

Electronic-SIM Profile (“eSIM Profile”) and Travel Data Plan Terms and Conditions

1. Introduction

- 1.1 These terms and conditions form a legally binding agreement (“**Agreement**”) between you and 1GLOBAL Operations (Netherlands) B.V., a company duly incorporated under the laws of the Netherlands and registered under company number KVK 52715469, having its registered office at The Valley - Beethovenstraat 547, South tower, Level 5, Amsterdam 1083HK, Netherlands (“**1GLOBAL**”). This Agreement governs your purchase and use of a prepaid travel mobile data service (the “**Data Plan**”) delivered via an eSIM Profile and intended for use on a compatible personal device (“**Device**”).
- 1.2 You are encouraged to review this Agreement carefully and to retain a copy for your records, as it applies throughout your use of the Data Plan and related services.
- 1.3 1GLOBAL is a registered trademark of 1GLOBAL Group B.V. All rights associated with the trademark are reserved. All source code, databases, eSIM Profiles, functionality, software, and any materials, content, or interfaces made available by 1GLOBAL in connection with the Services (including where accessed through third-party or partner applications), including audio, video, text, photographs, and graphics (collectively, the “**Content**”) and the trade marks, service marks, and logos contained therein (the “**Marks**”) are owned or controlled by or licensed to 1GLOBAL, and are protected by copyright, trademark, and other laws on intellectual property rights. No part of the Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, in each case, without 1GLOBAL’s express prior written permission except as expressly provided in this Agreement.

2. eSIM Profiles

2.1 Installation, Activation, and Device Compatibility

- 2.1.1 eSIM Profile installation and activation on your device is a prerequisite to use of a Data Plan. eSIM Profiles can be installed on your device prior to and without the purchase of a Data Plan (e.g., via a QR code).
- 2.1.2 You must have an unlocked Device that supports eSIM technology to use an eSIM Profile and any associated Data Plan. It is your responsibility to verify that your Device is compatible prior to purchase. 1GLOBAL does not guarantee compatibility with all devices and does not offer refunds where the eSIM Profile or associated Data Plan cannot be used due to device limitations or incompatibility. You are responsible for consulting the list of compatible devices at [Check if Your Device Supports eSIM](#) before contracting. This clause does not affect any mandatory consumer rights, including the statutory right of withdrawal.

2.2 eSIM Profile License

- 2.2.1 When you install an eSIM Profile on your Device, 1GLOBAL grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, and revocable license to download, install, and use the eSIM Profile solely for the purpose of using Data Plans via 1GLOBAL's telecommunications network on a compatible device. At all times, eSIM Profiles and all related software, provisioning data, and technical configurations remain the property or licensed technology of 1GLOBAL and 1GLOBAL retains and reserves all rights it has not expressly granted by this Agreement.

2.3 Use and Management

- 2.3.1 1GLOBAL reserves the right to revoke or restrict the license granted to you at any time and to suspend, deactivate, or otherwise manage the eSIM Profile and associated network credentials in accordance with this Agreement and as necessary to protect its network, comply with applicable law, or prevent fraud, misuse, or abuse of the eSIM Profile.

2.4 Retention and Removal

- 2.4.1 Following activation, the eSIM Profile may remain installed on your Device if you do not purchase a Data Plan and even after the Data Plan has expired or the data allowance has been fully used.
- 2.4.2 You may remove the eSIM Profile at any time via your Device settings; however, do not remove the eSIM Profile until the Data Plan has been exhausted or has expired or your Data Plan will cease to work. You can delete or remove the eSIM Profile through your device settings, typically by navigating to the SIM or mobile network settings and selecting the option to delete or erase the eSIM Profile. The exact steps may vary depending on the device manufacturer and operating system.
- 2.4.3 Your eSIM Profile license shall automatically terminate upon the earliest of: (a) deletion or removal of the eSIM Profile from your device (either by you or by 1GLOBAL, or by our Partner); or (b) termination of this Agreement for any reason. Upon termination of the license, you must cease all use of the eSIM Profile.

2.5 Functionality and Compatibility

- 2.5.1 Once an eSIM Profile is installed on your device, and, if applicable, after expiry or full consumption of a Data Plan, 1GLOBAL makes no representations regarding the eSIM Profile's continued functionality or compatibility, without prejudice to any mandatory rights under applicable law.

