

TERMS OF SERVICE

Remote Physical Phones and Customer-Owned SIM Cards

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1. PROVIDER AND CONTACT

- 1.1 Provider.** HiveReach is operated by Yevgeniy Kovalev, a sole trader registered in Poland in the Central Register and Information on Economic Activity, trading as HiveReach. NIP: 5272991183. REGON: 521331015. Correspondence address: ul. Okólnik 11A, lok. 77, 00-368 Warszawa, Poland. Contact for service, contractual, privacy and complaint matters: support@hivereach.app. Customer-service telephone: +48 507 275 570.
- 1.2 Scope and contracting party.** These Terms of Service govern your use of the HiveReach website at <https://hivereach.app>, your HiveReach account and purchases, remote access to physical phones, and our organisation of catalogue SIM purchases, delivery, installation and storage. HiveReach, we and us mean the proprietor identified above. A Host Manager is the person or business engaged by HiveReach to manage a physical Device location and carry out local purchasing, handling and authorised maintenance. Host Managers perform those tasks for HiveReach and are not your separate HiveReach service provider. Your mobile-service contract is with your selected carrier.

2. AGREEMENT AND DEFINITIONS

- 2.1 Contract documents.** The agreement consists of these Terms, the Acceptable Use Policy (AUP) available at <https://hivereach.app/legal/acceptable-use.pdf>, and the plan and order information provided before purchase. Where applicable, the Data Processing Agreement (DPA) expressly incorporated into the accepted order or concluded separately also forms part of the agreement. The DPA prevails for its subject matter, subject to mandatory law and any binding transfer clauses. A specifically negotiated agreement prevails only where it expressly states a different arrangement. The Privacy Policy at <https://hivereach.app/legal/privacy.pdf> explains personal-data processing; it does not replace a required DPA.
- 2.2 Defined terms.** Account Holder means the person or organisation purchasing or holding the account. Authorised User means an individual invited through HiveReach sharing controls. Device means the assigned physical Android handset. SIM Order means your mandate for HiveReach to acquire a catalogue SIM on your behalf and arrange its delivery to the host and installation. Subscription means the recurring paid rental and remote-access service, separate from your carrier plan. Business Customer means a customer acting for business or professional purposes. Consumer means a person entitled to consumer protection under applicable law. On Hold means that remote control is blocked. Grace Period means the seven-calendar-day period for preserving the Device assignment and data under section 16. Premium Day means a free 24-hour extension of the current Subscription under section 13, postponing its next charge or scheduled end.
- 2.3 Protected sole traders.** Business provisions do not remove protections that applicable law gives qualifying sole traders, including Polish individuals entering business-related contracts that are not professional in character. Such protections apply to the relevant provisions regardless of an account label or request for a business invoice.
- 2.4 Business Days.** Business Day means a Monday to Friday that is not a public holiday at the Device's physical location, including an applicable state, provincial or regional public holiday. Before a Device is allocated, the service location identified for the relevant order governs. The local calendar and time zone apply to a period expressed in Business Days; the relevant location is fixed when that period begins, so moving a Device does not extend an existing deadline. This definition does not change periods expressed in calendar days or hours, the UTC compensation rule in section 13.2, or any mandatory statutory deadline.

3. ELIGIBILITY AND CONTRACT FORMATION

- 3.1 Eligibility.** Individual Account Holders and Authorised Users must be at least 18 years old and have the legal capacity required for their participation. Companies and other organisations may use the service through duly authorised adult representatives. Provide accurate identity, billing and contact details. No general nationality restriction applies; availability nevertheless depends on the selected location, capacity, verification, applicable law, sanctions, and payment and carrier restrictions. An offer of service does not override a legal restriction applying to a particular person, country or transaction.
- 3.2 Acceptance of orders.** Accept these Terms and the AUP using the acceptance control before placing an order or joining a shared device. An order becomes binding when HiveReach confirms its acceptance and the purchased service in writing, including electronically. Payment authorisation alone does not guarantee allocation. If we cannot accept an order, we will release the authorisation or return the payment without undue delay.
- 3.3 Payment acknowledgement and confirmation.** Before a paid online order is placed, the payment control will clearly indicate that the order creates an obligation to pay. We provide the accepted Terms, AUP, any applicable agreed DPA and material order information, including the total price, billing interval and any early-performance request, on a durable medium such as an email with retainable attachments. Confirmation will be supplied no later than before service performance begins where required by law. The applicable documents are available without charge before contracting in a form that can be stored and reproduced.
- 3.4 Free account and closure.** Account creation alone does not purchase a subscription or authorise recurring charges. The free account service starts when registration is confirmed and continues until closed. You may request closure at any time through available account controls or by emailing support@hivereach.app. Closure cancels future renewals; if your instruction is unclear about immediate loss of paid access, we will clarify it without treating that clarification as permission for another renewal. Closing an account does not waive prepaid-service remedies, access to legally required transaction records or applicable data rights. We may retain records only as permitted by law and the Privacy Policy.

4. REMOTE PHONE SERVICE AND CATALOGUE SIM ORDERS

- 4.1 Remote access, SIM procurement and carrier service.** HiveReach provides remote access to a physical Android Device in the selected location. For a catalogue SIM, you appoint HiveReach to organise its purchase for your account through a local Host Manager. The Host Manager obtains the selected prepaid SIM from an available local retailer and arranges its delivery and installation in the Device. The SIM is acquired for you and is to be registered to you with the carrier, not to HiveReach or the Host Manager. You are the carrier's subscriber and control your carrier account. You pay the carrier directly for the mobile plan, data, SMS, calls and top-ups; these are not included in the HiveReach Subscription. HiveReach remains responsible for its procurement, handling, rental and other agreed services, including performance by its Host Managers and all mandatory obligations.
- 4.2 Dedicated allocation and prior history.** A dedicated Device is assigned to your rental; we do not intentionally give unrelated customers simultaneous control of it. Your invited users may share access under section 7. A SIM acquired for your initial order has not previously been rented to another HiveReach customer. A carrier may previously have assigned its number outside HiveReach. Your retained SIM may be used again for your own later rental. We do not guarantee an unused history for the handset or network identifiers, or any particular reputation or acceptance of a Device, number or SIM by third-party services.
- 4.3 Ownership, functions and compatibility.** The purchased SIM belongs to you unless its purchase is reversed by a full refund under section 10. Physical phone hardware remains with HiveReach or its supplier; rental does not give you ownership of the handset, IP address or IMEI. Rights in a carrier account, number and portability are governed by your carrier arrangement and applicable law. Camera and microphone access and outgoing voice calls are not included unless expressly stated in the order. Remote access requires a compatible browser or supported application, your own working Internet

connection and disclosed authentication steps. We disclose material compatibility requirements and known restrictions before you place your order.

