

1GLOBAL Terms and Conditions for Travel eSIM

Effective Date: 16 July 2025

1. E-SIM Service

1.1 These are the terms and conditions for the supply of data services ("**Services**") provided by 1GLOBAL Germany Operations GmbH ("**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 Germany Operations GmbH, registered at Mergenthalerallee 79-81, 65760 Eschborn, Germany, commercial register number HRB 115453, +49 152 900 007 07 help@1GLOBAL.COM.

1.3 A copy of these terms is available at 1global.com/legal/n26/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.

2.2 To start using the Service, you must activate the eSIM on your device once the purchase is completed. The Service will commence when your device connects to the network in a covered country. The validity of your plan depends on the specific data 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.

2.3 You can only use the Services if you also have an active N26 bank account. If your N26 bank account is closed, then any data plan that was already activated will continue to operate until its validity expires. Any data plan that has not been activated will be automatically cancelled and reimbursed.

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

2.5 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 data services 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 data will be detailed at the time of purchase. Unused Services expire at the end of the service 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 1global.com/privacy-policy

Suspension

3.6 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.

3.7 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 non-payment;
- Pending the outcome of an investigation following receipt of a complaint made against you, including allegations of threatening, harassing, or abusive messages or 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.

Monitoring

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

Emergency Services

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

3.10 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

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:

- Use the Services for fraudulent or illegal purposes;
- Resell or commercially exploit the Services;
- Harm the network.

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.

4.3 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.

4.4 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.

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

Lost or Stolen Device

4.6 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

4.7 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 modify or increase the charges for the Services at any time for future purchases. Such changes will not affect Services already purchased.

6. Payment and Refund Policy

6.1 You agree to pay all charges for the Services purchased. This Service operates on a pre-purchase basis. You are required to pay for the Services before we make them available to you. Charges are billed in advance. Service access will be suspended upon depletion of your data plan or expiration of the service 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 Each session of data usage which you undertake will be rounded up to the nearest kilobyte.

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

6.5 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 The Agreement runs until depletion of your data plan or expiration of the service period.

7.2 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.

7.3 Both parties reserve the right to 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 plan upon termination; any claims for damages remain unaffected. 1GLOBAL is entitled to terminate this Agreement in particular, if:

- you misuse 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.

- your N26 bank account is closed, subject to clause 2.3.

7.4 If you are a consumer, you may withdraw from the contract within 14 days of the date of its conclusion by providing notice of withdrawal in text form by emailing support@n26.com (you can use our [cancellation form](#), but it's not obligatory). You may also contact us via other channels. If you request that the Services begin during the 14-day withdrawal period, and we begin providing them, you may still withdraw from the contract within that period. However, we reserve the right to charge you for any use going beyond what is necessary to establish the nature, characteristics, and functioning of the Services.

7.5 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.

7.6 We may terminate this Agreement 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 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.

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

10. Service Disruption and Remediation

10.1 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.

10.2 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.

10.3 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 10.3.

10.4 The customer's right to demand compensation in excess of the compensation in accordance with this Section 10.3 shall remain unaffected. The compensation shall be offset against any such damage; any such damage shall be offset against the compensation.

10.5 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 10.3 Sentences 4 and 5 shall apply accordingly.

10.6 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.

11. Governing Law and Competent Courts

11.1 This Agreement shall be governed by and construed in accordance with the laws of Germany. In case of litigation between 1GLOBAL and a Consumer with a place of residence in the European Union, the Consumer can nevertheless rely on mandatory ("Public Order") provisions of the national law of its country of residence.

11.2 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.

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

11.4 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