

## Terms and Conditions

Effective Date: 10 April 2025

Last updated on 02/12/2025

### 1. E-SIM Service

These are the terms and conditions for the supply of voice SMS and/or data services ("**Services**") provided by 1GLOBAL Germany Operations GmbH ("**1GLOBAL**", "**we**," "**us**," "**our**") to end users ("**you**," "**your**").

1.1 When you purchase the Services through our agent N26 Bank SE ("**Agent**"), you are entering into a contract with 1GLOBAL Germany Operations GmbH, registered at Mergenthalerallee 79-81, 65760 Eschborn, Germany, commercial register number HRB 115453, +49 152 900 007 07 help@1GLOBAL.COM.

1.2 A copy of these terms is available at <https://1global.com/legal/n26/terms-and-conditions>.

1.3 If you do not wish to be bound by these terms and conditions, do not purchase or use the Services. Conditions that deviate from these terms and conditions are only applicable if we have agreed to them in writing.

### 2. Commencement and Duration

2.1 The contract is formed and commences after you successfully complete the purchase and receive our order confirmation or upon activation of the Service, whichever occurs first ("**Commencement of the Service**").

2.2 Once the purchase is completed, you must download the eSIM into your device and activate it.

2.3 The validity of your bundle depends on the specific plan you choose at the time of purchase. Both the validity and the expiration date will be communicated to you during the purchase process and described in the contract summary.

2.4 You can only use the Services if you also have an active N26 bank account. The Services will be unavailable at the same time your N26 bank account is closed.

2.5 By using the Service, you acknowledge that you have an unlocked, eSIM-compatible device, which is required in order to access the eSIM.

2.6 This Agreement remains in full force until terminated by you or by us as permitted under these terms. In its role as agent, N26 acts on behalf of 1GLOBAL. Accordingly, any communication made by you to N26 in the context of customer support shall be deemed to have been made directly to us and shall have the same legal effect. This includes, without limitation, service-related inquiries and any formal notices permitted under these Terms and Conditions.

### 3. Service Description

3.1 We shall provide telecommunications services, either data only or a combination of voice, SMS and data based on the capabilities of our eSIM and the plan you select at the time of purchase. The eSIM includes an electronic profile that will be downloaded to your device during activation. The

volume of voice minutes, SMS, and data will be detailed at the time of purchase. Unused Services expire at the end of the bundle period and are non-refundable unless required by law.

3.2 Our Services are based on these Terms and Conditions, the respective service description, the contract summary, and the price list.

### **Availability**

3.3 The Services are provided “as is” and “as available”. We do not guarantee fault-free Services or uninterrupted network availability.

3.4 We will use reasonable efforts to promptly correct faults reported by you.

3.5 We reserve the right to choose our network operators and technology partners. To deliver the Services, we may disclose and use your personal data in compliance with our Privacy Policy at <https://www.1global.com/privacy-policy>

### **Value-Added Services**

3.6 You will be able to call ordinary fixed-line and mobile numbers as part of your calling plan. You will also be able to send SMS to mobile numbers. You will not be able to call other non-geographic numbers, premium rate numbers, directory assistance or send premium rate SMS messages.

### **Data add-ons**

3.7 You may purchase optional data add-ons in addition to your active bundle. Data add-ons are only available and usable while an active bundle is in place. The validity of a data add-on does not extend or modify the duration of your bundle. Any unused data included in a data add-on will expire automatically when the associated bundle expires, regardless of the purchase date, and will not be carried over or refunded unless required by law.

### **Roaming**

3.8 Your use of the Services while roaming is subject to applicable laws and may incur additional charges.

3.9 Roaming is limited to up to 90 days in any country. Prolonged or semi-permanent roaming may lead to suspension of Services.

### **Suspension**

3.10 From time to time, we may need to upgrade, modify, or maintain the Service. On such occasions, the Service may be temporarily unavailable. However, we will endeavor to minimize such disruption and notify you in advance when possible.

3.11 We reserve the right to suspend and block the Service with reasonable notice to allow you to find a solution, unless notice is unreasonable, in the following circumstances:

- If there is reasonable suspicion that the Services or your connection is being misused or manipulated by third parties;
- If you materially breach the conditions of usage;
- In the event of repeated non-payment as described in clause 6.3 of these Terms and Conditions;
- Pending the outcome of an investigation following receipt of a complaint made against you, including allegations of threatening, harassing, or abusive messages, unwanted

calls, or SMS spam;

- if you fail to provide necessary information for regulatory compliance. This includes, but is not limited to, identity verification and compliance with anti-fraud and security regulations;
- If we suspect unauthorized or fraudulent use of the Services;
- If specifically required by a government, regulatory, or emergency services organization;
- To prevent material damage to our network or that of our partners if there is an imminent risk and no other reasonable preventative measures are available;
- For emergency or security reasons.