- 4.4 Catalogue only and preparation.** New SIM Orders are available only through the HiveReach catalogue; sending in a separately purchased personal SIM is not part of this service. Reuse of a SIM already held for you by HiveReach is governed by section 16. Delivery and installation ordinarily take approximately 1-3 Business Days when the selected SIM is obtainable. This is an estimate, not a promise that an out-of-stock SIM or an unavailable phone will be ready within that period. The order and any binding delivery commitment remain applicable.
- 4.5 Out-of-stock SIMs.** If the chosen SIM is unavailable, we continue seeking it or wait for stock without a fixed commercial maximum waiting period. You may cancel at any time before acquisition and receive the full initial SIM payment under section 10. No rental charge starts before installation. We do not replace the chosen SIM with another without your agreement. This waiting arrangement does not displace a binding delivery commitment, a mandatory delivery deadline, or your legal remedies for delay or non-supply.
- 4.6 Access before installation.** After paying for the SIM, you receive limited free Device access while delivery and installation are pending, to test remote control, image quality, responsiveness and connection stability. You may not install applications or sign into personal accounts during this stage. This test access does not include mobile connectivity. The limitations are separate from the shared public demonstration described below.
- 4.7 Installation, activation and full access.** We notify you by email and SMS when the SIM is inserted into the Device. Full access then becomes available, subject to these Terms and the AUP, for the 24-hour period before the first rental charge under section 8. You may install applications and sign into authorised accounts during that period. You activate and register the SIM yourself using your own devices, not the rented handset, following the carrier's instructions. HiveReach supplies activation instructions and technical access but does not activate the SIM for you. We do not need to confirm successful activation before granting full access and do not routinely track activation completion. Mobile connectivity still depends on carrier activation and your paid carrier plan.
- 4.8 Shared demonstration.** A free public demonstration Device may be shared between visitors and is not the dedicated Device associated with your order. Features and session limits are shown before use. Do not enter personal or customer account credentials, or leave confidential material, on a shared demonstration Device. Apps, logins, files or settings left on it may remain visible to later visitors. A demonstration does not establish availability of a particular paid location, and trying it is not a condition of statutory remedies.
- 4.9 Purchase mandate and retail records.** By placing a SIM Order, you authorise HiveReach to organise purchase of the selected physical SIM for your account, arrange receipt and installation, and use a Host Manager to carry out those tasks. Unless a particular retailer is specified in the order, the Host Manager may select an available local retailer without changing the selected carrier or SIM product or increasing the fixed total you accepted. We retain a receipt or equivalent purchase record linked to your order and provide the retailer's identity and available purchase reference in the acquisition confirmation. Any seller information, purchase conditions or additional consent required by law before commitment will be provided or obtained before that commitment. This mandate does not authorise us or a Host Manager to complete identity checks in your place, activate the SIM, accept a mobile plan for you or incur unapproved carrier charges. Send purchase or handling complaints to HiveReach; we assist with relevant retailer claims and returns. Our refund and replacement commitments do not depend on reimbursement from the retailer, and no agency description excludes responsibilities imposed on HiveReach by the actual transaction or applicable law.

5. THIRD PARTY SERVICES AND USE CASES

- 5.1 Independent third parties.** HiveReach is independent of applications, social networks, marketplaces, advertising platforms, mobile carriers and other third-party services accessed through a Device. We do not grant their permission, endorse their activities or guarantee registration, verification, geographic

eligibility, account continuity or exemption from their enforcement. A physically local device does not establish your personal residence or location.

- 5.2 Your obligations and our support.** You remain responsible for obligations you owe directly to third parties. A breach of a platform rule does not solely for that reason become an AUP violation; the specific AUP restrictions still apply. Nothing in our agreement grants a right to infringe applicable law or another person's rights. HiveReach does not offer or undertake to provide campaigns, artificial-engagement services or assistance defeating platform restrictions. Support covers the functioning of our service.
- 5.3 Binding specifications.** Binding specifications and mandatory duties remain HiveReach's responsibility.
- 5.4 Prohibited financial services.** You must not use banking or financial-service applications or websites through a Device, including through a browser, embedded web view or other access method. This includes banking, payment and money-transfer services, financial wallets, investment or brokerage services, cryptocurrency services, and credit or lending services. Creating or verifying such accounts, signing in, accessing balances or financial records, and initiating transactions are prohibited, even where the activity is otherwise lawful and the account belongs to you. This restriction concerns use of the rented Device; it does not prevent you from paying HiveReach through its checkout using your own device.

6. ACCOUNT SECURITY AND VERIFICATION

- 6.1 Identity-verification policy.** Stripe Identity is required for the purchasing Account Holder only where the selected carrier does not require customer identity verification. Where the carrier requires identification, HiveReach relies on that mandatory procedure rather than requiring a duplicate Stripe Identity check or routine documentary proof of the carrier check. You must complete the carrier's applicable registration and identity checks yourself and provide accurate details. HiveReach does not independently confirm the subscriber's identity or successful activation under this policy; access and billing follow sections 4 and 8. Any separately disclosed phone-verification step remains applicable.
- 6.2 Account security.** Protect your credentials and promptly report suspected compromise. Do not sell or lend your main login; use the sharing controls. Do not knowingly provide false identity documents or payment information. You are responsible for your own authorised activity and reasonable security measures, not automatically for every event caused by an unrelated attacker. Our own security and legal duties remain unaffected.
- 6.3 Verification data received.** Where Stripe Identity is used, HiveReach's current integration receives only the verification status. We do not retrieve or store the identity-document images or selfies submitted to Stripe in HiveReach systems. Stripe processes those submissions under its applicable notices and terms. The Privacy Policy explains the status information, account association and retention and each party's relevant responsibilities. This does not mean that no personal data is processed or that Stripe holds no verification data.
- 6.4 Verification safeguards.** Verification helps prevent fraud, misuse and unlawful activity. A HiveReach policy requirement is not represented as a statutory obligation unless a specific applicable duty requires it. Biometric processing remains subject to applicable legal conditions and any separately required valid consent; accepting these Terms is not biometric consent. Any alternative verification required by law must remain available. Proportionate re-verification may be requested for credible account compromise, material identity inconsistencies or a specific legal requirement, with reasons explained where lawful. This does not create routine duplicate Stripe verification for customers using a carrier with mandatory identification. Refund-specific SIM checks under section 10 are separate from ongoing identity verification.

