

## Electronic-SIM (“E-SIM”) Terms and Conditions

July 1, 2025

### 1. E-SIM service

1.1 These are the terms and conditions for the supply of voice and/or data services (“Services”) provided by 1GLOBAL (“we”, “us” and “our”) to you the end user (“you” and “your”). Your purchase and use of these Services is subject to these terms and conditions (“Agreement”).

| End User Country      | Contracting Entity                                                                                                                                                                                                      |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Australia</b>      | TP Operations Australia Pty Ltd, a company registered in Australia, with company registration number 13156361867, 616 Harris St, Ultimo NSW 2007, Australia.                                                            |
| <b>France</b>         | 1GLOBAL Operations (France) SARL, a limited liability company registered in France under number 837 560 275, having its registered office at 29 RUE DU PONT 92200 NEUILLY-SUR-SEINE, VAT number FR15837560275.          |
| <b>Germany</b>        | 1GLOBAL Operations (Germany) Gmb, having its registered office at Mergenthalerallee 79–81, 65760 Eschborn, commercial register number HRB 115453.                                                                       |
| <b>Italy</b>          | TP Italy Operations S.r.l., having its registered office at Via Melchoirre, Gioia 8 20124, Milano, Italy, commercial register number 10242080967                                                                        |
| <b>Japan</b>          | TP Hong Kong Operations Limited – Japan Branch, registered in Japan and with registered address at Nihonbashi 3 Chome Square 11F, 3-9-1 Nihonbashi, Chuo-ku, Tokyo.                                                     |
| <b>Mexico</b>         | TP Americas Mexico, S.A., registerd in Mexico and with registered address at Bosque De Durazos 69, Torre A 1101-C, Colonia Bosques De Las Lomas, C. P. 11700, Ciudad De Mexico, commercial register number N-2021046707 |
| <b>Poland</b>         | TP Poland Operations Sp. z o.o. having its registered office in Warsaw, Al. Jerozolimskie 123 A, 02-017 WARSAW, KRS: 0000286943, REGON: 220473892, NIP 5851435278.                                                      |
| <b>Singapore</b>      | TRU APAC OPERATIONS PTE. LTD., a company registered in Singapore, having its registered office at 80 ROBINSON ROAD, #02-00, SINGAPORE, 068898, registration number 201011240W.                                          |
| <b>Spain</b>          | 1GLOBAL Ops (Spain) S.L., having its registered office at Calle María Tubau, 3, 1ª Planta 28050, Madrid, CIF B85923829.                                                                                                 |
| <b>United Kingdom</b> | TP Global Operations Limited, registered in England and Wales, at 109 Farringdon Road, London, EC1R 3BW, United Kingdom, VAT No. GB 418425009, Company Registration Number 14109189.                                    |
| <b>United States</b>  | 1GLOBAL OPERATIONS (US) INC, a company registered in the United States of America, with its registered address at 4819 Emperor Blvd, Suite 400 Durham, NC 27703.                                                        |

Contracting Entity for End User

1.2 When you purchase our Services, you are entering into a contract with 1GLOBAL Operations (Netherlands) B.V., a company registered in the Netherlands, having its registered office at Proostwetering 41, 3543 AC, Utrecht, registration number 52715469, VAT number NL850565558B01, unless you are based in one of the countries listed in the table below, in which case, you are contracting with the Contracting Entity for your country. All references to 1GLOBAL in this Agreement shall be understood to include the relevant Contracting Entity in your country. 1GLOBAL is a trading name of 1GLOBAL Operations (Netherlands) B.V. and its affiliates.

1.3. A copy of these terms and conditions should be retained for future reference and it is your responsibility to periodically check at <https://www.betterroaming.com/legal/> to ensure you are familiar with any changes or updates to these terms and conditions. A copy of this document is available to you in a durable format, allowing you to download and save it for your future records.

1.4. If you do not wish to be bound by these terms and conditions, then you should not purchase or use the BetterRoaming Service.

## 2. Main Characteristics of the Data Plans

2.1 1GLOBAL E-SIM plan provides users with the ability to activate and use mobile services on compatible devices without the need for a physical SIM card. Key features of the plan include:

Data allowances: Specific data limits will be clearly defined at the time of purchase.

