

# Half mobile – Terms and Conditions

Business Travel eSIM Service  
Effective Date: 01 September 2025

## 1. Introduction

1.1. These Terms and Conditions (the “Agreement”) govern the provision of international data services (the “Service”) by Half mobile SAS, a company incorporated in France under RCS number 990 447 864, with registered office at 80 Avenue Charles de Gaulle, 92200 Neuilly-sur-Seine (“Half Mobile”, “we”, “our”), to the contracting business entity (the “Client”).

1.2. The Service consists of eSIM-based data bundles (“Data Bundles”) provided to the Client’s employees, contractors, or other authorized individuals (“Employees”) for business travel, managed through Half mobile’s web portal and mobile application (together, the “Half Platform”).

1.3. The Client shall appoint an authorized representative (the “Administrator”) to manage the Client account, assign Employees, and oversee use and billing.

## 2. Account and Employee Access

2.1. The Administrator shall create and manage the Client account on the Half Platform.

2.2. The Administrator may authorize Employees to use the Service.

2.3. Authorized Employees will receive an invitation email with instructions to install the Half App.

2.4. Employees must use an unlocked, eSIM-compatible device to access the Service.

## 3. Purchase and Activation

3.1. Employees may purchase Data Bundles offered within the Half App (including, without limitation, 3-day, 7-day, or 15-day unlimited bundles).

3.2. All purchases made by Employees are deemed authorized by the Client, and all charges shall be billed to the Client account.

3.3. The Client remains responsible for all charges incurred by its Employees, whether authorized or not, except in the case of error by Half Mobile.

3.4. The Service is deemed delivered once the eSIM or Data Bundle is successfully provisioned, regardless of activation or use.

## **4. Term and Termination**

4.1. This Agreement commences upon account creation and continues until terminated.

4.2. Each Data Bundle remains valid until consumed or expired in accordance with its terms.

4.3. Half Mobile may suspend or terminate the Service immediately if:

- the Client fails to pay undisputed amounts;
- the Client, Administrator, or Employees breach this Agreement or applicable law; or
- required by regulators or network providers.

4.4. Either party may terminate this Agreement for convenience with immediate effect. No refunds shall be given for unused or unactivated Data Bundles.

## **5. Service Availability**

5.1. Half Mobile shall use commercially reasonable efforts to provide the Service. Availability depends on network partners and may vary by location.

5.2. “Unlimited” Data Bundles are subject to a fair use policy, which may include speed restrictions after a usage threshold. Thresholds may be adjusted periodically.

5.3. Half Mobile does not guarantee uninterrupted service, coverage, or capacity, particularly where impacted by device incompatibility, lack of coverage, maintenance, regulation, or events outside Half Mobile’s reasonable control.

## **6. Client Responsibilities**

6.1. The Client shall:

- ensure the Administrator manages account settings and Employee access;
- ensure Employees install the Half App and comply with these Terms;
- not resell or distribute the Service outside its organization without Half Mobile's prior written consent;
- comply with all applicable laws and regulations; and
- remain responsible for all usage and charges incurred by Employees.

6.2. The Client is liable for any misuse or unauthorized use of the Service by Employees.

## 7. Personal Use and Misuse

7.1. The Service is provided primarily for business travel. Employees may also use it for personal purposes while abroad.

7.2. The Client remains fully responsible for all usage and charges, whether business or personal.

7.3. The Client is solely responsible for any reimbursement or restrictions regarding personal use. Half Mobile accepts no liability for distinguishing professional from personal use.

7.4. Half Mobile may suspend an Employee's Service in case of excessive or abusive use and shall notify the Administrator.

## 8. Payment and Billing

8.1. Unless otherwise agreed, charges for Data Bundles are billed at the time of Employee purchase.

8.2. Half Mobile may issue monthly consolidated invoices for all Employee purchases.

8.3. All fees are exclusive of VAT or other applicable taxes, which shall be added as required.

## 9. Refunds

9.1. As this Agreement applies to business Clients, consumer withdrawal rights do not apply.

9.2. Refunds may be granted at Half Mobile’s sole discretion in the event of a verified technical failure attributable to Half Mobile or its network partners.

9.3. No refunds will be issued for unused, expired, incorrectly installed eSIMs, or unauthorized Employee purchases.

## 10. Intellectual Property

10.1. All rights in the Service, eSIM technology, software, and related content remain with Half Mobile or its licensors.

10.2. The Client receives only a limited, non-exclusive, non-transferable license to use the Service for internal business purposes.

## 11. Data Protection

11.1. Half Mobile processes Employee personal data solely to provide and manage the Service, in compliance with applicable laws.

11.2. The Client warrants that it has informed Employees and obtained necessary consent before sharing data with Half Mobile.

11.3. Both parties shall comply with applicable data protection laws, including GDPR where relevant.

## 12. Indemnity

The Client shall indemnify and hold harmless Half Mobile against any claim, loss, liability, or cost arising from:

- any breach of this Agreement by the Client, Administrator, or Employees;
- any unauthorized, unlawful, or fraudulent use of the Service; or
- any claim by Employees or third parties relating to use of the Service.

## 13. Limitation of Liability

13.1. Half Mobile's total liability under this Agreement shall not exceed the fees paid by the Client in the twelve (12) months preceding the event giving rise to liability.

13.2. Half Mobile shall not be liable for indirect or consequential damages, including lost profits or business interruption.

13.3. Nothing excludes liability for fraud, gross negligence, or liability that cannot be excluded under law.

## 14. Governing Law

This Agreement is governed by the laws of France. The courts of France shall have exclusive jurisdiction over any dispute.

## 15. Changes

Half Mobile may amend these Terms by providing prior notice to the Client. Continued use of the Service constitutes acceptance of the updated Terms.

## 16. General

16.1. Half Mobile may assign this Agreement to an affiliate.

16.2. If any provision is held invalid, the remainder remains enforceable.

16.3. No delay or failure to exercise a right constitutes a waiver of that right.

16.4. The English version of this Agreement prevails in case of conflict with any translation.

## 17. Contact

- Customer Support: [help@half-mobile.com](mailto:help@half-mobile.com)