7. SHARED ACCESS

- 7.1 Invitations and verification.** Invite only people you are entitled to authorise. Each Authorised User must use an individual HiveReach identity, accept these Terms and the AUP, and comply with

applicable verification requirements. The purchaser-verification policy in section 6 does not automatically require Stripe Identity for every invitee. Access and Device sessions may be attributed to each user.

- 7.2 Responsibility for users.** Account Holders control invitations and must revoke access when authorisation ends. Business Customers are responsible for charges and for breaches by employees, contractors or other users they authorise, to the extent permitted by law. Consumers remain responsible only as applicable law allows. Each user remains responsible for their own conduct.
- 7.3 Workplace and agency use.** Employers and agencies must give required notices and secure authority for access to their accounts and information. Our security monitoring is not supplied as an employee-surveillance service. Shared access does not authorise covert monitoring of another person.

8. PRICES, FIRST PAYMENT AND SUBSCRIPTION START

- 8.1 Fixed SIM Order total.** Each catalogue SIM Order has one fixed total price shown before payment. It covers acquisition of the SIM on your behalf and HiveReach's procurement, delivery-to-host and initial-installation services. No additional mandatory procurement, delivery-to-host or installation fee applies to that order. Different catalogue SIM Orders may have different total prices. Mobile tariffs and top-ups are purchased and paid for directly with the carrier, not through HiveReach. The single total does not create a separately priced activation fee or reduce the full-refund guarantee in section 10.
- 8.2 Plan selection and advance payment authority.** When purchasing the SIM, you also select a monthly or annual HiveReach Subscription and expressly authorise its future automatic charges using the chosen payment method. Checkout states the SIM total, subscription price, currency, applicable taxes, billing interval, first-charge trigger and cancellation method before commitment. Initially, only the SIM price is charged. An annual Subscription is paid for the annual term even if a monthly equivalent is also displayed.
- 8.3 First rental charge.** The first automatic monthly or annual charge is scheduled for exactly 24 hours after the SIM is installed in the Device, not 24 hours after your first connection or carrier activation. The installation email and SMS notify you of that event and the scheduled charge. Following successful payment, the paid Subscription begins. The charge proceeds even if you have not yet activated the SIM, completed carrier identification or paid your mobile plan, unless the order has been cancelled or an extension or defective-SIM postponement applies. The first 24 hours of full access are free.
- 8.4 Activation extensions.** You may request postponement of the first charge if more time is needed to activate the SIM. HiveReach considers the request individually, with no fixed maximum extension, and communicates the approved new charge date. Full free access continues throughout the approved extension, subject to the AUP. A request alone does not change the charge date; without approval, the ordinary installation-plus-24-hours rule applies. A failed charge at the approved date follows section 16.
- 8.5 Charging limits and payment failures.** Payment authority covers the accepted Subscription, not undisclosed purchases or carrier charges. A separately payable SIM shipment requires the prior price agreement specified in section 16. Failed first payments and failed renewals cause immediate On Hold status and a seven-day Grace Period under section 16. You may update your payment method and complete payment to restore access. A payment dispute does not itself establish abuse; we may recover only valid unpaid sums and legally recoverable costs.

9. RENEWAL AND CANCELLATION

- 9.1 Automatic renewal and cancellation.** A Subscription renews for the interval shown at checkout until cancelled, on the renewal date as postponed by any Premium Days under section 13.4. You may cancel future renewal through available account or billing controls or by emailing support@hivereach.app. We will confirm an emailed cancellation. Send it before the next renewal; cancellation received before renewal takes effect for that renewal even if our administrative processing occurs later.

- 9.2 Cancellation after paid access begins.** Cancelling renewal of a functioning Subscription does not provide a voluntary refund for the unused part of the paid period. Access continues until the current Subscription end date, including any extension already credited under section 13.4, followed by section 16. Statutory withdrawal, defective-service remedies, and the specific refunds in sections 10 and 18 remain available. The absence of a voluntary cancellation refund does not waive those rights.
- 9.3 Renewal-price notice.** We will not increase the price of a fully paid current term. A proposed renewal-price increase requires at least 30 days' advance notice, or a longer legally required period, on a durable medium explaining the new amount, the reason for the change, its proposed effective date and the cancellation route. If adequate notice cannot be given before a scheduled renewal, the increase will not apply to that renewal. For Business Customers without mandatory consumer-type protections, a prospective price change may take effect under this notice procedure to the extent permitted by law.
- 9.4 Express agreement for protected customers.** For Consumers and qualifying sole traders protected under section 2, we will obtain express agreement before renewing at an increased price or automatically charging that price. Silence, continued use or failure to cancel is not agreement to an increase. If you do not agree, we will continue at the existing price or give lawful notice that the affected subscription will end, preserving access already paid for and any refund rights. Refusing an increase is not a breach. We will not collect the increased renewal price without the required agreement.
- 9.5 Cancellation before the first charge.** You may cancel the rental before its first charge, including during the initial 24 hours or an approved extension. The scheduled first charge and subsequent recurring charges are cancelled, remote access stops immediately, and no rental fee is charged for the agreed free period. A seven-day Grace Period then preserves the Device and data under section 16. Cancellation of rental does not itself establish a right to a SIM refund; section 10 governs that payment separately.

