

Terms and Conditions of the Mobile Application

MIA eSIM application · Last updated: 27 July 2026

This document sets out the terms and conditions of using the MIA eSIM mobile application (hereinafter referred to as the „Application“), as well as the terms and conditions of providing services by electronic means as part of the Application by:

SIM Market Limited, International House, 61 Mosley Street, Manchester, England, M2 3HZ, e-mail: office@esimmarket.uk (hereinafter referred to as the „Service Provider“).

I. Definitions

1. The terms used in the Terms and Conditions shall mean, respectively:

Terms and Conditions – these Terms and Conditions for the provision of services by electronic means;

Service Provider – SIM Market Limited, International House, 61 Mosley Street, Manchester, England, M2 3HZ, e-mail: office@esimmarket.uk;

User – a natural person using the Application, who is a Consumer and possesses full legal capacity;

Consumer – a natural person using the Application for a purpose not directly related to their business or professional activity;

Application – software under the name MIA eSIM, made available to the User via Google Play or the App Store, intended for installation in the memory of the Mobile Device;

Electronic services – services provided by the Service Provider to Users by electronic means within the meaning of the provisions of the Act of 18 July 2002 on the provision of services by electronic means;

Mobile device – a device that allows you to use the Application, in particular a mobile phone (smartphone) or tablet, operating on the basis of the Android or iOS operating system;

Agreement for the provision of electronic services – an agreement for the provision of services by electronic means within the meaning of the provisions of the Act of 18 July 2002 on the provision of services by electronic means, concluded between the Service Provider and the User on the basis of the Terms and Conditions, by means of their acceptance by the User.

II. General provisions

1. These Terms and Conditions specify, in particular, the types and scope of Electronic Services provided by the Service Provider as part of the Application, the terms and conditions for the provision of Electronic Services, the conditions for concluding and terminating the Agreement for the Provision of Electronic Services, as well as the complaint procedure.
2. By starting to use the Application, the User confirms that they have read and accepted these Terms and Conditions. Confirmation of reading and accepting the Terms and Conditions is voluntary, however, it is a condition for further use of the Application.
3. The Application is intended for Consumers who have full legal capacity.
4. Communication with the Service Provider made by the User results in the User incurring costs resulting from agreements concluded by the User with third parties for the possibility of using certain forms of distance communication. The Service Provider does not charge any additional fees or benefits for the ability to communicate with it.
5. The User shall cover the costs of data transmission necessary to download and install the Application, in accordance with the agreements concluded by the User with the telecommunications operator or other Internet provider.

III. Technical requirements and functionalities of the Application

1. The Application allows the User to use the Services provided electronically as part of the Application, allowing the User in particular to manage the eSIM service.
2. Technical requirements necessary to use the Application:
 - a) a Mobile Device enabling the download and use of the Application, running on the Android operating system in a version not lower than 7.0 (API level 24) or the iOS operating system in a version not lower than 15.5;
 - b) access to the Internet.
3. In order to install the Application on a Mobile Device, the User downloads the Application via Google Play for Android or the App Store for iOS. Downloading the Application may require the use of a web browser or the Google Play / App Store application on the Mobile Device.
4. You may install the Application on your Mobile Device by following the instructions displayed on the Mobile Device screen during installation.
5. It is prohibited to provide Users with content of an illegal nature, violating the law or good morals, as well as constituting malware that interferes with the functioning of the Application (in particular, viruses, Trojan horses, scripts and software that change or destroy the code of the Application) or intercept data available in the Application to which they do not have rights.

6. It is prohibited for the User to use the Application in a manner contrary to the law, hereby Terms and Conditions, good manners applicable in the information society, as well as in a manner that violates the legitimate interests of the Service Provider.
 7. All graphic elements of the Application, the technical solutions used in them, the elements of content, as well as the manner in which the graphic elements and content are presented (layout), as well as the software, databases and other materials placed within the Application, are subject to intellectual property, including in particular copyright and industrial property rights of the Service Provider and are subject to protection in accordance with generally applicable provisions of law.
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IV. Using the App

1. At the time of installing the Application and accepting the Terms and Conditions, the Agreement for the Provision of Electronic Services is concluded for an indefinite period of time.
2. The User may terminate the Agreement for the Provision of Electronic Services at any time and cease using the Application by removing it from the Mobile Device in the standard manner for a given version of the operating system installed on the Mobile Device.
3. The User who is a Consumer may also withdraw from the Agreement for the Provision of Electronic Services, without giving a reason, within 14 days from the date of conclusion of the agreement, on the terms set out in the Act of 30 May 2014 on Consumer Rights, by informing the Service Provider of their decision to withdraw from the contract by means of an unambiguous statement. The User may use the Declaration of Withdrawal Form constituting Appendix No. 1 to these Terms and Conditions, however, it is not mandatory. In this case, the User should remove the Application from the Mobile Device in the standard manner for the given version of the operating system installed on the Mobile Device.
4. Due to the constant development of technology, changing legal regulations, to the extent affecting the operation of the Application, as well as the intention to constantly develop and improve the Application, the Service Provider may change (including expanding, adding new or withdrawing existing functionalities) the Application. Such changes will be available to the User only after installing an update to the Application, indicating the scope of the changes made, available to the User on Google Play or the App Store.
5. Installing periodic updates to the Application, provided by the Service Provider, may also be necessary for the proper and secure operation of the Application. The Service Provider informs Users about such updates via the update description available on Google Play or the App Store.

