

Terms and conditions

Effective as of April 1, 2026

1. E-SIM Service

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

1.2 When you purchase the Services through our agent N26 Bank SE ("**Agent**"), you are entering into a contract with 1GLOBAL Ops (Spain) S.L., con domicilio social en Calle María Tubau, 3, 1ª Planta 28050, Madrid, CIF B85923829, telephone number [+34 668 191 207](tel:+34668191207) and e-mail help@1global.com.

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

1.4 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 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.

Roaming

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

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

Suspension

3.9 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.

3.10 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.

Access to emergency number 112 (police and general emergency services) shall always be maintained during any service suspension.

Monitoring

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

Emergency Services

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

3.13 If you have specific accessibility requirements, we offer support to ensure that the Services are fully usable. Please contact us at 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. 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. 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.

6.2 In the event of non-payment, we reserve the right, following prior communication to you, to suspend the provision of the affected Service. Such suspension shall be limited to the Services affected and shall be lifted once the payment default has been remedied. Under no circumstances shall the suspension of the Services affect access to emergency services. The suspension of the Service shall not release you from the obligation to pay any outstanding charges applicable to the Service. This shall be without prejudice to any other rights or claims arising from the Customer's default on payment. Each session of data usage which you undertake will be rounded up to the nearest kilobyte.

6.3 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.

6.4 Where a discount applies to the Service, it shall apply only for the period and subject to the conditions specified in the Contract Summary or applicable promotional terms. If the Service commences during an ongoing billing cycle, any applicable discount may be applied on a pro-rata basis for that period, unless otherwise specified in the relevant promotional terms. Discounts are non-transferable, have no cash value, and any unused portion will not roll over to subsequent billing cycles. Upon expiry of the discount period, or

if the eligibility conditions are no longer met, the standard charges shall apply automatically.

6.5 Discounts or promotional offers may apply to your Services. Such offers may be subject to eligibility requirements and/or limited promotional periods, as specified in the applicable promotional terms. If the eligibility requirements are no longer met or the promotional period expires, the applicable standard price will apply. Details of the relevant promotion, including its duration, eligibility criteria, and applicable pricing, will be communicated to you by our Agent N26.

7. Termination of the Service

7.1 You may terminate this agreement at any time, for your own convenience, without penalty. Termination will immediately end your access to the Services, and no fees or charges will apply beyond those already incurred for Services used prior to termination. The Services are provided on a monthly rolling basis and will automatically renew at the end of each billing cycle unless terminated by you. You may terminate this agreement by notifying us through the channels made available for this purpose. This agreement may be terminated with immediate effect by either party in the event of a serious breach (*incumplimiento grave*) of the contractual obligations by the other party, where the nature or seriousness of the breach makes continuation of the agreement unreasonable.

7.2 We may terminate this agreement and interrupt the provision of the Services, in particular, in the following cases:

- a) Delay or failure to pay amounts duly invoiced, where such delay persists after prior notice has been given in accordance with these terms and conditions;
- b) Serious breach by you of the obligations arising from this agreement, including misuse of the Services for fraudulent purposes or uses that seriously disrupt, damage or impair the network, the Services, other users, or our legitimate interests;
- c) Actions intended to disturb, harm or damage the Mobile Services, networks, systems or image of us or of third parties;
- d) Failure to maintain a valid payment method, where payment cannot be processed and you do not provide an alternative payment method after having been requested to do so.
- E) your N26 bank account is closed.

7.3 Where the breach is not of a serious nature and is capable of remedy, termination shall only take place after you have been given prior notice and have failed to remedy the breach within the period indicated in such notice.

7.4 You have the right to withdraw from this agreement within 14 days from the date of conclusion, without giving a reason. In the event of withdrawal, we shall reimburse you for the payments received without undue delay and in any event no later than 14 days from the date on which we are informed of your decision to withdraw. If the Services are made available and you begin using them before the end of the withdrawal period, any refund due upon withdrawal shall be reduced in proportion to the Services already provided up to the time you notify us of your withdrawal. Where the Services have been fully provided, this may result in no refund being due. A model withdrawal form, and information on how to exercise your rights are available in our cancellation policy. You may exercise your right of withdrawal by providing notice of cancellation in text form by emailing support@n26.com. Alternatively, you may terminate the agreement via our Agent's application.