10. VOLUNTARY SIM REFUNDS AND RELATED RENTAL CANCELLATION

- 10.1 Worldwide additional guarantee.** The same voluntary SIM-refund policy is available to customers in all supported countries, in addition to mandatory rights. You may request a full refund of the initial SIM payment while the SIM has neither been activated nor registered to you with the mobile carrier. The full amount includes acquisition, delivery to the host and installation, even if HiveReach has already incurred those costs. Cancellation before acquisition also qualifies. Contact support@hivereach.app with your order reference.
- 10.2 Activation or carrier registration.** If the SIM has been activated or registered to you with the carrier, this voluntary SIM refund is unavailable. Assigning a SIM to your HiveReach account is not carrier registration and does not itself remove the guarantee. Subject to lawful mandatory remedies, you may instead request shipment of your SIM to your chosen address at your expense under section 16. This restriction concerns the voluntary guarantee, not every possible refund entitlement.
- 10.3 Refund-specific checks.** When considering a refund, HiveReach checks available technical information about the SIM and its network connection. Where necessary, we request additional confirmation and try to clarify activation or registration with the carrier. These checks occur for the refund request, not as routine activation monitoring. Technical network information is not treated as conclusive proof of registration to a particular person. Unnecessary personal information may be redacted. If reasonable checks cannot establish the status, we assess the voluntary request individually on the available evidence and explain our decision; no finding of misconduct follows merely from uncertainty.
- 10.4 Review and payment timing.** We decide a voluntary SIM-refund request within 14 calendar days after receipt, including any carrier enquiries. If approved, we initiate the refund through the payment provider within seven Business Days after approval. The refund goes only to the original payment method; we do not substitute compulsory account credit. Actual bank or provider processing may affect when funds appear. If the original route is technically unavailable, we address the payment failure under applicable payment-system rules and law; the amount owed is not extinguished.

Mandatory refund deadlines take priority and are not extended by our internal review, approval or a delayed carrier response.

- 10.5 Effect of approval.** Approval of a full SIM refund cancels the associated rental order and all future automatic rental charges. Remote access stops immediately and the refunded SIM remains with HiveReach; it is no longer stored as your retained SIM. The Device and data enter the seven-day Grace Period and subsequent wipe process in section 16. If the Subscription has not yet been charged, there is no rental payment to refund.
- 10.6 Already paid rental.** If a SIM refund is approved after rental payment, we also refund the unused portion of the current paid Subscription from the time access stops. The calculation is the price actually paid for that term multiplied by the unused portion of the term; an annual payment is apportioned using the annual price, not a higher retrospectively substituted monthly rate. Days of access already supplied are not voluntarily refunded under this clause. Mandatory remedies may require a greater refund. The original-method and voluntary processing rules in section 10.4 apply to this related refund.
- 10.7 Mandatory and more favourable rights.** These voluntary conditions do not restrict statutory withdrawal, non-supply, non-conformity or other legally required remedies. Activation or carrier registration does not automatically waive those rights. A more favourable binding promise given with your order remains effective. The cancellation and refund rules of your separate mobile carrier govern payments made to that carrier, subject to applicable law; HiveReach does not refund money it did not receive or remove rights you have directly against the carrier.

11. STATUTORY CONSUMER WITHDRAWAL AND REFUNDS

- 11.1 Consumers worldwide.** Your mandatory consumer rights depend on the law applicable to your contract, not solely on nationality or the Device's country. These Terms preserve applicable withdrawal, cancellation, refund and defective-service rights for Consumers worldwide and qualifying sole traders. Where EU or UK distance-contract rules apply to this service contract, a Consumer generally has 14 days from conclusion of the contract to withdraw without giving a reason, subject to statutory conditions and exceptions. Other applicable periods and more favourable protections remain unaffected. No identical worldwide 14-day voluntary rental-refund promise is created.
- 11.2 Missing information and the SIM purchase mandate.** Where required Polish withdrawal information was not supplied, the withdrawal period is extended by 12 months after the ordinary deadline; if the information is supplied during that extension, the applicable 14-day period runs from receipt. Other applicable extensions remain available. The SIM Order includes HiveReach's procurement and handling service under section 4.9. Any statutory withdrawal from that service is governed by the applicable service rules in this section. Any separate statutory withdrawal or return right concerning the underlying retail SIM purchase is governed by the law applicable to that transaction, including its method of conclusion and any different start date or return procedure. A physical in-store retail purchase is not treated as an online purchase solely because you instructed HiveReach online. Contact support@hivereach.app for assistance with purchase records, retailer claims and physical return. These arrangements do not remove mandatory seller or other duties imposed on HiveReach by the actual transaction. The worldwide voluntary guarantee in section 10 remains HiveReach's own commitment regardless of the retailer's return policy.
- 11.3 How to withdraw.** Email support@hivereach.app with a clear statement that you wish to withdraw, your name and available account or order details. You may use the optional form in section 28. Sending the statement before the applicable deadline is sufficient; our approval is not required. This route does not restrict another legally valid method or an online withdrawal facility required by applicable law.
- 11.4 Early performance.** Before beginning an applicable service during its withdrawal period, we obtain the separate express request for early performance and any acknowledgement required by law concerning loss of the right after full performance. General acceptance of the Terms, a preselected checkbox or merely using the Device is not a substitute. We explain any lawful proportionate payment in advance and confirm the relevant information and request on a durable medium. No charge is due

where a legally required request or information was missing. Access expressly offered free under these Terms is not retrospectively billed.

- 11.5 Lawful proportionate payment.** Following a valid early-performance request, a withdrawing customer owes only the amount lawfully attributable to the service actually supplied up to the withdrawal statement. Time-based paid access is ordinarily apportioned using the agreed price and supplied portion of the actual term. Annual pricing is not retrospectively converted to a higher monthly or daily tariff. For the fixed-price SIM Order, only amounts permitted by the applicable supply and withdrawal rules may be retained; there is no automatic deduction of all acquisition, delivery or installation costs simply because we incurred them. No separately priced activation fee is introduced by these Terms. The full voluntary refund under section 10 is not reduced when its conditions are met.
- 11.6 Refund execution.** Where the applicable service-withdrawal rules require it, we refund sums due without undue delay and no later than 14 days after being informed of withdrawal, rather than 14 days after an internal approval. We use the original payment method and provide an itemised explanation of any lawful deduction. Different mandatory timing or return rules for goods, or a more favourable mandatory rule, prevail. Calculations use the agreed price, or market value where the law requires it because the price is excessive. No withdrawal penalty is added.
- 11.7 No automatic loss on activation.** Beginning remote access, activating or registering the SIM, or using the carrier's data allowance does not by itself fully perform an ongoing monthly or annual rental contract or extinguish its withdrawal right. Loss of a service-withdrawal right after full performance applies only where all statutory conditions have been met. Any valid loss of a right for a genuinely separate completed component does not automatically remove rights concerning the remaining rental.

