage.

5.5. An eSIM is installed on one device. Once an activated eSIM is removed from a device, it normally cannot be installed again.

5.6. Anyone who has the QR code or activation code can install the eSIM. The Buyer must not share them with third parties.

5.7. A Top-up is ordered in the “My eSIMs” section as a separate Order on the terms of the Offer and is added to the previously purchased eSIM.

6. Rights and obligations of the parties

6.1. The Seller undertakes to:

- deliver a Product that matches the Plan description;
- advise the Buyer on installing and using the eSIM through the support service;
- provide the Buyer with information about the Product and the Seller as required by the laws of the Russian Federation;
- consider the Buyer’s requests and claims within the time limits set out in Section 9.

6.2. The Seller may refuse an Order, suspend an eSIM or restrict access to the Account if the Buyer:

- materially breaches the Offer;
- commits fraud, including paying with someone else’s bank card without the cardholder’s consent;
- uses the Product or the Website for unlawful purposes;
- endangers the security of the Website or its other users.

6.3. The Buyer undertakes to:

- provide accurate information, including a working email address;
- check that their device is compatible with eSIM before placing an Order;
- follow the eSIM installation and setup instructions;
- not give third parties access to the Account. Actions taken in the Buyer’s Account are deemed to be taken by the Buyer;
- not use the Product or the Website for unlawful activity, fraud or spam, and not infringe the rights of third parties, including intellectual property rights;
- not interfere with the Website: no malware, no vulnerability probing, no automated collection of Website data;
- comply with the laws of the country of stay and the rules of the mobile operators.

6.4. The Buyer is entitled to receive the Product as described in the Plan, to receive advice from the support service, and to cancel an Order and claim a refund in the cases set out in Section 7 and in the laws of the Russian Federation.

7. Cancellation and refunds

7.1. An eSIM is a digital product. Once installed, the eSIM profile is bound to that device and cannot be returned to the Seller or passed to another buyer.

7.2. The Buyer is entitled to a refund of the full price of the Order if:

- the eSIM was not issued within the time stated in Clause 5.2;
- the eSIM was issued but has not yet been installed on a device, and the Buyer cancelled it in the “My eSIMs” section (the “Cancel” function) or through the support service;
- the eSIM has a defect that could not be fixed under Clause 7.4.

7.3. The price of an eSIM of proper quality that has been installed on a device or has started to be used, and the cost of data consumed, are not refunded, except where the laws of the Russian Federation provide otherwise. The following are not defects of the Product:

- the device not supporting eSIM or being locked to a single mobile operator;
- no service outside the country or region covered by the Plan;
- data roaming switched off, or other device settings not made according to the instructions;
- the Buyer removing the eSIM from the device;
- expiry of the package validity period or of the installation period, or the data allowance being used up;
- restrictions on communications imposed by the authorities of the country of stay.

7.4. If the eSIM does not work for reasons attributable to the Seller or the mobile operator, while the device is compatible and the instructions have been followed, the Buyer contacts the support service within the validity period of the package. The Seller investigates and, if the defect cannot be fixed, at the Buyer's choice replaces the eSIM with an equivalent one or refunds the amount paid for the Order.

7.5. Refunds are made by the same method used to pay for the Order, within 10 calendar days of the Buyer's request. When the funds reach the Buyer's account depends on the Buyer's bank.

7.6. For Orders paid through Paddle, the refund is made by Paddle. The grounds for a refund are set by this Section and by the Paddle buyer terms.

8. Liability

8.1. The parties are liable for failure to perform, or improper performance of, the Agreement in accordance with the laws of the Russian Federation.

8.2. The Seller does not guarantee that the Website will operate without interruption or errors. Speed and quality of service are determined by the mobile operators' networks in the country of stay.

8.3. The Seller is not liable for the Product being unusable for the reasons listed in Clause 7.3, or for the actions of third parties who obtained the QR code, activation code or access to the Account through the Buyer's fault.

8.4. Unless the laws of the Russian Federation, including consumer protection laws, provide otherwise, the Seller's liability for an Order is limited to the amount paid for that Order.

8.5. The parties are released from liability where performance becomes impossible due to force majeure: natural disasters, military action, epidemics, acts of public authorities, and failures of communication networks and payment systems beyond the parties' control. The party affected notifies the other party within a reasonable time.

9. Requests, claims and disputes

9.1. Requests and claims are sent to the Seller by email at boris.binyaminov@gmail.com or to the support service in Telegram (https://t.me/eSIMello_support_bot). A request states the Order number or the eSIM ICCID and describes the problem.

9.2. The Seller responds to a claim within 10 calendar days of receiving it.

9.3. The parties seek to settle disputes by negotiation. A dispute not settled by negotiation is heard by a court in accordance with the laws of the Russian Federation, subject to the jurisdiction rules for consumer protection disputes.

10. Intellectual property

10.1. The Website, its software, design, texts, and the eSIMello name and logo belong to the Seller or are used by the Seller lawfully. The Buyer may use the Website only to place Orders and manage purchased eSIMs. No other rights are granted to the Buyer.

11. Personal data

11.1. The Seller is the operator (controller) of the Buyer's personal data and processes it in accordance with Federal Law No. 152-FZ of 27.07.2006 "On Personal Data" in order to conclude and perform the Agreement to which the Buyer is a party (Item 5, Part 1, Article 6 of that law).

11.2. The Seller processes:

- email address;
- Telegram ID, username and name — when signing in through Telegram;
- information about Orders and eSIMs: plan, ICCID, status, data usage, billing country;
- correspondence with the support service;
- technical data needed for sign-in and security: IP address and session cookies.

11.3. Purposes of processing: account registration and sign-in; placing, paying for and delivering the Product; customer support; fraud prevention; compliance with legal obligations.

11.4. To perform the Agreement, data is shared to the extent necessary with: Payment Services, to accept payment; the Seller's partner mobile operator, which receives Order details to issue the eSIM; hosting and email delivery providers. Some of these recipients are located outside the Russian Federation. Bank card details are processed by the Payment Services; the Seller does not receive them.

11.5. Personal data is kept while the Buyer's account exists, and no longer than the purposes of processing and the laws of the Russian Federation require. It is then deleted or anonymised.

11.6. The Buyer may request information about the processing of their personal data, and its correction, blocking or deletion, by writing to boris.binyaminov@gmail.com. The Seller responds within 10 business days.

11.7. The Seller protects personal data: connections to the Website are encrypted, access to data is restricted, and passwords are stored only as hashes.

11.8. The data processed, its recipients, retention periods and the Buyer's rights are described in detail in the Privacy Policy: <https://esimello.com/privacy>.

12. Term and changes to the Offer

12.1. The Offer takes effect when published on the Website and remains in effect until withdrawn by the Seller.

12.2. The Seller may change the Offer by publishing a new version on the Website. The new version applies to Orders paid after its publication.

12.3. The Agreement remains in effect until the parties have fully performed their obligations.

13. Miscellaneous

13.1. The Agreement is governed by the laws of the Russian Federation.

13.2. The Offer is drawn up in Russian. This English translation is published on the Website for convenience. If the texts differ, the Russian text prevails.

13.3. If any provision of the Offer is invalid, the remaining provisions stay in effect.

13.4. Links to third-party websites are provided for information only. The Seller is not responsible for their content.

14. Seller details and contacts

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