Service limitations: Certain devices may not support the E-SIM functionality. Customers are advised to check device compatibility before purchase.

2.2 1GLOBAL will provide the E-SIM activation details immediately after successful purchase and payment. The Service will be delivered digitally, and users can activate it directly through 1GLOBAL or, if the E-SIM data plan is purchased through an agent, via the 1GLOBAL agent's application.

Delivery method: Direct in-app activation.

Estimated time to supply: Activation is typically instant.

Performance: 1GLOBAL ensures that the E-SIM service is supplied as described, subject to technical limitations and device compatibility.

### 3. Commencement and duration

This Agreement is effective from the earlier of

a. you complete the purchase of our Services;

b. you are given access to the network;

and shall continue in full force and effect until properly terminated by you or by us as permitted by this Agreement.

### 4. Service

4.1. We shall provide you with data services based on the capabilities of our E-SIM. The E-SIM includes an electronic profile which will be downloaded to your device as part of activating the Service.

4.2. The volume of data available for the operation of the Services will be made clear to you during the process of purchasing or topping up the Services. The Services will be available to you for the period specified at the time of purchase. When that period expires, any remaining Services will be lost and no refund will be payable for those unused Services. Our Services under this Agreement are provided on a pre-purchase basis only.

4.3. You agree that the quantity of your remaining data services\, as displayed on the BetterRoaming Mobile Data Account page (Settings > Mobile (or Cellular) Data > Manage BetterRoaming Account)\, is conclusive.

#### Availability

4.4. The Services are provided on an "as is" and "as available" basis. We do not warrant or guarantee a fault free Service and give no warranties or guarantees as to network coverage, quality or availability. We shall take all reasonable steps to make the Service available to you at all times, contingent upon our and/or our service provider's ability to maintain network capacity and connection availability.

4.5. In the event of a fault, upon becoming aware of the fault or upon receipt of notice of the existence of such a fault by you, we shall use reasonable efforts to promptly correct the fault.

4.6. We reserve the right to choose our network operators and technology partners as we deem appropriate and to provide access to the Service in any manner we deem in the best interest of our business requirements. In this regard you hereby consent to us disclosing and using any of your personal data for the provision of the Service. Any such use of your personal data will be subject to the terms of our Privacy Policy which can be found at <https://www.betterroaming.com/>.

#### Roaming

4.7. Your use of the Service whilst Roaming may be subject to different laws and regulations. We will not accept any liability for your failure to comply with those laws or regulations. In addition, using the Service whilst Roaming may incur higher charges in the country where you are Roaming which could decrement your data bundle at a quicker rate.

4.8 The ability to roam with the Service is limited to periods of up to 90 days in any country. It is not intended for users roaming on a semi-permanent or permanent basis. If you use the service in any single country, even sporadically, over a period of more than 90 days, we will be entitled to immediately suspend your service.

## Suspension

4.9. From time to time we may be required to upgrade, modify or maintain the Service. On such occasions the Service may be temporarily unavailable, however, we will endeavour to keep such disruption to a minimum and notify you in advance when possible, including by posting a message on [betterroaming.com](http://betterroaming.com).

4.10. We reserve the right to suspend the Service without giving you notice where:

a. we have reason to believe you are in breach of the conditions of usage (clause 5 below) or any of our policies notified to you on [www.betterroaming.com](http://www.betterroaming.com)

b. pending the outcome of an investigation following receipt of a complaint made against you.

c. you fail to provide us with the necessary information as required for satisfying a regulatory requirement (such as know your customer identification verification) in any jurisdiction you wish to travel to and use the Service.

d. we have reasonable cause to suspect that you have obtained access to the Services fraudulently or unlawfully.

e. we are obliged to comply with an order\, instruction or request of any government\, regulatory\, or emergency services organisation\, or other competent administrative authority.

f. in order to prevent damage or degradation of our or our contracting party's network integrity which may be caused by you or anyone using your access.

g. for operational reasons or in an emergency or for security reasons.