12. CARRIER SERVICE, FAULTY SIMS AND DEVICE CHANGES

- 12.1 Carrier service and emergency limitations.** Mobile coverage, speed, routing, IP addresses, number availability and carrier service are provided under your own agreement with the operator. We do not guarantee a static IP, a particular third-party network classification, or freedom from carrier suspension. Do not rely on a remotely hosted Device to contact emergency responders at your location. Mandatory communications obligations are not excluded.
- 12.2 Your activation and carrier responsibilities.** You complete activation, registration, identity checks and mobile-plan payments directly with the carrier. Questions concerning an independent carrier block, deactivation, network outage or account restriction are for you to resolve with that carrier. HiveReach provides reasonable technical assistance with diagnosis and the physical Device. A carrier-only problem does not automatically earn Premium Days or a free replacement. A problem caused or contributed to by HiveReach's own breach or technical error is not treated as an independent carrier problem merely because it affects connectivity.
- 12.3 Defective or incompatible initial SIM.** If the acquired SIM is defective or incompatible with the supplied Device for reasons not attributable to you, HiveReach organises a free replacement. If the first rental charge has not occurred, it is postponed to 24 hours after an operative compatible replacement SIM is installed, with email and SMS notification. This is distinct from a customer's failure to complete activation of an otherwise functioning SIM, for which an extension may be requested under section 8.4. Statutory remedies for a defective supply or an amount already charged remain unaffected.
- 12.4 Repairs and legal responsibility.** HiveReach may repair, reboot or replace its equipment where reasonably needed for faults, security, compatibility or lawful service delivery, aiming to preserve agreed functionality and notifying you of material changes. A replacement does not guarantee recovery of a third-party account. To the extent permitted by law, HiveReach is not liable in damages for an independent carrier suspension outside its reasonable control and not caused or contributed to by its breach, negligence or lack of required permissions. A carrier action alone does not establish customer misconduct. Nothing excludes HiveReach's own mandatory liability, binding specifications or remedies under sections 18 and 22.

13. AVAILABILITY AND MAKE UP TIME

- 13.1 Availability.** We use reasonable care and skill to provide the purchased service. Continuous availability and a numerical uptime commitment are not guaranteed unless expressly agreed. Maintenance, equipment, local electricity, carrier networks and Internet connections can cause interruption.
- 13.2 Premium-day compensation.** For each calendar date with confirmed substantial unavailability of remote-control access caused by a technical failure of HiveReach equipment, servers or remote-access infrastructure, we credit one additional full 24-hour extension of the current Subscription (a Premium Day). A calendar date is measured from 00:00 to 24:00 UTC. Multiple qualifying interruptions on the same date earn one Premium Day for that Device; an incident affecting several dates earns one for each qualifying date. A substantial partial-day outage can qualify and need not last 24 hours. The credit is applied by moving the Subscription's end or next renewal date under section 13.4, not by paying cash automatically.
- 13.3 Reporting and evidence.** Report an unrecorded outage to support@hivereach.app with the Device or order reference, approximate times and time zone, and a description of the failed connection. Where reasonably available, attach a screenshot of the error or other relevant evidence, with unrelated personal information redacted. A screenshot is helpful, not a mandatory condition: we also assess system records and other reliable evidence. We will investigate rather than reject a claim solely because no screenshot exists. A problem confined to your own connection or equipment, or a lawful access restriction, is not a qualifying outage under this additional guarantee.
- 13.4 Extending the Subscription and postponing billing.** Each credited Premium Day extends the current Subscription by 24 hours without charge and moves its next scheduled renewal charge 24 hours later. We do not charge renewal on the superseded date. If renewal has been cancelled, the same credit extends the scheduled end of the current Subscription instead, without re-enabling automatic renewal. Access continues during that extension and the Grace Period begins only when the extended entitlement ends. Premium Days are not a separate post-subscription balance to be used after expiry. We confirm the credited extension and the updated next-charge or end date. A renewal payment that fails on the adjusted due date causes immediate On Hold and seven-day grace under section 16.1. Carrier service remains separately payable by you; independent carrier-only interruptions do not qualify, while HiveReach-caused faults remain covered where they meet section 13.2.
- 13.5 Relationship with other remedies.** For Business Customers this is the ordinary contractual remedy for temporary availability failures, subject to section 23 and rights concerning material or continuing non-performance. For Consumers it is an additional remedy: it never replaces legally available repair, conformity, price reduction, termination, refund or compensation. The same mandatory protection applies to qualifying sole traders where required by law.

14. SCREEN MONITORING AND ADMINISTRATIVE ACCESS

- 14.1 Scope of capture.** HiveReach periodically captures full-screen images during authorised remote-control sessions, including periods without taps or swipes, for security and abuse detection and investigation. A temporary disconnection may not stop capture until session authority expires. Images can include private messages, credentials and sensitive or financial information, including information about other people. Prohibited use does not mean such information is automatically excluded or masked. Before capture begins, we provide the applicable privacy information, including processing locations, recipient categories, legal bases and your rights, in our Privacy Policy and relevant service notices.
- 14.2 Automated analysis and flags.** Screen images are automatically analysed for indications of a possible AUP or Terms violation or security threat. The analysis can generate assessments and flags for human investigation. Analysis runs on a dedicated server owned by HiveReach in Poland. HiveReach does not send screen images to an external AI service provider for this analysis. This does not mean that no other service provider or physical host can have access to personal data; the Privacy Policy describes

the applicable arrangements. A flag indicates suspicion, not a finding that a violation or crime occurred.

