

USER (CLIENT) AGREEMENT

for the provision of virtual mobile operator services by Veritas Mobile Limited (eSIM)

Section 1. General Provisions

1.1. This User (Client) Agreement (hereinafter referred to as the “Agreement”) governs the relationship between Veritas Mobile Limited, a legal entity registered under the jurisdiction of the Astana International Financial Centre (AIFC), Republic of Kazakhstan, and the User in relation to the provision of telecommunications services based on eSIM technology.

1.2. The Operator conducts its activities in the territory of the Republic of Kazakhstan in accordance with applicable legislation, including but not limited to the Laws of the Republic of Kazakhstan “On Communications,” “On Personal Data and Their Protection,” and adheres to the regulations of the Astana International Financial Centre (AIFC), as well as international standards in consumer protection, personal data processing, and anti-money laundering.

1.3. Acceptance of this Agreement is effected by joining it via registration in the Veritas Mobile Limited mobile application and/or by starting to use the services. By joining the Agreement, the User provides full and unconditional consent to all of its provisions.

1.4. The Operator reserves the right to unilaterally amend this Agreement. The updated version of the Agreement will be published in the Application and on the Operator’s official website. Continued use of the services following the publication of the updated version constitutes acceptance of the new terms.

Section 2. Terms and Definitions

2.1. The following terms are used in this Agreement:

- **Operator** — Veritas Mobile Limited, providing mobile communication services using eSIM technology based on the infrastructure of a partner operator.
- **Finch and Veritas Mobile** — trademarks of Veritas Mobile Limited under which communication services and software products (mobile application, website, Telegram mini-app) are provided.
- **User** — a natural person aged 18 or older who has completed the registration and identification process in the Application and uses the Operator’s services.
- **Application** — the Veritas Mobile Limited mobile application, including its web-based version, Android and iOS applications, and Telegram mini-app, providing an interface for service management.
- **eSIM** — a software-based SIM profile enabling subscriber identification in the network and allowing communication services without a physical SIM card.
- **KYC/AML Check** — a mandatory customer identification and verification procedure (Know

Your Customer / Anti-Money Laundering) carried out using certified provider solutions, including those of SumSub.

Section 3. User Registration and Identification

3.1. To access communication services, the User must complete registration in the Application by providing accurate information: surname, name, date of birth, country of residence, phone number, email address, and uploading a valid identity document (passport).

3.2. As part of the identification process, identity verification is conducted using document recognition technology, biometric data (selfie), sanctions and PEP list screening, and other actions prescribed by the KYC provider.

3.3. Upon successful verification, the User's information is transmitted to the base network operator for eSIM profile activation and service provisioning.

3.4. The Operator reserves the right to deny services if the User fails the identification process or provides false information.

Section 4. Description of Services

4.1. The Operator provides the User with access to the following services:

- Provision of a digital eSIM profile;
- Phone number activation;
- Subscription, modification, and management of tariff plans;
- Connection to service packages (OTP – codes, SMS);
- Inability to link the phone number to various messaging applications;
- Service and balance management via the Application;
- Account top-up using various payment methods (bank cards, digital assets, Apple Pay, Google Pay, etc.);
- Support through the Application interface and via email.

4.2. Services are provided on a prepaid basis. All settlements with Users are made in USD or an equivalent value in digital assets or another convertible currency pegged to the USD. Licensed payment gateways compliant with AML/CTF regulations are used for cryptocurrency payments.

4.3. Services are delivered under a partnership agreement with a base mobile operator. The Operator is not liable for technical failures caused by the actions or inactions of the base operator.

Section 5. Rights and Obligations of the Parties User Rights:

- Access information about available services, tariffs, and account balance;
- Independently manage tariffs and services via the Application;
- Disable eSIM and stop using the services at any time;
- Submit complaints and suggestions to the support service.

User Obligations:

- Provide accurate and up-to-date information during registration and verification;
- Not use the services for unlawful purposes, including spamming, fraud, or distributing illegal content;
- Safeguard the eSIM, passwords, and other confidential information;
- Comply with the laws of the Republic of Kazakhstan and international legal norms.

Operator Rights:

- Restrict or suspend services upon detecting violations of the Agreement, suspicious activity, or non-compliance with AML/KYC requirements;
- Modify tariff terms and structure with prior User notification;
- Process Users' personal data for the purposes of this Agreement.