2.6 Internet Speed

- 2.6.1 The estimated maximum speeds available are as follows:
- a) 3G: Download up to 1 Mbit/s; Upload up to 0.1 Mbit/s;
 - b) 4G: Download up to 10 Mbit/s; Upload up to 1 Mbit/s;
 - c) 5G: Download up to 50 Mbit/s; Upload up to 5 Mbit/s.
- 2.6.2 Actual speeds may vary depending on the network on which you are roaming, geographic location, device capabilities, and network congestion at the time of use. 1GLOBAL does not separately advertise

speeds beyond the estimated maximum figures set out above.

3. Data Plans

3.1 Data Plan Availability and Geographic Scope

- 3.1.1 1GLOBAL offers Data Plans that are valid in specific countries or geographic regions and are intended for short-term travel and temporary connectivity. Data Plans are not designed to replace a permanent or domestic mobile subscription.
- 3.1.2 The availability of Data Plans may vary depending on location, regulatory requirements, or network coverage. 1GLOBAL reserves the right to restrict, modify, or withdraw Data Plans in certain jurisdictions at its discretion.
- 3.1.3 1GLOBAL provides Data Plans in cooperation with third-party service providers, including mobile network operators and roaming partners. 1GLOBAL shall use commercially reasonable efforts to make the Data Plans available to you; however, availability is dependent on network capacity, coverage, and connectivity provided by those third parties.
- 3.1.4 Service performance may be affected by circumstances beyond 1GLOBAL's reasonable control, including but not limited to: (a) your location being outside the geographic coverage areas of 1GLOBAL's service providers or outside the territories expressly covered by your selected Data Plan; or (b) factors not attributable to 1GLOBAL, such as limitations or malfunctions of your Device, regulatory or governmental requirements, adverse weather conditions, radio interference, physical obstructions, or failures or congestion within third-party networks not operated or controlled by 1GLOBAL.
- 3.1.5 1GLOBAL reserves the right to select, change, or replace its network operators, infrastructure providers, and technology partners at its discretion, and to deliver Data Plans using such technical means as it considers appropriate for its operational and business requirements.

3.2 Maintenance, Updates, Service Continuity, and Fault Resolution

- 3.2.1 From time to time, 1GLOBAL or its service providers may carry out maintenance, upgrades, or technical modifications that may impact your ability to use your Data Plan. During such periods, your Data Plan may be partially or temporarily unavailable. Where reasonably practicable, 1GLOBAL will seek to minimise disruption and provide advance notice of planned maintenance.
- 3.2.2 If a fault affecting your Data Plan occurs, 1GLOBAL will use reasonable efforts to remedy the issue promptly once it becomes aware of the fault or receives notice from you. Temporary interruptions may occur while faults are investigated or resolved.

3.3 Purchase via Authorized Partners

- 3.3.1 Data Plans are made available for purchase through authorised third-party distributors (the "Partners"). You enter a direct contractual relationship with 1GLOBAL for the selected Data Plan when

you purchase a Data Plan through a Partner. The Partner acts solely as an intermediary and is not a party to this Agreement. By completing the purchase, you agree to pay all applicable charges associated with the Data Plan to 1GLOBAL.

3.4 Activation of the Data Plan

- 3.4.1 Confirmation and activation of the Data Plan is made through your device operating system settings and/or through the application or interface of the relevant Partner. You may receive notifications from the Partner in this regard. To complete Data Plan activation, you may be required to enable data roaming and set the eSIM Profile as the default mobile data profile on your device in accordance with the applicable instructions.

3.5 Term of the Data Plan

- 3.5.1 Your Data Plan will commence upon its activation on your Device. Activation (and therefore commencement of the Data Plan) will occur later if you have selected a delayed activation feature offered by certain 1GLOBAL Partners.
- 3.5.2 The Data Plan will remain in effect for the duration of the applicable Data Plan and ends automatically once the Data Plan has been fully consumed or has reached its stated expiry date specified at the time of purchase unless terminated earlier in accordance with this Agreement.