- 14.3 Ordinary retention and evidence holds.** The ordinary maximum retention period for screen images is 30 days from capture, including images not flagged by analysis. We delete images earlier when they are no longer necessary for the specified lawful purpose. We may retain selected material for longer only where justified for a specific incident, legal claim or applicable legal obligation, with a documented purpose, scope and review date. A flag alone does not justify indefinite retention, and a hold does not extend retention of unrelated images. Deletion covers copies under our control, including host storage and backups, subject only to lawful, specifically documented retention requirements. Our Privacy Policy specifies the separate retention periods for analysis results, capture metadata and other records.
- 14.4 Human decisions and access restrictions.** Only authorised HiveReach personnel may review relevant images or access a Device when there is a documented, legitimate need for a security or abuse investigation, necessary support or maintenance, or compliance with a lawful obligation. Unrelated or curiosity-driven viewing is prohibited. Physical maintenance hosts are not authorised to perform moderation. Adverse enforcement based on an analysis flag requires meaningful review by a person who can assess context and reject or reverse the proposed outcome; a flag alone does not establish a breach. Urgent, proportionate protective restrictions remain subject to section 17 and prompt review. Notice may be delayed only where lawful and necessary to protect an investigation. Monitoring does not guarantee detection of every violation.
- 14.5 Storage locations and equipment ownership.** Source screenshots are stored on HiveReach-owned host machines. The host-machine locations are the United States, Canada, the United Kingdom, Ireland, Germany, Australia and New Zealand. Relevant images are processed by the analysis server in Poland. This does not mean that every image is copied to every country. Our Privacy Policy identifies the locations relevant to each processing activity, any additional storage, temporary copies or backups, and applicable access and international-transfer safeguards. Local Host Managers' access is restricted as described in section 15.4.

15. DATA RESPONSIBILITIES AND LOCAL HOSTS

- 15.1 Separate legal responsibilities.** Acceptance of these Terms is not a waiver of privacy rights, a blanket consent to all monitoring or consent on behalf of people whose information appears on screen. Each party must meet its own data-protection obligations. HiveReach remains responsible as a controller for processing whose purposes and means it determines, including its own security monitoring and account administration.
- 15.2 Data-processing agreement.** Where HiveReach processes personal data on your documented instructions and a processor agreement is required, an applicable Data Processing Agreement must be in effect before that processing starts. You may act as a controller or as a processor for another controller. The DPA identifies the parties, processing activities, security measures, subprocessors and applicable transfer arrangements. It may be concluded electronically as an expressly incorporated part of the accepted order or by a separate written or electronic agreement. Contact support@hivereach.app to arrange the required DPA before introducing the relevant personal data. The Privacy Policy does not replace that agreement, and neither party is relieved of its legal duties by the absence of a request for a DPA.
- 15.3 Backups.** Keep independent backups and remove or export important material before access expires. Do not use a Device as the sole repository of important records. These precautions do not remove our own security or statutory duties.
- 15.4 Local Host Managers.** Host Managers provide local premises, SIM purchasing and handling, and maintenance on HiveReach's instructions. They may have physical or technical access to Devices and host machines, but their role does not authorise viewing, copying or using customer content or performing moderation. Access needed for an authorised task is subject to scoped instructions, confidentiality and applicable processing obligations. Send service instructions and requests through

HiveReach. You do not acquire control over a Host Manager's premises or personal equipment. HiveReach remains responsible for its own provider-selection, instruction and security obligations.

16. ON HOLD, GRACE, DELETION AND STORED SIMS

- 16.1 On Hold and seven-day grace.** A failed first rental payment or failed renewal on its then-current due date immediately blocks remote control and begins a seven-calendar-day Grace Period. For renewals, that due date includes any postponement already credited under section 13.4; no payment failure or Grace Period is triggered merely because the superseded date has passed. The Device assignment and data are preserved while you update your payment method or complete payment. Cancellation before the first charge and approval of a full SIM refund also cause immediate On Hold and seven-day grace. For an ordinary non-renewal, grace starts when the current Subscription ends, including any credited extension. On Hold is not continued handset access.
- 16.2 Restoring during grace.** You may restore an unpaid or cancelled rental during the seven days by successfully paying for the selected Subscription; access resumes after payment. Where you cancelled before the first charge, restoration requires immediate payment and the new paid period starts at successful payment, with no new free 24-hour period. If a full SIM refund has already been approved, restoration within grace instead requires payment again for both the SIM and the Subscription. Existing Device data is preserved until the wipe process. Any applicable charges and billing dates must be disclosed before you authorise restoration.
- 16.3 End of grace and verified wiping.** If rental is not restored within seven days, the rental ends and we delete customer data from the Device within the following 24 hours, subject to the mandatory retrieval and lawful-retention rules below. The Device is not reassigned until wiping is confirmed. Following lawful deletion, previous apps, settings and data cannot be restored through renewal. Your retained SIM is removed and not passed to another customer.
- 16.4 Content retrieval and other records.** You may request content to which you are entitled under applicable law at support@hivereach.app. Eligible content is provided without charge, within a reasonable time and in a commonly used machine-readable format, subject to statutory conditions and exceptions, without requiring a renewal purchase. Mandatory rights and an applicable DPA take priority over routine wiping. This is not indefinite storage or a promise to recover lawfully deleted data. Account, payment, monitoring and scoped evidence records follow their own lawful retention rules, not the Device grace period.
- 16.5 Free SIM storage and return.** Unless the SIM purchase has been reversed by a full refund under section 10, your SIM remains yours after rental ends. We store it separately for the first 30 calendar days and continue storing it free of charge thereafter without a fixed expiry, until you request return or give other lawful instructions. We do not destroy it or assign it to another customer solely because that period has elapsed. You may request shipment to your chosen address at your expense, with the shipping cost agreed beforehand. Storage is not a promise that the carrier will preserve activation, a balance or the number; managing the separate carrier account remains your responsibility.
- 16.6 New rental after grace.** After the previous Device is released, you may place a new rental order using your SIM held by HiveReach. We install it in any available compatible Device in the relevant country; the previous handset and its deleted data are not guaranteed. Reinstallation itself is free and a new SIM purchase is not required. The selected Subscription and automatic payment authority must be agreed for the new order. After installation we send email and SMS notice, provide 24 hours of full free access, and then charge the new monthly or annual Subscription under section 8.
- 16.7 Shipment between hosts.** If a retained SIM must be moved to another host in the same country, you pay the shipping cost expressly agreed before shipment; HiveReach organises delivery. Installation remains free. No Device is reserved in advance during shipment. A compatible Device is allocated after the SIM reaches the receiving host and one is available. Rental charging does not begin during shipment.
- 16.8 Waiting for a Device.** If the receiving host has no compatible Device available, we store the SIM and you wait free of charge without a fixed commercial maximum period. No rental fee is charged during

that wait. Under the accepted new order, we automatically install the SIM when a compatible Device becomes available, notify you by email and SMS, and charge the authorised Subscription 24 hours later, without a further confirmation, even after an extended wait. The previously agreed cancellation routes, any required consent to changed prices and mandatory rights for delay remain unaffected.