## Monitoring

4.11. We may monitor the Service and disclose information gained from such monitoring in order to satisfy any law\, regulation or other governmental request\, to operate and administer the Service\, or to protect us or our other customers.

## 5. Purchasing the Service

5.1. On purchasing the Service we will remotely enable you with an E-SIM. The E-SIM will remain on your device even after you have consumed all of the Services which you have purchased.

5.2. The Service shall commence immediately following activation of the E-SIM so that the Service is operationally available for your use ("Activation").

## 6. Your obligations

## Use

6.1. You agree that you shall use the Service in compliance with this Agreement and that you are responsible for all use of the Service. Please refer to [betterroaming.com](http://betterroaming.com) for our current Acceptable Use Policy and Fair Use Policy.

6.2. You shall be responsible for configuration of your device so that it may properly make use of the Services in compliance with any regulations and applicable instructions issued either by us or the supplier of the device.

6.3. You must:

a. not use the Services for any fraudulent or unlawful purposes nor use the Services to send any communication which is of an abusive\, obscene\, harassing or menacing nature;

b. not use the Service to commit or facilitate the commission of a crime\, or other unlawful act;

c. not act in any way\, which may affect or impair the operation of any network used or operated by us;

d. not send or upload anything that infringes 3rd party intellectual property rights (unless you have permission);

e. only use the Service for your own personal use and must not sell\, resell\, lease\, sub-lease or otherwise deal commercially with the Services;

f. only use the Service for the purposes and in the manner expressly permitted by this Agreement;

g. only use the Services 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 Service;

h. provide us with whatever proof of identity we may reasonably request;

6.4. It is your responsibility to delete the E-SIM from your device before you pass it to another person. If you fail to do so, the balance of your pre-purchased Services will be useable by that person. You can delete the E-SIM by going to “Settings”, then “General”, then “Reset” and tapping “Erase all Content and Settings” and include resetting of “Data Plans” when prompted.

6.5. You must comply with all reasonable security procedures and standards with respect to the Service. We may communicate security issues to you from time to time when abuse or misuse is observed or reported by others along with general information related to the provision by us of the Service by any means, including via [www.betterroaming.com](http://www.betterroaming.com).

#### Lost or stolen device

6.6 You must inform us immediately if the device on which the Services are activated is lost or stolen and you will remain responsible for usage of the Services on the device until you do so. If your device is lost or stolen, please e-mail us at [support@betterroaming.com](mailto:support@betterroaming.com). We will take all reasonable action to cancel the provision of the Services on any stolen or lost device within 72 hours of notification and subject to verification of account. If you have purchased your connectivity service via one of our partners, you should use the contact method provided by our partner.

#### Content

6.7 You are solely responsible for all content, information and communications transmitted using the Service and agree that we have no responsibility for the deletion, corruption or failure to store any content transmitted using the Service.

### 7. Intellectual Property in the Services

7.1 All technology, intellectual property and documentation relating to the Services shall remain our property. On purchasing the Services, we grant you a revocable, conditional, non-exclusive, non-assignable, non-sub-licensable license to use the Services.

## 8. Charges

8.1 The charges associated with the data bundle(s) purchased for the Service are available to you before you purchase the Service and by purchasing the Service you agree to the application of those charges. We reserve our right to increase or make any other change to the charges for the Services which you have purchased at any time by publishing any changes on <https://www.betterroaming.com/> or otherwise giving you notice.

## General

8.2 The charge to be paid for the purchase of the Services are inclusive of value-added tax and any other similar sales taxes, duties or levies imposed by any authority, government or governmental agency.

## 9. Payment and Refund Policy

9.1 This Service operates on a pre-purchase basis. You are required to pay for the Services before we make them available to you. Payment may be taken from you by an authorized agent of 1GLOBAL. We have no obligation to refund any payments made in advance except as set out elsewhere in these terms and conditions or as we are required to do under the relevant consumer law. Where we offer to provide you with free Services or other special offer Services no cash alternative will be given.

9.2 As you use the Services the balance of remaining purchased voice minutes, SMS or data bundle available to you will be decremented according to your usage of each Service. Note that inbound voice calls (i.e. call received) when you are in the EEA from callers within the EEA are not decremented.

