Privacy Policy

Language: English
Version 1 of 17 November 2026

ASKESIM — Privacy Policy

Effective date: 16 November 2026

Details	Value
Controller	MELDIX, trgovina in storitve, d.o.o.
Registered address	Dunajska cesta 159, 1000 Ljubljana, Slovenia
Registration number	9374990000
VAT ID	SI88472647
Contact	support@askesim.com
Website	askesim.com

PRIVACY POLICY

English version

This notice explains what personal data Askesim processes, why, who receives it, how long it is kept and how you can exercise your rights.

1 Controller and scope

MELDIX, trgovina in storitve, d.o.o. ("MELDIX", "we", "us" or "our") is the controller for the personal-data processing described in this Policy. Registered address: Dunajska cesta 159, 1000 Ljubljana, Slovenia; registration number 9374990000; VAT ID SI88472647; privacy contact: support@askesim.com.

This Policy applies to the askesim.com website, the Askesim iOS and Android applications, the sale and delivery of eSIM profiles and data packages, accounts, support and related features. MELDIX has not appointed a data protection officer. Privacy requests may be sent to the contact above.

2 What we do not collect

Askesim does not see or record the websites you visit, the apps you use or the content of your communications over the mobile network. Mobile connectivity is provided by third-party Operators, and that traffic does not pass through Askesim's systems.

We do not receive your full payment card number. We do not sell personal data and do not use it for targeted advertising.

3 Personal data, purposes and retention

Category	Data	Purpose and legal basis	Retention
Account and authentication	Email; Apple or Google account ID; login and acceptance records	Account creation and security; contract; fraud prevention; proof of acceptance	Account life plus 30 days; backups up to 90 additional days
Orders and eSIM	Package, destination, order number, price, eSIM identifiers (ICCID), activation status, data balance and validity received from eSIM Go	Deliver and support the eSIM, show balance, handle complaints and refunds; contract	Account life; order records for the period required by tax, accounting and consumer law
Payments	Payment status, transaction reference, amount, country; for in-app purchases the Store receipt	Confirm payment, handle refunds and disputes; contract and legal obligation	Period required by tax and accounting law and the dispute period
Identity verification (only where required)	Name, document type and number, document photo, selfie, nationality, address where required, verification result	Activate a package in a country whose law requires subscriber identification; legal obligation and contract	As required by the Operator or local law; MELDIX keeps only the verification result and reference where possible
Automatic crash reports	App and OS version, device model, crash trace, installation identifier; technical IP processing by Google	Reliability and security; legitimate interests	Up to 90 days, then deletion or de-identification
Push notifications	Push token, platform, delivery state	Order, activation, low-balance and expiry notices	Until token expiry, logout, account deletion or notification disablement
Optional analytics and cookies	App and website events, app-instance or cookie ID, device and browser properties, approximate region	Product analytics; consent	Not collected until consent; maximum 14 months
Marketing email (optional)	Email, consent record, unsubscribe status	Offers and news; consent	Until consent is withdrawn; suppression record kept to honour the opt-out
Support and legal	Messages, attachments, complaints, account and order references	Respond to requests, comply with law, establish or defend claims	Normally 90 days after closure; longer only for a dispute or mandatory period

Statutory tax and accounting records are retained for the period required by Slovenian law. Where a dispute or binding preservation duty exists, the minimum necessary record may be retained until the duty ends.

4 Payments

Purchases on askesim.com are processed by Dodo Payments, which acts as Merchant of Record: it is the legal seller of the transaction, issues the receipt and processes your payment details, billing name, email, country and IP address as an independent controller under its own privacy policy (dodopayments.com/legal/privacy-policy; privacy@dodopayments.com). We receive only the information needed to deliver your order, such as payment status, amount and transaction reference.

In-app purchases are processed by Apple App Store or Google Play as independent controllers under their own privacy policies.

5 Identity verification (KYC)

Some countries require mobile subscribers, including foreign visitors using eSIMs, to be identified before a SIM is activated. The requirement comes from the law of the destination country and is applied by the local Operator; it is passed to us through eSIM Go. It does not apply to most packages.

If a package requires verification, we will tell you before purchase or activation. You will then be asked to provide the data listed in section 3, usually through a specialised identity-verification provider acting on our behalf or on behalf of the Operator. The data is used only to meet the legal requirement, is shared only with the verification provider, eSIM Go and the relevant Operator, and is not used for any other purpose. If you do not want to complete verification, do not buy that package.

6 Crash reports, notifications and analytics

Firebase Crashlytics runs automatically to collect crash reports needed to keep the application reliable and secure. It is configured without advertising use and without order or identity-document data. Google may technically process an IP address when receiving a report.

Google Analytics for Firebase and any analytics or non-essential cookies on the website are disabled until you give prior consent. You can withdraw consent at any time in the application settings or the website's cookie settings. The website uses strictly necessary cookies for sign-in, checkout and security without consent.

Accepting the Terms or this Policy is not consent to analytics or marketing. Marketing emails are sent only with your consent, and every email contains an unsubscribe link.