17. RESTRICTION AND INVESTIGATION

- 17.1 Grounds for restriction.** We may refuse to start HiveReach service, restrict particular features or suspend access where reasonably supported by failed required verification, non-payment, a material AUP breach, a credible security threat, a binding carrier or payment restriction, applicable sanctions, a legal requirement or inability to supply the selected service. We assess available evidence and use a proportionate response. A platform complaint is information to evaluate, not automatic proof.
- 17.2 Proportionate investigation.** Where feasible, we explain the issue and allow a reasonable opportunity to correct it. Immediate restriction is possible where delay creates material fraud, security, safety or legal risk. Investigation may include relevant logs, scoped screen evidence, an explanation from the user and proportionate re-verification. We review continuing restrictions and restore access when their grounds cease.
- 17.3 Carrier restrictions and protected rights.** HiveReach cannot require a carrier to maintain your mobile service if that carrier withdraws it or an applicable rule prevents supply. Such an event does not by itself establish customer misconduct or remove HiveReach's own obligations. A bona fide exercise of withdrawal, complaint or payment-dispute rights is not an AUP breach.

18. TERMINATION AND FINANCIAL CONSEQUENCES

- 18.1 Grounds and notice.** Either party may end the affected contract for a material breach that remains uncorrected after reasonable notice where correction is possible, or immediately where seriousness or mandatory law justifies it. We may discontinue a service for objective technical, carrier, legal or operational reasons on reasonable notice, normally at least 30 days, unless earlier cessation is necessary.
- 18.2 Unused prepaid service.** If we terminate or cannot supply prepaid HiveReach service for reasons not attributable to your breach, we refund the unused paid period proportionately and cancel future renewal. We do not replace that refund with compulsory credit or automatically deduct SIM acquisition, installation or replacement costs. A separate SIM payment is accounted for under section 10 and mandatory law. This clause concerns termination or non-supply, not ordinary cancellation of a functioning Subscription under section 9.2 or the separate withdrawal calculation in section 11. Statutory rights may provide a greater remedy, including for an earlier defective-service period.
- 18.3 Established customer breach.** Where your established breach causes termination, sums lawfully due for supplied service or recoverable loss may remain payable. We will not automatically confiscate the entire unused balance as a penalty. Any lawful deduction must be explained and supported. Termination does not erase valid payment obligations, legal claims, confidentiality obligations or applicable data rights.

19. COMPLAINTS AND APPEALS

- 19.1 Submitting a complaint.** Send complaints and enforcement appeals to support@hivereach.app or our correspondence address. Include available account or order details, what happened and the remedy requested. A missing reference is not a reason to reject an otherwise identifiable complaint. Complaints are free and may concern service quality, charges, data handling or an AUP decision.
- 19.2 Response time and statutory effect.** We will acknowledge a complaint or appeal promptly and provide a reasoned response within 14 calendar days. If an applicable law requires a shorter deadline or a particular consequence for non-response, that rule applies. A request for clarification does not automatically restart a statutory deadline. We provide the response on a durable medium. Where Article 7a of the Polish Consumer Rights Act applies, failure to respond within the statutory period means the complaint is treated as accepted, unless another applicable provision governs the matter.

- 19.3 Appeals.** A person with authority to change the decision will consider an appeal, including your explanation and relevant evidence; where practicable, this will be someone not responsible for the original decision. You may appeal within 30 days after notice; a later request with a reasonable explanation will also be considered. This process does not shorten statutory claims periods or prevent recourse to courts or regulators.

20. REQUESTS FROM AUTHORITIES

- 20.1 Lawful preservation and disclosure.** We may preserve or disclose information where required by applicable law, binding legal process or a valid preservation obligation. A discretionary request alone does not automatically justify disclosure. Where law permits, a narrowly tailored emergency disclosure may be made to address an imminent threat of death or serious physical harm.
- 20.2 Assessment and notice.** We assess the authority, scope and lawful basis of requests. Customer notice may be delayed or withheld where legally prohibited or where permitted by law and necessary to avoid compromising an investigation or safety. Nothing in these Terms transfers criminal responsibility or binds an authority deciding legal liability.

21. CONTENT AND INTELLECTUAL PROPERTY

- 21.1 Customer content.** You retain rights you lawfully hold in content you place on or access through a Device. You grant only the permissions necessary for us to transmit, store, support and secure that content in providing the service and performing the disclosed processing. This is not a licence to sell your content or publish private communications.
- 21.2 HiveReach materials.** HiveReach and its licensors retain rights in their software, interface, documentation and branding. We grant a limited right to use them during authorised access. Do not copy, distribute or exploit them beyond that permission, subject to statutory rights that cannot be excluded.

22. CONSUMER CONFORMITY AND REMEDIES

- 22.1 Standards and required updates.** We remain responsible for mandatory standards of supply and conformity applicable to the purchased service. Where mandatory digital-service rules apply, the service must meet the agreed and legally required standards of functionality, compatibility, continuity and security throughout the relevant supply period. We provide required security and other conformity updates for the period required by law. Any stricter applicable communications or other sector-specific rights remain unaffected.
- 22.2 Supply and correction remedies.** If the service is not supplied, you may require supply and use the termination or other remedies available under the applicable statutory conditions. If the service does not conform, you may require correction without charge, within a reasonable time and without significant inconvenience. Where correction is impossible, refused, unsuccessful or not timely, or the defect otherwise meets the statutory threshold, you may obtain a proportionate price reduction or terminate and receive the refund required by law. A right to terminate a paid digital service is subject to the statutory rules on minor non-conformity.
- 22.3 Statutory refunds.** Refunds due under the applicable Polish digital-service price-reduction or termination rules are paid without undue delay and no later than 14 days after receipt of the relevant declaration, using the original payment method. Any more favourable mandatory rule prevails. Contact us under section 19; you do not have to apply for Premium Days before exercising a statutory remedy.
- 22.4 External dependencies.** A description of external dependencies does not excuse our own failure to meet a binding specification or mandatory obligation. A third party's independent refusal of an account does not alone prove our breach. Consumer rights under applicable national law, including statutory guarantees outside the EU, remain unaffected.