3.6 Auto-Renewal of Data Plans

- 3.6.1 Data Plans do not renew automatically unless explicitly stated otherwise at the time of purchase and in the Contract Summary. You or our Partner may choose to enable auto-renewal at the time of purchase through the relevant purchase channel (e.g., a Partner application or other 1GLOBAL-authorized interface) where an auto-renewal option is available. The applicable conditions, including the renewal trigger, frequency, duration, and any limits to auto-renewal, will be specified at the time of purchase and in the Contract Summary. You may disable auto-renewal at any time using the same application through which the Data Plan was purchased or managed. The Data Plan will remain active until the end of the current data allowance or validity period upon cancellation, after which a new Data Plan must be purchased.

3.7 Pricing, Prepayment, and Payment Processing

- 3.7.1 The price applicable to each Data Plan is displayed to you prior to completing your purchase. All Data Plans are provided on a prepaid basis, and full payment is required before the Data Plans are made available. All prices include any applicable taxes, value-added tax (VAT), or similar charges at the time of purchase unless expressly stated otherwise. Where 1GLOBAL or a 1GLOBAL Partner offers you a complimentary Data Plan, promotional data, or other incentives, no cash or monetary alternative shall be available.
- 3.7.2 Payments for Data Plans may be collected directly by 1GLOBAL, by an authorized payment processor, or by 1GLOBAL's Partner acting on 1GLOBAL's behalf.

3.8 Data Usage and Deduction

- 3.8.1 The remaining data allowance included in your Data Plan will be reduced in accordance with your actual data usage as you use your Data Plan. Each individual data session will be calculated and rounded up to the nearest kilobyte for the purposes of data consumption. If you purchase a Data Plan described as “unlimited,” usage remains subject to applicable fair use policies imposed by the relevant network service provider. To ensure network quality and availability for all users, restrictions on data speed, prioritization, or usage may be applied where usage is excessive or adversely affects network performance of 1GLOBAL or 1GLOBAL’s roaming network partners.

3.9 Changes to Charges

- 3.9.1 1GLOBAL may revise the pricing of its Data Plans from time to time. Any updated pricing will be published on 1GLOBAL’s website or otherwise communicated through appropriate channels and will apply only to Data Plans purchased after the relevant change takes effect. Any price adjustments will not affect Data Plans that have already been purchased or activated.

4. Statutory Right of Withdrawal

4.1 Generally

- 4.1.1 Consumers who purchase a Data Plan in the European Union or the United Kingdom have a statutory right to withdraw from this Agreement without providing a reason within fourteen (14) days from the purchase date of the applicable Data Plan. Consumers who purchase a Data Plan in Brazil have the statutory right to withdraw from this Agreement without providing a reason within seven (7) days from the purchase date of the applicable Data Plan.

4.2 Effect of Activation and Use During the Withdrawal Period

- 4.2.1 If you request activation of a Data Plan during the withdrawal period, and the Data Plan is partially or fully used before the expiry of the applicable withdrawal period, you acknowledge that the value of the Data Plan will be reduced accordingly. In such cases, any refund issued may be reduced on a pro-rata basis to reflect either the proportion of the data allowance used or the proportion of the validity period elapsed, depending on the structure of the applicable Data Plan.

4.3 Refund Process

- 4.3.1 Any reimbursement due following a valid withdrawal will be made without undue delay and, in any event, no later than fourteen (14) days from the date on which 1GLOBAL is informed of your decision to withdraw. Refunds will be issued using the same payment method used for the original transaction unless you have expressly agreed otherwise. No additional fees will be charged in connection with such reimbursement.

4.4 How to Exercise the Right of Withdrawal

- 4.4.1 To exercise your right of withdrawal, you must notify 1GLOBAL of your decision to withdraw from this

Agreement by means of a clear and unequivocal statement. You may do so by contacting customer support through the Partner application in accordance with the instructions provided therein. You may also use the model cancellation form available at the following [link](#) for this purpose, although use of such form is not mandatory. 1GLOBAL will acknowledge receipt of your cancellation on a durable medium (e.g. by email) without delay.

5. Your Obligations under this Agreement

5.1 Configuration and Use of the Service

- 5.1.1 You are responsible for configuring your device so that it may properly use an eSIM Profile and any Data Plans in compliance with any regulations and applicable instructions issued either by 1GLOBAL or the device supplier. You acknowledge that Data Plans are not intended for content storage, and that you are responsible for retaining copies of any content transmitted.