In accordance with Section 61(3) sentence 2 and Section 164(1) of the German Telecommunications Act (TKG), access to emergency numbers 110 (police) and 112 (general emergency services) shall always be maintained during any service suspension.

## **Monitoring**

3.12 We may monitor Services to comply with legal obligations and protect our network and end users.

## **Emergency Services**

3.13 We ensure that access to emergency services is available through your eSIM for free, provided your device is configured correctly and within network coverage.

3.14 If you have specific accessibility requirements, we offer support to ensure that the Services are fully usable. Please contact us at [help@1GLOBAL.com](mailto:help@1GLOBAL.com).

## **4. Your Obligations Use**

4.1 You agree to:

- Use the Services in compliance with this Agreement and applicable laws;
- Configure your device to use the Services;
- Notify us of lost or stolen devices to prevent unauthorized usage.

4.2 You must not:

- Misuse the Services by excessive use, particularly when sending 1,000 SMS or more per month or making more than 15,000 minutes of calls;
- Use the Services for fraudulent or illegal purposes;
- Resell or commercially exploit the Services;
- Harm the network.

4.3 If there is reasonable suspicion of misuse as stated in Section 4.2, 1GLOBAL is entitled to take the measures necessary to prevent the misuse and/or to terminate the contractual relationship extraordinarily.

4.4 In cases where fraudulent activity prevents the collection of payment for the Services, we reserve the right to suspend or terminate the affected Services if it is unreasonable to continue the Agreement under these circumstances. Fraudulent activity affecting this Agreement includes, but is not limited to:

- The use of false or misleading information to obtain services which would otherwise not been obtained.
- Non-payment due to fraudulent banking activities that directly affect the provision of services under this Agreement.
- Unauthorized use of payment methods, including but not limited to the use of a lost or stolen credit card, the use of a counterfeit or cloned debit/credit card, registering someone else's bank account.

Any suspension or termination will occur after verification by 1GLOBAL, and you will be notified in writing with details of the issue and steps to resolve it.

4.5 You are responsible for deleting the eSIM from your device before giving access to the device to another person. Failure to do so may result in unauthorized access to the eSIM, in continued use of the Services and in further charges to your account.

4.6 You must comply with reasonable security procedures regarding the Services. We may communicate security issues to you as necessary.

### **Lost or Stolen Device**

4.7 You must inform us through our Agent immediately if the device on which the Services are activated is lost or stolen. You will remain responsible for usage until such notification is received.

### **Content**

4.8 You are solely responsible for all content transmitted using the Service. We are not responsible for the deletion, corruption, or failure to store any transmitted content.

### **5. Prices**

5.1 The charges associated with the Service will be made available to you before purchase. By purchasing the Service, you agree to these charges.

5.2 The charges you pay for the Services are inclusive of value-added tax (VAT) and any other similar sales taxes, duties, or levies imposed by any authority.

5.3 We reserve the right to increase or make changes to the charges for the Services in accordance with clause 9.

### **6. Payment and Refund Policy**

6.1 You agree to pay all charges for the Services purchased. For post-paid Services, charges are billed monthly in arrears and billing cycles run from the date of Commencement of Service. You will be charged a pro-rated amount for the first billing cycle based on the date of Commencement of the Service and from then on, billing will follow a calendar month cycle meaning each billing period will start on the 1st day of the month and cover usage through the end of that month.

For pre-paid Services, charges are billed in advance and the Service validity period starts from the date of Commencement of the Service. Service access will be suspended upon depletion of your bundle or expiration of the validity period.

6.2 Payments will be processed by our Agent. Prices are inclusive of any value-added tax, and any similar levies or taxes as may be applicable at the time of sale.

6.3 In accordance with Section 61 of the German Telecommunications Act (TKG), we reserve the right to block services in cases of payment arrears exceeding EUR 100.00 resulting from repeated non-payment. Prior to any such blocking, 1GLOBAL will issue a written warning at least two weeks in advance, pointing out the possibility for you to seek legal protection before the courts. The block will be limited to the services affected and lifted once the payment default is resolved.

6.4 Each session of data usage which you undertake will be rounded up to the nearest kilobyte.

6.5 Each outbound voice call made within the EEA to numbers within the EEA will be charged with a minimum of 30 seconds, after which billing is rounded up to the nearest second. Calls made when you are outside of the EEA or to destinations outside of the EEA will be rounded up to the nearest minute. Inbound voice calls received while you are outside of the EEA are also rounded up to the nearest minute.

6.6 Refunds for unused Services are provided only as required by law or at our sole discretion.

6.7 In the event of justified suspension or blocking, you remain obliged to pay the fees. The assertion of further claims due to default on payment remains unaffected. If the reason for the suspension or block ceases to exist, 1GLOBAL removes the suspension and block without delay.