23. BUSINESS LIABILITY

- 23.1 Business-only cap.** This section applies only to Business Customers and only so far as it does not prejudice mandatory protections for qualifying sole traders. For ordinary contractual liability, HiveReach's aggregate liability for an affected subscription is capped at the fees paid or payable for that subscription attributable to the three months preceding the event. Annual prepaid fees are allocated proportionately. Related events from the same cause count as one event.
- 23.2 Excluded losses and exceptions.** To the extent permitted by law, we exclude liability to Business Customers for lost profits, revenue, business opportunities, advertising expenditure, audience, goodwill, platform accounts, indirect loss and consequential business interruption. These exclusions and the cap do not apply to intentional misconduct, gross negligence, fraud, death or personal injury, or any liability that cannot lawfully be limited.
- 23.3 Amounts and rights not capped.** This section does not cap repayment of amounts owed for unused or undelivered service, or limit statutory personal-data rights. Consumers are not subject to this contractual cap or business-loss exclusion. No disclaimer overrides an express obligation we have undertaken.

24. BUSINESS THIRD PARTY CLAIMS

- 24.1 Scope of reimbursement.** A Business Customer must reimburse HiveReach and affected personnel or local service providers for reasonable, documented losses and external defence costs arising from a third-party claim to the extent directly caused by that customer's unlawful conduct, infringement of another person's rights, or a material AUP breach by a user for whom it is legally responsible.
- 24.2 Defence procedure.** We must promptly notify you, provide relevant information and reasonable cooperation, and take reasonable steps to mitigate loss. You may participate in the defence. No settlement binding you may be entered without your consent, not unreasonably withheld. Recoverable amounts require a final determination or an agreed reasonable settlement.
- 24.3 Exclusions.** This obligation excludes loss caused by the recipient's own breach, negligence or misconduct. It does not automatically pass criminal, regulatory or administrative fines to you. Consumers have no contractual indemnity under these Terms; qualifying sole-trader protections remain unaffected.

25. CHANGES TO SERVICE OR TERMS

- 25.1 Permitted reasons.** We may make changes reasonably necessary to address a documented security threat or defect; comply with a change in applicable law; respond to a carrier requirement; maintain compatibility with supported browsers, operating systems or network interfaces; or improve accessibility or performance while preserving the agreed core functionality. The change must be proportionate to its stated reason. This section is not an unrestricted right to change the price or other essential contractual commitments.
- 25.2 Notice and agreement.** Material contractual changes require clear advance notice on a durable medium, normally at least 30 days, explaining the change, its reason and effective date. Urgent legal or security changes may take effect sooner only where necessary and legally permitted. Where express agreement is required for an essential contractual change, we will obtain it; notice, silence or continued use does not substitute for that agreement. Renewal-price increases are governed by section 9.
- 25.3 Adverse contractual changes.** A materially adverse change during a paid term gives you the right to end the affected service without an exit fee and receive a proportionate refund of unused prepaid fees, unless we offer continued unchanged service and applicable law permits that solution. Changes do not retrospectively excuse an existing breach.
- 25.4 Additional digital-service protections.** Where mandatory digital-service modification rules apply, a change beyond what is necessary to maintain conformity may be made only for a justified reason stated in these Terms and without additional cost to you. If it has more than a minor negative effect on your access to or use of the service, we will inform you reasonably in advance on a durable medium of the

change, its timing and your rights. You may terminate the affected contract without charge within 30 days after the later of the change taking effect or your receipt of that notice, with the refunds required by law. This right does not apply where we enable you to retain the unchanged service without additional cost and it remains in conformity. All other mandatory modification rights remain available.

26. GOVERNING LAW AND DISPUTES

- 26.1 Applicable law and consumer courts.** The agreement is governed by the laws of Poland, including applicable European Union law. For Consumers, this choice does not remove mandatory protections of the law that would otherwise apply, including protections of their habitual residence where relevant. Consumers may use any court available under mandatory jurisdiction rules.
- 26.2 Business jurisdiction.** For Business Customers, the competent courts in Warsaw, Poland have jurisdiction to the extent a valid jurisdiction agreement is permitted. This does not displace protected sole-trader rights or a mandatory forum. There is no mandatory arbitration agreement or class-action waiver.
- 26.3 Out-of-court resolution.** You may seek help from an applicable consumer authority or out-of-court dispute body. Information about Polish consumer dispute-resolution bodies and procedures is available at <https://polubowne.uokik.gov.pl/>. If a complaint is not resolved, we will provide the legally required statement on participation on a durable medium and, where applicable, identify the competent body. This does not represent that HiveReach is a member of a particular scheme or is obliged to participate where the law does not require it. Court access is not conditional on completing our complaint process.

27. OTHER TERMS

- 27.1 Notices and events outside control.** We send contractual notices to your account email or another legally valid durable medium. Keep your contact details current. Marketing permissions are separate. Neither party is excused from payment or refund obligations merely by calling an event force majeure; other consequences of events outside reasonable control are determined by applicable law and these Terms.
- 27.2 Transfers and severability.** You may not transfer paid access or this contract except through authorised sharing or with our agreement. A transfer of our business remains subject to notice, contractual protections and mandatory consent or termination rights. If a provision is unenforceable, the remainder continues where legally possible; it must not be rewritten to remove mandatory rights.

28. OPTIONAL WITHDRAWAL FORM

Complete and send this form only if you wish to withdraw. You may instead send any unambiguous withdrawal statement.

To: Yevgeniy Kovalev trading as HiveReach, ul. Okólnik 11A, lok. 77, 00-368 Warszawa, Poland; support@hivereach.app.

I hereby give notice that I withdraw from my contract for the following HiveReach service or SIM Order:

Service or SIM Order:

Order or account reference, if available:

Contract concluded on:

Consumer name:

Consumer address:

Email used for the order:

Date:

Signature, only if submitted on paper:

For joint contracts, identify each withdrawing consumer.