7 Data sources

- directly from you when you register, place an order, complete identity verification, contact support or exercise a right;
- from Apple or Google when you use federated sign-in or make an in-app purchase;
- from Dodo Payments about the status of a website payment;

- from eSIM Go about eSIM identifiers, activation status, data balance and verification requirements;
- automatically from the application and website for push notifications, crash reports and, after consent, analytics; and
- from a credible complainant or authority when we receive an abuse report or valid legal request.

8 Legal bases under GDPR

Where GDPR applies, MELDIX relies on performance of a contract for accounts, orders, eSIM delivery and support; legitimate interests for proportionate security, fraud prevention, crash reporting and legal-claim protection; consent for analytics, non-essential cookies and marketing; and legal obligations for identity verification required by destination-country law, tax, accounting, consumer-law duties and valid authority requests.

You may object to processing based on legitimate interests; we will stop unless compelling grounds or legal claims justify continuation.

9 Recipients

We disclose only the data necessary for the recipient's role:

- eSIM Go Limited, 8 North Bar Street, Banbury, Oxfordshire, OX16 0TB, United Kingdom (company no. 12465777), our eSIM and connectivity provider, which provisions eSIM profiles and data packages and receives the order and eSIM data needed for that;
- mobile network Operators that provide connectivity in the destination country, which process network data as independent controllers under their own rules and local law;
- Dodo Payments, as Merchant of Record for website purchases, as an independent controller;
- Apple and Google, for sign-in, app distribution, in-app purchases, push notifications, Firebase Crashlytics and, after consent, Google Analytics for Firebase;
- identity-verification providers, only for packages that require verification;
- hosting, cloud, email and authentication providers that store data or deliver one-time codes and transactional messages on our behalf;
- professional advisers, auditors, authorities and courts where required by law or necessary to protect rights; and
- a successor in a merger, restructuring, financing or sale, subject to confidentiality and applicable law. Before a provider processes personal data on our behalf, we require a data-processing agreement, confidentiality and security obligations, and an appropriate international-transfer mechanism where required. The current list of providers is available on request at support@askesim.com.

10 International transfers

Our hosting is located in the EEA. eSIM Go is established in the United Kingdom, which is covered by an EU adequacy decision. Dodo Payments, Apple and Google may process data outside the EEA under their own transfer mechanisms, such as the EU-US Data Privacy Framework where certified or the European Commission Standard Contractual Clauses.

When you use an eSIM abroad, the Operator in the destination country necessarily processes

connection data in that country, which may be outside the EEA. Where verification is required, the data is transferred to that country's Operator because it is necessary to perform the contract you requested. For other transfers outside the EEA, we use Standard Contractual Clauses and supplementary measures where needed.

11 Account deletion and storage lifecycle

When you delete the account in the application or on the website, linked account data is deleted or de-identified from active systems within 30 days. Encrypted backup copies may remain for up to 90 additional days and are removed by rotation. A minimum order, payment, acceptance or legal record may be retained where required by tax, accounting, anti-fraud, chargeback or legal-claim rules. Deleting the account does not remove an installed eSIM profile from your device.

A request made from the authenticated application or the account email address is normally sufficient to verify identity. If we have reasonable doubts, we request only the additional information necessary to verify the request.

12 Security

We use measures appropriate to the risk, including encrypted transport, access controls, least-privilege administration, separate handling of identity-verification data, patching, provider review, backup protection and incident procedures. If a personal-data breach is likely to result in a high risk to your rights and freedoms, we notify you without undue delay as required by GDPR.

13 Your GDPR rights

You have rights of access, rectification, erasure, restriction, objection, portability, withdrawal of consent and complaint to a supervisory authority when the conditions for the relevant right are met. Withdrawing consent does not affect earlier lawful processing. Askesim does not make decisions producing legal or similarly significant effects based solely on automated processing, except automated document checks performed by a verification provider where required by law, which you may ask to have reviewed by a person.

Send a request to support@askesim.com or use in-app account deletion. We respond within one month; where GDPR permits an extension of up to two further months, we notify you within the first month and explain the reasons. You may complain to the Information Commissioner of the Republic of Slovenia at www.ip-rs.si or another competent supervisory authority, and you have the right to an effective judicial remedy.

14 Adults only

Askesim is available only to persons aged 18 or older. We do not offer accounts to children. If we learn that a minor created an account, we will restrict the account and delete the data unless law requires preservation.

15 Government and legal requests

We review authority requests for legal validity, jurisdiction, scope and necessity and may challenge or narrow a request where lawful. We disclose only data we possess and are legally

required to provide. Requests about network use in a destination country are generally a matter for the local Operator.

16 Changes and contact

We may update this Policy when the Service, providers or law changes. The current version is available in the application and at askesim.com. We give at least 30 days' advance notice of a material change by email, in-app notice or another appropriate method, unless an urgent legal or security reason requires a shorter period.

The Slovenian, English and Russian versions state the same rules. For users in Slovenia, the Slovenian version prevails; elsewhere the English version prevails if an inconsistency cannot be resolved, to the extent allowed by mandatory law.

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