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

9.4 Each outbound voice call, made within the EEA to numbers within the EEA will be 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 from outside of the EEA are decremented and are rounded up to the nearest minute.

## 10. Termination of the Service and right to cancel

By us

10.1 We reserve the right to terminate this Agreement and cease supplying the Services in the event that you materially breach any of this Agreement's terms and conditions. We shall not be required to refund you any amount for your unused data bundle relating to the Services at the time of termination.

By you

10.2 You have the right to cancel this contract within 14 days of entering the Agreement without giving any reason, provided you send us notification of termination in accordance with clause 9.3:

(a) If you have commenced the use of the Services within 14 days of entering the Agreement (i.e. during the cooling off period), you will be taken to have explicitly requested that we provide the Services. In that case, we will provide to you a refund

of the proportionate value of the unused Services if you terminate the Services within that 14-day period; or

(b) at any time because we are no longer able to provide the Services to you and the inability to provide the Services is unrelated to any action by you, you may request that we provide to you a refund of the proportionate value of the unused Services, otherwise termination of the Services will not entitle you to a payment of any amount.

(c) in the case of 9.2(a) or (b), your refund will be initiated without undue delay and in any event not later than 14 days from the day on which we are informed of your decision to cancel this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such refund.

10.3 To terminate this Agreement, you may email [support@betterroaming.com](mailto:support@betterroaming.com) from the email address which have provided at the time of entering the Agreement and giving us your name and email address. You may use our cancellation form, but it is not obligatory. You can also electronically fill in and submit the model cancellation form or any other unequivocal statement on our website [support@betterroaming.com](mailto:support@betterroaming.com). If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay. You can find our cancellation form at the following address Cancellation Form. If you have purchased your connectivity service via one of our partners, you should use the contact method provided by our partner. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

10.4 Where you have fully utilised the Services which you have purchased or when the time period associated with your Services has expired, you will no longer be able to use the Services unless and until you make a further purchase of Services.

## 11. Liability

11.1 This clause sets out the entire financial liability of us to you (including any liability for the acts or omissions of our employees, agents, consultants and subcontractors) in respect of:

- (a) the provision of the Services;
- (b) any breach of the Agreement;
- (c) any use made by you of the Services;
- (d) any representation, statement, or tortious act or omission (including negligence) arising under or in connection with the Agreement.

11.2 All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Agreement.

11.3 Nothing in this Agreement shall limit or exclude our liability to you:

- (a) for death or personal injury caused by our negligence;
- (b) for fraudulent misrepresentation;
- (c) for any other liability that may not, under English law, be limited or excluded;

Subject to this, in no event shall we be liable to you for any indirect or consequential losses incurred by you, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses.

11.4 Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement, including the provision of the Services, shall be strictly limited to the aggregate value of the

payments which you have made to us during the preceding 12 months for the Services.

11.5 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations or provision of the Services (i) where such delay or performance failure is due to any of your acts or omissions, where you have provided incorrect data or information; or (ii) network failure, network outage, network congestion, power failures; or (iii) that is caused by events outside our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party) Act of God, war, terrorist activity, malicious damage, compliance with any law or governmental order or default of suppliers or subcontractors.

11.6 1GLOBAL shall have no liability to you for any costs, or charges or penalties incurred by you for failing to comply and satisfy any regulatory requirement of a country prior to using the Services in that country.

11.7 You acknowledge that in the event of any third party claim that any sub-licensed application of a licensed application third party provider in your possession when used as part of the Services infringes a third party's intellectual property rights, we will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim provided you have notified us immediately on receipt by you of such an infringement notice if you have been notified that you are infringing a third party's intellectual property by using the Service.

11.8 You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. If it is established that you are in breach of this warranty then we shall have the right to immediately terminate the Services and no amount will be payable to you in respect of any unused Services.

11.9 Your liability:

You shall be liable for any damages of any kind caused to us, our networks or systems, or any third parties by your use or misuse of the E-SIM or the Services, or by any other persons whomsoever or on any device whatsoever, even in the event of

loss or theft and you will be responsible to compensate us for any damage you or they cause, including minor faults.