## **7. Termination of the Service**

7.1 For post-paid Services, this Agreement runs for an indefinite period and will continue unless you terminate this Agreement by giving 30 days written notice.

7.2 For pre-paid Services, the Agreement runs until depletion of your bundle or expiration of the validity period.

7.3 In the event of a significant continuous or regularly recurring disruption, then you may terminate the contract extraordinarily under the conditions of Section 57 (4) TKG after the unsuccessful expiry of a reasonable grace period.

7.4 Both parties reserve the right to extraordinarily terminate this Agreement if the other party materially breaches any of its terms and conditions and the party cannot reasonably be expected to continue to adhere to the Agreement. No refunds will be provided for any unused data bundle upon termination; any claims for damages remain unaffected. 1GLOBAL is entitled to extraordinarily terminate this Agreement in particular, if:

- the consumer misuses the Service, including harmful fraudulent activities and harmful excessive use of the Service, if this is not immediately terminated despite a written warning and further adherence to the contract is unreasonable for 1GLOBAL; for reasons of unreasonableness, the warning can be waived in individual cases.
- the consumer is significantly in arrears with payments and does not clear the arrears even after a warning in writing with an appropriate deadline.
- your N26 bank account is closed.

7.5 If a bundle is provided under this Agreement and if a component of the package can be cancelled within the means of Section 66 TKG due to the non-compliance with the contractual provisions or failure to provide the package before the end of the agreed contract term, you may cancel the contract with regard to all components of the package instead of cancelling the individual component of the Agreement.

7.6 If you are a consumer, you have the right to withdraw from this Agreement within 14 days of entering into it without providing any reason, in accordance with Section 355 BGB. If you expressly demand provision of the Services before the expiry of the withdrawal period, and commence using the Services within this period, any refund will be prorated based on your usage. A model withdrawal form, and information on how to exercise your rights are available in our [cancellation policy](#). You may terminate this Agreement by providing notice of cancellation in text form by emailing [support@n26.com](mailto:support@n26.com). Alternatively, you may terminate the Agreement via our Agent's application. Data add-ons are supplementary orders made under this existing Agreement and do not constitute a new contract or trigger a new withdrawal period.

7.7 If the time associated with your Services has expired, you will no longer be able to use the Services unless you make a further purchase.

7.8 We may terminate this Agreement extraordinarily if we are unable to provide the Services due to unforeseeable technical, legal, or regulatory reasons. In such cases, you will be entitled to a pro-rata refund of any unused prepaid Services.

## **8. Liability**

8.1 This clause sets out our financial liability to you in respect of:

- The provision of the Services;
- any breach of the Agreement;
- any use made by you of the Services;
- any representation, statement, or tortious act or omission arising under or in connection with the Agreement.

8.2 Nothing in this Agreement shall limit or exclude our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;

- liability under the Product Liability Act;
- property damage and financial loss in the event of intent and gross negligence;
- any other liability that cannot be limited or excluded under German law.

8.3 Otherwise, 1GLOBAL is only liable for culpable breach of essential contractual obligations, whereby liability is limited to compensation for foreseeable damage typical of the Agreement. An essential obligation is one whose fulfilment makes the proper execution of the Agreement possible in the first place, whose violation endangers the achievement of the purpose of the Agreement and on whose compliance the customer may regularly rely.

8.4 Insofar as 1GLOBAL, as a provider of publicly accessible telecommunications services, is obliged to compensate a financial loss or to pay compensation to a customer, the liability is limited to € 12,500.00 per customer. In total, the liability of 1GLOBAL in cases of Sentence 1 is limited to € 30 million if 1GLOBAL is liable to pay damages or compensation to several customers due to the same event. If the obligation to pay damages or compensation to several claimants due to the same event exceeds the maximum limit according to Sentence 2, the damages or compensation shall be reduced in proportion to the ratio of the maximum limit to the sum of all claims for damages or compensation. The limitation of liability in accordance with Sentences 1 to 3 shall not apply if the obligation to pay damages or compensation was caused by willful or grossly negligent behavior on our part, or to claims for compensation for damage caused by delay in the payment of damages or compensation.

## **9. Changes to These Terms, Prices, and Services**

9.1 1GLOBAL is entitled to unilaterally amend the Agreement if and insofar as there is a valid reason for doing so, the amendment does not affect essential provisions of the contract and the amendment is reasonable for you. Essential provisions are provisions on the type and scope of the contractually agreed Services and the term, including the cancellation provisions. A valid reason exists if and to the extent that (i) the change is exclusively to the benefit of the end user, (ii) the change is of a purely administrative nature with no negative impact on the end user or (iii) the change is directly prescribed by Union or national law.