7.5 Termination of this agreement shall not release you from complying with all obligations arising from the use of the Services up to the effective date of termination, including payment of outstanding charges for Services already provided. Where termination occurs due to our breach or due to unforeseeable technical, legal or regulatory reasons beyond our reasonable control that make continued provision of the Services impossible, you shall be entitled to a pro-rata adjustment of any amounts invoiced in advance for periods following the effective date of termination, in accordance with applicable law. Any statutory rights to claim damages remain unaffected.

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

8. Liability

Our liability to you in connection with the provision of the Services, any use made by you of the Services, and this agreement shall be governed by applicable law and these Terms and Conditions. Nothing in this agreement shall limit or exclude our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, for damages caused intentionally or by gross negligence, or for any other liability that cannot be limited or excluded under Spanish law, including consumer and telecommunications laws. Subject to the foregoing and to the extent permitted by law, we shall only be liable for damages directly attributable to a breach of our contractual obligations, limited to foreseeable damages that are typical of this type of agreement. Nothing in this agreement shall affect any mandatory rights or remedies available to you under applicable law. This clause shall be applied without prejudice to the specific remedies, compensation mechanisms and termination rights provided for in these terms and conditions and under applicable law.

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. 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 In particular, we may adjust the prices of the Services for valid economic, operational or market reasons. Such reasons may include, among others, changes in costs directly associated with the provision of the Services, such as costs arising from improvements in coverage, maintenance of infrastructure, network and equipment obsolescence, as well as increases in consumer prices, services and supplies from providers related to the Services, and taxes or regulatory charges.

9.3 Any amendments shall be notified to you at least one month prior to their entry into force, using the contact details you have provided. We may communicate such amendments by means of email and/or SMS. The notification will include information about your right to terminate the Agreement in accordance with clause 9.4

9.4 If you do not agree with the proposed amendments, you may terminate the Agreement without penalty. The right of termination shall not apply where the amendments are exclusively to your benefit, are of a strictly administrative nature with no negative impact on you, or are required by applicable law or regulation.

9.5 The updated version of these General Terms and conditions shall be available on our website.

9.6 If any provision of these General Terms and conditions is declared null, invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remaining provisions, which shall remain binding upon the parties.

10. Number Portability and Provider Change

10.1 You have the right to keep your mobile telephone number when changing provider, before or after termination of this Agreement, in accordance with applicable law.

10.2 The change of provider and number portability process is managed by the new provider, in coordination with us, and does not require you to notify us separately.

10.3 We will ensure that the provision of the Services is not interrupted during the portability process, unless you expressly request otherwise. In any event, any interruption shall not exceed the maximum period permitted by applicable law.

10.4 Where you request number portability in connection with the purchase of the Services but do not complete the portability process, or where the portability request fails and you do not initiate a new portability request, the corresponding plan may be automatically closed if the portability process has not been successfully completed within sixty (60) days from the initial portability request. Such closure shall be deemed to result from inactivity and shall not constitute a penalty or affect your statutory right to number portability. If you wish to obtain the Services after such closure, you may do so by completing a new purchase and portability request.

10.5 If number portability is delayed or not completed correctly for reasons attributable to us, you will be entitled to compensation in accordance with applicable law.

10.6 Further information on the number portability process, applicable deadlines and cancellation rights is available on our Number Portability page.

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 The amount of compensation shall be, for telephony services, the operator will be obliged to automatically compensate the subscriber, in the bill corresponding to the following period, with the amount greater of the following two: (i) the average amount billed for all services interrupted during the three months prior to the interruption, prorated for the duration of the interruption, or (ii) five times the monthly subscription fee or equivalent, prorated for the duration of the interruption. And for the service of access to Internet, the operator will be obliged to automatically compensate the subscriber, in the bill corresponding to the following period, when the service interruption exceeds six hours between 8:00 am and 10:00 pm. Compensation shall be paid by refunding the amount of the fixed charges (normally the amount of the 'flat rate') prorated for the duration of the interruption. The Customer's right to claim additional damages in accordance with applicable law shall remain unaffected; however, any amounts paid as compensation under this Section shall be deducted from any damages awarded for the same interruption, in order to avoid double compensation.

11.3 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 the Ministry of Industry and Tourism, 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 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 Spain.

12.2 Any disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts in Madrid, Spain, unless otherwise required by mandatory consumer protection laws.