Section 6. Processing and Protection of Personal Data

6.1. The User consents to the processing of their personal data, including transmission to third parties such as SumSub, solely for the purpose of providing communication services.

6.2. Data processing is carried out in accordance with the Law of the Republic of Kazakhstan "On Personal Data and Their Protection" and the GDPR, subject to cross-border data transfer.

6.3. The Operator ensures technical and organizational measures for data protection, including encryption, access restrictions, activity logs, and regular security audits.

6.4. The User may withdraw consent for data processing, which may result in the inability to provide services.

Section 7. Liability of the Parties

7.1. The Operator is not liable for:

- Interruptions caused by third parties (payment gateways, internet providers, base operator);
- Consequences of unauthorized access to the User's eSIM or mobile device;
- Losses arising from the User's breach of the Agreement.

7.2. The User is liable for:

- Accuracy of data provided during registration;
- Breach of laws in using the services;
- Security of account credentials and eSIM profile.

Section 8. Privacy Policy

8.1. The Privacy Policy (hereinafter — “Policy”) defines the terms for collecting, storing, processing, protecting, and disclosing the personal data of individuals (“Users”) in the course of providing telecommunications services by Veritas Mobile Limited (“Operator”) using eSIM technology, mobile application, websites, and digital channels under the Finch trademark.

8.2. The Policy is developed in accordance with the laws of the Republic of Kazakhstan, including the Law “On Personal Data and Their Protection,” the Law “On Communications,” and the GDPR of the European Union, applicable to cross-border data transfer.

8.3. The Policy applies to all Operator activities involving personal data collection, processing, storage, use, and transmission, including during registration, identification, payment processing, support handling, and digital platform operations.

8.4. The Operator may process the following categories of personal data:

- Identification data (full name, date of birth, nationality);
- Identity documents (passport, ID card, driver's license, copies);
- Contact details (phone number, email);
- Biometric data (photo taken during verification);
- Payment and transaction information (including crypto transactions);
- Technical and analytical data (IP address, device type, geolocation, interface language, error/activity logs);
- Service usage data (connection history, tariff changes, support requests).

8.5. Data processing is performed for:

- Providing telecom services and ensuring Application functionality;
- Identity verification and KYC/AML procedures;
- Fulfilling contractual obligations;
- Accessing eSIM and managing services;
- Notifying Users of important updates and service changes;
- Legal compliance;
- Ensuring security;
- Improving service quality and resolving technical issues.

8.6. Data is processed on the following legal grounds:

- Execution of the User Agreement;
- Compliance with Kazakhstani legislation;
- User consent;
- Legitimate interests of the Operator, including fraud prevention.

8.7. Data is stored on secure servers of the Operator or its contractors located in jurisdictions ensuring adequate data protection.

8.8. Only authorized employees and partners (including SumSub) have access to the data under confidentiality agreements. Data may be disclosed to third parties only:

- Pursuant to legal or court requirements;
- To fulfill service obligations;
- With prior User consent.

8.9. Users have the right to:

- Request information about data processing;
- Request correction, blocking, or deletion of inaccurate or unlawful data;

- Withdraw previously granted consent;
- Object to certain types of processing;
- File a complaint with the data protection authority.

8.10. Security measures implemented by the Operator include:

- Technical: encryption, secure connections (TLS), two-factor authentication;
- Organizational: access limitation, role-based access, audit logs;
- Legal: NDAs and data protection agreements with partners.

8.11. Personal data is retained for 6 years following the end of the relationship between the Operator and the User. After this period, the data is deleted or anonymized unless otherwise required by law.

8.12. The Operator may amend this Policy unilaterally. The current version is published on the Operator's website (<https://my.finch.app> and <https://v-mobile.com>) and in the Application. Continued use of services after publication signifies acceptance.

Section 9. Dispute Resolution

9.1. All disputes and disagreements between the Parties shall be resolved through negotiations and pre-trial procedures.

9.2. If no agreement is reached, the dispute shall be settled in court under the jurisdiction of the Astana International Financial Centre (Kazakhstan).

Section 10. Final Provisions

10.1. This Agreement enters into force upon User acceptance and remains effective until the services are terminated.

10.2. All notifications are sent via the Application interface and/or to the User's email address and are deemed delivered upon sending.

10.4. Operator's details:

Veritas Mobile Limited

Legal address: 55/23 Mangilik El Avenue, Office 133, Astana, Republic of Kazakhstan

Email: info@v-mobile.com