5.2 Your Obligations to 1GLOBAL

- 5.2.1 You agree, represent, and/or warrant that you:
- a) are not located in, ordinarily resident in, or accessing an eSIM Profile or Data Plan from a country or territory subject to trade sanctions or embargoes imposed by the United States, the European Union, or other applicable authorities;
 - b) are not listed on any sanctions, prohibited, or restricted party lists maintained by the United States, the European Union, or other relevant governmental authorities;
 - c) will use the eSIM Profile and all Data Plans in compliance with this Agreement and in compliance with 1GLOBAL's [Acceptable Use Policy](#) and [Fair Use Policy](#);
 - d) will not use an eSIM Profile or a Data Plan for any fraudulent or unlawful purposes, nor use any eSIM Profile or Data Plan to send any communication which is of an abusive, obscene, harassing or menacing nature;
 - e) will not use an eSIM Profile or Data Plan to commit or facilitate the commission of a crime, or other unlawful act;
 - f) will not act in any way that may affect or impair the operation of any network used or operated by 1GLOBAL;
 - g) will not send or upload anything that infringes third-party intellectual property rights;
 - h) are solely responsible for all content, information, and communications transmitted using a Data Plan.
 - i) will only use eSIM Profiles and Data Plans for your own personal use, for the purposes, and in the manner expressly permitted by this Agreement;
 - j) will not sell, resell, lease, sub-lease any eSIM Profile or Data Plan;
 - k) will only use eSIM Profiles and Data Plans in accordance with all applicable laws and regulations of your home nation, the country in which you reside, or the country in which you are present whilst using the eSIM Profile and Data Plan;
 - l) will provide 1GLOBAL with whatever proof of identity 1GLOBAL may reasonably request; and
 - m) will comply with all reasonable security procedures and standards 1GLOBAL may communicate to you from time to time.

5.3 **Lost or Stolen Devices**

- 5.3.1 You must inform 1GLOBAL immediately if the Device on which the eSIM Profile and Data Plan are activated is lost or stolen and you will remain responsible for usage of the eSIM Profile and any Data Plans on the Device until you do so. If your device is lost or stolen, please e-mail 1GLOBAL at help@1global.com. 1GLOBAL will take all reasonable action to cancel the provision of the Data Plans and any associated eSIM Profiles on any stolen or lost Device within seventy-two (72) hours of notification and subject to verification. You should use the contact method provided by the Partner if you purchased your Data Plan via one of 1GLOBAL's Partners.

6. **Suspension and Termination of the Agreement**

6.1 **Suspension or Termination by 1GLOBAL**

- 6.1.1 1GLOBAL may suspend or terminate this Agreement, in whole or in part, immediately, where necessary:
- a) to comply with law (including court order, order by a governmental authority or other regulatory body);
 - b) to prevent fraud or misuse (if 1GLOBAL receives a credible complaint, notification, or report alleging misuse, abuse, or unauthorized use of eSIM Profiles or Data Plans, 1GLOBAL may suspend your use pending a reasonable investigation);
 - c) to protect the security or integrity of 1GLOBAL's or any of 1GLOBAL's third-party supplier's networks;
 - d) due to unavoidable operational, technical, security, or emergency circumstances affecting the provision of the eSIM Profile or any Data Plans;
 - e) where you are in material breach of this Agreement or any policies expressly incorporated into this Agreement and applicable at the time of purchase;
 - f) you fail to provide information or documentation required to comply with applicable legal or regulatory obligations, including identification or know-your-customer requirements; or
 - g) you breach any representation or warranty you give in section 5.2 of this Agreement.
- 6.1.2 In any such circumstances, no refund or compensation shall be payable in respect of any unused Data Plans, subject to any mandatory rights under applicable law. 1GLOBAL will, where practicable, give you notice and a reasonable opportunity to remedy your breach before termination where your breach is capable of remedy.
- 6.1.3 1GLOBAL will restore access to your eSIM Profile and any Data Plan once the circumstances giving rise to the suspension have been resolved or no longer apply where reasonably practicable.