9.2 If any amendments are made to these Terms and Conditions that are not of the kind listed in Section 9.1, you have the right to terminate your contract without notice and at no cost. We will clearly inform you of your right to terminate and the deadline for exercising this right in the amendment notification. The notice of termination may be given within three months of the date on which you received our information, however not earlier than as of the effective date of the amendments.

9.3 We reserve the right to adjust prices due to changes in costs (e.g., network operation, regulatory fees, or taxes). You will be notified of any price changes at least one month, but no more than two months, before they take effect. If the price change is not exclusively to your benefit, you have the right to terminate the contract without notice and at no cost before the effective date of the change. This right does not apply to price changes resulting from legal requirements, such as changes in VAT.

9.4 If you do not terminate the contract by the effective date of the amendments or price changes, the revised Terms and Conditions and prices will be deemed accepted.

9.5 The contractually agreed Services may be changed if and insofar as such changes are necessary for a valid reason that was not foreseeable when the contract was concluded and if the balance between our services and your obligations is not shifted to your disadvantage, making the change reasonable for you. A valid reason exists if:

- The agreed Service can no longer be provided in its current form due to new technical developments; or
- New or amended legal, regulatory, or other sovereign requirements necessitate a change in performance.

9.6 Changes exclusively to your benefit may include reducing prices, enhancing service features without impairing accessibility or usability, or extending access without additional costs.

## **10. Number Portability and Provider Change**

10.1 You can switch to a new provider before or after termination of the Agreement. For a change of provider, 1GLOBAL must be, through our Agent, informed of the corresponding change request by you, the desired change date and the name of the new provider. The service of 1GLOBAL will not be interrupted before the contractual and technical requirements for a change of provider are met, without the express wish of the customer.

10.2 To ensure that the Service is not interrupted, or interrupted for no more than one calendar day, during a provider change or number portability, please refer to the requirements on our number portability page: <https://www.1global.com/legal/n26/porting>

## **11. Service Disruption and Remediation**

11.1 1GLOBAL shall remedy reported disruptions of the services free of charge, unless the customer is responsible for the disruption. If the customer is responsible for the malfunction, 1GLOBAL is entitled to charge the customer separately for the costs incurred.

11.2 If it is not possible for 1GLOBAL to remedy the fault within one day after receipt of the report, we will inform you on the following day about the measures taken and the expected end of the fault.

11.3 If the fault is not rectified within two calendar days as of receipt of the fault report, the customer may demand compensation for each day of the complete loss of service from the following day, unless the consumer is responsible for the fault or its continuation, or the complete interruption of the service is due to statutory measures, orders by security authorities or force majeure. The amount of compensation shall be EUR 5.00 or 10% of the contractually agreed monthly charges on the third and fourth day and EUR 10.00 or 20% of the contractually agreed monthly charges from the fifth day onwards (whichever is higher in the individual case). Insofar as the consumer claims a reduction in accordance with Section 57 (4) TKG due to a significant continuous or regularly recurring disruption, this reduction shall be offset against any compensation to be paid in accordance with Section 11.3. The customer's right to demand

compensation in excess of the compensation in accordance with this Section 11.3 shall remain unaffected. The compensation shall be offset against any such damage; any such damage shall be offset against the compensation.

11.4 If an agreed customer service or installation appointment is missed by 1GLOBAL, the customer may demand compensation for each missed appointment in the amount of EUR 10.00 or 20% of the contractually agreed monthly fees, whichever is higher, unless the consumer is responsible for missing the appointment. Clause 11.3 Sentences 4 and 5 shall apply accordingly.

11.5 In the event of a continuous or regularly recurring deviation in speed or other quality of service parameters (as defined in Article 4(1)(a) to (d) of EU Regulation 2015/2120), determined by a monitoring mechanism certified by the Federal Network Agency or an authorized third party, or persistent or frequently occurring significant deviations between the actual performance of a telecommunications service and the performance specified in the contract (excluding internet access services), you, as a consumer, are entitled, without prejudice to other legal remedies, to reduce the contractually agreed fee under the conditions of Section 57(4) TKG or to terminate the contract extraordinarily without observing a notice period.

## **12. Governing Law and Competent Courts**

12.1 This Agreement shall be governed by and construed in accordance with the laws of Germany.

12.2 To settle a dispute with us regarding the cases mentioned in Section 68 TKG, you may initiate arbitration proceedings with the Telecommunications Consumer Arbitration Board of the Federal Network Agency in Bonn by submitting an application. We are prepared to participate in arbitration proceedings before the Federal Network Agency.

12.3 We do not participate in dispute resolution proceedings before other consumer arbitration boards.

12.4 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Berlin, Germany, unless otherwise required by mandatory consumer protection laws.