## 12. Changes to these terms and conditions and the Services

12.1 We reserve the right to change the terms and conditions of this Agreement from time to time and make changes to the Service or any promotion or charges relating to the Services at any time.

12.2 We shall give you notice of any such changes and you agree that an appropriate publication on the Website is an acceptable notice.

12.3 We will give You 30 days' written notice by e-mail if we have to do this by a durable medium prior to the date of implementation. If we fail to do so, you will be entitled to terminate the Agreement without incurring any further costs during the termination period. The new terms and conditions will automatically apply to You once any notice period has run out.

## 13. Governing Law and Legal Compliance

13.1 This Agreement shall be governed by English law and shall be subject to the jurisdiction of the English Courts, provided that, if you live in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there.

13.2 Despite the governing law provided above, you may be subject to various rules, regulations and laws which may also apply to you in the country in which you use the Services, in particular where you choose your home country to be a country other than the United Kingdom.

## End Users located in the European Union

13.3 If you are a consumer located in a European Union country, you will not lose the standard of protection specified by your mandatory national consumer law. If you are acting as a consumer, you agree to submit to the non-exclusive jurisdiction of the English and Wales courts or to the courts of your country of residence provided that if 1GLOBAL wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident.

13.4 Subject to the terms of our Privacy Policy we may be required to collect further personal information from you in order to satisfy our compliance with any legal or regulatory compliance requirement. If we request such information from you and indicate that this is for legal or regulatory compliance, then you agree that you shall provide us with the requested information and not provide us with false or misleading information.

## 14. Complaints

14.1 If you have any complaints or feedback about the Service you should send that to [support@betterroaming.com](mailto:support@betterroaming.com) or to our service desk <https://support.jira.1global.com/servicedesk/customer/portals> If you have purchased your connectivity service via one of our partners, you should use the contact method provided by our partner.

14.2 If you are a consumer based in the European Economic Area, you can access the European Commission's online dispute resolution platform here: <http://ec.europa.eu/consumers/odr>. Please note that 1GLOBAL is not committed nor obliged to use an alternative dispute resolution entity to resolve disputes with consumers.

## 15. Privacy

15.1 We take our customers' privacy seriously. Please read our Privacy Policy for full details and which can be found at [www.betterroaming.com](http://www.betterroaming.com). Whilst we respect the privacy of our customers, the Service may be subject to interception by law enforcement agencies and bodies. We may be compelled to disclose your personal details where we are required to do so by a valid order of an authorised governmental representative or court order.

15.2 By registering for the Services you consent to us transferring your personal data to countries which do not provide the same level of data protection as the United Kingdom if we deem it necessary for the provision of the Services.

## 16. Miscellaneous

16.1 All licenses not expressly granted in this agreement are reserved and no other licenses, immunity or rights, express or implied are granted by us, by implication, estoppel, or otherwise. This agreement does not grant you any rights to use any trademarks, logos or service marks belonging to us whatsoever.

16.2 All notices given by you to us must be in writing (fax, email, letter or text) to the addresses set out in these terms and conditions.

16.3 Failure to enforce any of our rights under these terms and conditions does not result in a waiver of that right.

16.4 We reserve the right to assign rights and duties contained in these terms and conditions to a third party.

16.5 You acknowledge and agree that any Licensed Application Third Party Provider are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, such Licensed Application

Third Party Provider(s) will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

16.6 If any provision of these terms and conditions are found to be unenforceable, all other conditions shall remain unaffected.

16.7 These terms and conditions and any documents expressly referred to in them or provided to you at the time of taking out or accepting the Services, represent the entire agreement between us and you in relation to the subject matter of any contract entered into for the Services. We are required to advise you that contracts may be concluded in English only and that no public filing requirements apply.

16.8 By purchasing and using the Services you acknowledge that you have read these terms and conditions and understand them and agree to be bound by them.

16.9 These terms and conditions may be subject to change from time to time according to clause 11 and the most up to date version is published at [www.betterroaming.com](http://www.betterroaming.com). Where there is a conflict between any terms and conditions published in printed media and the Website terms and conditions, the Website terms and conditions will prevail. Please periodically check the Website for the most up to date terms and conditions that may apply to you.