6. The Service Provider may terminate the Agreement for the Provision of Electronic Services through the Application and withdraw the Application, after prior notification to the Users via the website miaesim.app, for important reasons, which are in particular:
- a change in generally applicable provisions of law or their interpretation applied by courts or public authorities, having a direct, significant impact on the Application and justifying its withdrawal,
 - issuance of a ruling, decision, recommendation or other similar act by a court or an authorized public authority, which has a direct impact on the content of the Application and results in the necessity of its withdrawal,
 - economic unprofitability of providing the Application.
7. The Service Provider is obliged to ensure the correct and safe operation of the Application. Without prejudice to these obligations of the Service Provider, the User is obliged to:
- install updates to the Application, in accordance with paragraph 5 above,
 - protection of the Mobile Device against unauthorized access by third parties to the Application,
 - ensure the secure operation of the Mobile Device, in particular by: (i) using anti-virus software; (ii) exercising caution when using the Internet; (iii) keeping the operating system up to date, in accordance with the recommendations of the manufacturer of the Mobile Device.
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V. License

1. Upon installation of the Application, the Service Provider grants the User a license to use the Application. The license is free, non-exclusive, non-transferable and not territorially limited.
2. The license is granted for the duration of the Agreement for the provision of Electronic Services.
3. The License authorizes you to use the Application on the User's Mobile Device, in accordance with its purpose, and this includes the right to reproduce it only to the extent that the reproduction is necessary to run, operate and store the Application in the memory of the Mobile Device.
4. Any actions of the User related to:
 - independent programming modification of the Application,
 - separation of the component parts of the Application, as well as any modification, decompilation and disassembly of them, as well as their use separately from the Application,
 - obtaining information, in a manner other than from the Service Provider, about the internal structure or principles of operation of the Application,
 - publishing the Application or making it available to third parties, including renting, leasing, lending or transferring, in particular for the purpose of copying the Application,are prohibited.

VI. Personal data

Detailed information on the collection and processing of personal data in connection with the use of the Application is governed by the Privacy Policy.

VII. Complaints

1. The User is entitled to file a complaint for the incorrect operation of the Application. A complaint may be submitted by e-mail or in writing to the Service Provider's address.
2. In order to enable the Service Provider to reliably consider the complaint, it is recommended that it contains the data of the person submitting the complaint (name and surname, correspondence address or e-mail), a description and reason for the complaint and the content of the request. In a situation where the data or information provided in the complaint needs to be supplemented, the Service Provider asks the person who filed the complaint to supplement them before considering the complaint.
3. The Service Provider shall consider the complaint within 14 days from the date of its receipt, immediately informing the User of its results by e-mail or in writing (depending on the method of communication chosen by the User).

VIII. Final provisions

1. Users may access these Terms and Conditions at any time via the link provided in the Application. The Terms and Conditions may be recorded, obtained and reproduced by printing them out or saving them on an appropriate data carrier. The Terms and Conditions are also available for download in PDF format at: miasim.app/regulation.pdf.
2. The provisions of these Terms and Conditions are not intended to exclude or limit any rights of Consumers granted to them under mandatory provisions of law, including in particular the Act of 30 May 2014 on Consumer Rights. In the event of a possible, unintentional non-compliance of the Terms and Conditions with the above provisions, these provisions shall prevail and shall be applied by the Service Provider.
3. If any provision of these Terms and Conditions is found to be unlawful, void or otherwise unenforceable to the extent permitted by law, it shall be excluded in such circumstances. In other respects, the Terms and Conditions remain in force.

4. The Service Provider is entitled to amend the Terms and Conditions for the following reasons:
- the need to adapt the content of the Terms and Conditions to new or amended legal regulations or their interpretation applied by courts or public authorities affecting the content of the Terms and Conditions,
 - the issuance of a ruling, decision, recommendation or other similar act by a court or an authorized public authority, which has a direct impact on the content of the Terms and Conditions and results in the need to amend them in order to adapt them to such ruling, decision, recommendation or other similar act,
 - removal of any errors, ambiguities or interpretative doubts regarding the content of the Terms and Conditions,
 - the need to update the technical requirements or safety standards indicated in the Terms and Conditions,
 - changes in the names, addresses, company details or links indicated in the content of the Terms and Conditions,
 - the need to improve the operation of the Application, while these changes will not violate or limit the rights acquired by the Users so far,
 - introducing, removing or changing the terms and conditions of provision of individual Electronic Services within the Application, provided that these changes will not violate or limit the rights acquired by the Users so far.
5. The Service Provider will inform about the change to the Terms and Conditions by posting the current version of the Terms and Conditions in the Application, 14 days before its entry into force. If the User does not agree with the changes introduced, they may stop using the Application at any time and uninstall it from the Mobile Device, thereby terminating the Agreement for the Provision of Electronic Services. Further use of the Application means acceptance of changes to the Terms and Conditions.
6. These Terms and Conditions shall be governed by Polish law and shall be subject to the jurisdiction of the Polish courts. The choice of Polish law does not deprive the Consumer of the protection granted to him on the basis of provisions that cannot be excluded by contract, under the law that would be appropriate in the absence of a choice of law.
7. A User who is a Consumer has the option of using an out-of-court method of resolving a dispute by: (i) applying to a permanent consumer arbitration court; (ii) mediation; (iii) applying to the Provincial Trade Inspection Inspector; (iv) turning to the Consumer Federation.

Appendix No. 1 – Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

Addressee:

SIM Market Limited, International House, 61 Mosley Street, Manchester, England, M2 3HZ

E-mail: office@esimmarket.uk

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service (*):

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Date of conclusion of the contract (*) / date of receipt (*):

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Name of consumer(s):

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Address of consumer(s):

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Signature of consumer(s) (only if this form is notified on paper):

.....

Date:

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(*) Delete as appropriate.