6.2 **Termination by you**

- 6.2.1 You may terminate this Agreement where 1GLOBAL is unable to provide the Data Plan to you or is in material breach of this Agreement, for reasons not attributable to you. You may request a proportionate refund for any unused Data Plans you purchased in such cases, subject to applicable law.

7. Warranty and Service Limitations

7.1 No Additional Warranties and Statutory Consumer Rights

- 7.1.1 1GLOBAL does not provide any additional warranties or representations in relation to its eSIM Profiles or the Data Plans it offers beyond those expressly set out in this Agreement, except to the extent required by applicable law. Nothing in this Agreement excludes or limits any statutory rights relating to conformity, performance, or remedies that cannot be excluded under applicable consumer law. This Agreement is in addition to, and does not affect, any mandatory statutory rights or remedies available to you as a consumer under applicable law.

8. Monitoring and Use of Service Data

8.1 Monitoring for Operational and Legal Purposes

- 8.1.1 1GLOBAL may monitor, collect, and process information relating to your use of the eSIM Profile and Data Plans to the extent reasonably necessary to (a) operate, administer, maintain, secure, and improve 1GLOBAL's services, (b) detect, investigate, and prevent fraud, misuse, or unauthorised activity, or (c) comply with applicable legal, regulatory, or contractual obligations.

8.2 Disclosure of Information

- 8.2.1 Information processed in accordance with this clause may be disclosed where required by applicable law or lawful request, to competent governmental, regulatory, or law-enforcement authorities, or where necessary to protect the security, integrity, or operation of 1GLOBAL's networks or those of its service providers. Any such disclosure shall be carried out in accordance with applicable data protection, privacy, and confidentiality laws.

8.3 Liability

- 8.3.1 Nothing in this Agreement limits or excludes 1GLOBAL's liability that cannot be limited or excluded under applicable law except that 1GLOBAL's liability in respect of eSIM Profiles and Data Plans shall be limited to losses that were reasonably foreseeable at the time of purchase.
- 8.3.2 To the maximum extent permitted by applicable law, 1GLOBAL shall not be responsible for the deletion, corruption, or failure to store any content transmitted using an eSIM Profile or any Data Plan, including where such loss arises from network transmission, device limitations, or other technical factors beyond 1GLOBAL's reasonable control.

9. Changes to this Agreement

- 9.1 1GLOBAL reserves the right to change this Agreement and will provide you notice directly or through 1GLOBAL's Partners of any variations to it. You are free to terminate this Agreement upon receipt of such notice, subject to the following exceptions: (a) where such variation is exclusively to your benefit; (b) where such variation is of a purely administrative nature, or (c) where such variation is imposed by

applicable laws.

- 9.2 1GLOBAL will post the updated Agreement on its website or within 1GLOBAL's Partner's application once the notice period expires. You will be deemed to have accepted the variation if you continue to use a Data Plan once the new Agreement is available to you via 1GLOBAL's website or from 1GLOBAL's Partners.

10. Complaints

- 10.1 You may contact 1GLOBAL through the customer support channels available at <https://support.jira.1global.com/servicedesk/customer/portals> or by email at help@1global.com if you have any complaints or feedback about your experience with 1GLOBAL's services. You may also use the contact method provided by the Partner if you purchased or received your Data Plan through one of 1GLOBAL's Partners.
- 10.2 1GLOBAL maintains a Code of Practice for Complaint Handling, which describes how complaints are managed and the steps available to customers to escalate a complaint where it cannot be resolved through customer support. The Code of Practice is available at <https://www.1global.com/legal/complaints-code>.
- 10.3 Where required by applicable law, the Code of Practice also provides information about relevant consumer dispute resolution mechanisms and competent regulatory authorities.

11. Governing Law and Legal Compliance

- 11.1 This Agreement shall be governed by Dutch law and shall be subject to the jurisdiction of the Courts of Amsterdam.
- 11.2 You will not lose the standard of protection specified by your mandatory national consumer law due to the governing law and venue provided above. If you are acting as a consumer, you are entitled to submit to the courts of your country of residence provided that if 1GLOBAL wishes to enforce any of its rights against you as a consumer, 1GLOBAL may do so only in the courts of the jurisdiction where you reside.