TELGEA – TERMS OF SERVICE

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0. Definitions

"Telgea" means the provider of the mobile connectivity Service described in these Terms.

"Partner" means the partner the consumer signed up through.

"End User" means the consumer who contracted the Service.

"Service" means the mobile connectivity services provided by Telgea, including voice, messaging, data, roaming, SIMs, eSIMs, associated numbers, and any related service management tools.

"Service Plan" means the plan, tariff, bundle, allowance, pricing, and any limitations applicable to your subscription, as described in your contract summary or order confirmation.

"Coverage Area" means the geographic areas where the Service is available, including permitted roaming regions.

"Device" means the phone, wearable, or other compatible hardware used with the Service.

"Third-Party Connectivity Providers" means the mobile network operators and infrastructure providers used by Telgea to deliver connectivity.

1. Introduction

These Terms of Service ("Terms") govern your use of the Service provided by Telgea ("Telgea", "we", "our", "us"). By activating, accessing, or using the Service, you agree to be bound by these Terms.

The Service may be offered to you through a third-party brand, reseller, or device manufacturer (each a "Partner"). Regardless of how you access the Service, **your contract for mobile connectivity is always with Telgea, not with the Partner.**

These Terms form the full agreement between you and Telgea, together with:

- your Service Plan or contract summary,
- any applicable Fair Use Policy or Acceptable Use Policy, and
- any additional service-specific terms we provide.

If you do not agree to these Terms, you must not use the Service.

2. Service Description

Telgea will provide the Service according to your Service Plan. The Service enables you to use data, make and receive calls where included, and send or receive messages where included.

The Service relies on Third-Party Connectivity Providers, so **coverage, speeds, and performance may vary**. Service availability is not guaranteed in all locations.

An Account Portal may be provided for managing your plan, viewing usage, or purchasing add-ons. Features may vary by Partner or plan.

Telgea may modify, suspend, or discontinue parts of the Service when necessary (e.g., regulatory changes, network adjustments, fraud prevention). Where changes materially affect your Service, you will receive notice as required by law.

Your Device must be compatible, carrier-unlocked if required, and updated. Telgea is not responsible for Device functionality or compatibility, including Devices supplied by Partners.

eSIM activation may require an internet connection or QR scan. Partial or incomplete activation may limit service availability.

3. Eligibility

To enter into a contract for the Service, you must be at least 18 years old. A minor may use the Service under your supervision, but **you remain fully responsible for all usage**.

You must provide accurate information and keep it up to date. You are responsible for all activity on your SIM/eSIM and Device, including activity by minors or other users.

You must follow these Terms, your Service Plan, and any usage policies. Telgea may suspend the Service if you breach the Terms or if information you provide is inaccurate or fraudulent.

4. Charges, Billing and Payment

4.1 Prepayment

The Service is provided on a **prepaid basis**. You must maintain an active paid plan or balance for the Service to function.

4.2 Over-Usage Protection

If usage exceeds your plan allowances or occurs in non-included regions, Telgea may automatically **pause, restrict, or block** the relevant service to prevent further charges.

You remain responsible for usage incurred prior to suspension.

4.3 Plan Renewal

Plans may renew automatically. Renewal prices may change going forward and will be communicated when required by law. **Price changes never apply retroactively.**

4.4 Fraud and Risk

Telgea may conduct fraud-prevention checks and may suspend the Service if risky or suspicious activity is detected.

4.5 Billing Accuracy

Telgea may correct billing errors at any time, including after charges have been applied, in accordance with applicable law.

4.6 Payment Information

You must keep your payment method valid. Failed payments may result in suspension.

5. Fair Use, Usage Limits and Suspension

Allowances must be used within the applicable period and do not roll over unless stated.

Telgea may monitor usage for excessive, abnormal, or harmful patterns (e.g., unauthorized tethering, machine-to-machine activity, unusual roaming, or abnormally high consumption). The Service may be paused or restricted to protect the network.

Prohibited uses include unlawful activity, spam, nuisance calls/messages, commercial reselling, or actions harming the network or other users. You are responsible for minors' compliance.

Device software and carrier settings must be kept updated. Failure to do so may impact Service functionality.

Telgea may suspend or restrict service immediately if:

- Terms are breached,
- usage presents security or fraud risk,
- or account activity appears abnormal or harmful.

6. Number Porting

6.1 Porting In

Telgea will assist with porting your number from another operator, but timing depends on other carriers.

6.2 SIM/eSIM Activation

Activation requires following instructions and using a compatible, updated Device.

6.3 Compatibility

You are responsible for Device compatibility and updates.

6.4 Transfer Between Devices

You may move your SIM/eSIM to another compatible Device unless your plan prohibits it.

6.5 Loss or Theft

Notify Telgea immediately if your Device/SIM/eSIM is lost or stolen so we can suspend the Service. You remain responsible for usage until we are informed.

6.6 Porting Out

To keep your number when switching providers, you must initiate a port-out request **before** your plan ends.

If your plan expires or is terminated before the port is completed, **your number may be lost and cannot be recovered**.

Telgea is not responsible for failed port-outs when service is inactive.

7. Suspension and Termination

You may cancel at any time. Cancellation takes effect at the end of your current prepaid period.

Telgea may suspend or terminate if:

- you breach Terms,
- usage poses fraud or network risk,
- information is inaccurate, or
- payment cannot be collected.

Upon termination:

- the SIM/eSIM may be deactivated,
- numbers may be lost unless ported beforehand,
- prepaid balances/allowances are forfeited unless required otherwise by law.

  Reactivation is not guaranteed.

8. Consumer Rights and Withdrawal

Consumer rights depend on your country. Mandatory local consumer laws override these Terms where applicable.

The **Country-Specific Appendix** details local withdrawal rights, emergency service limitations, roaming rules, and dispute resolution procedures.

9. Liability and Disclaimers

The Service is provided on an “as available” basis. Coverage and performance vary by location and Device.

Telgea is not liable for:

- indirect or consequential losses,
- loss of profits or data,
- outages or roaming issues,
- Device compatibility or performance,
- or events outside our control.

Where allowed, Telgea’s total liability is limited to the amount you paid in the **previous 12 months**.

Nothing excludes liability where prohibited by law.

10. Data Protection & Privacy

Telgea processes your data to provide and manage the Service.

Details are in the **Telgea Privacy Policy**, which forms part of these Terms.

If you bought the Service through a Partner, limited data may be shared to activate and support your plan. Partners may have their own privacy policies.

Your data may be processed in other countries with appropriate safeguards.

You may have rights such as access, correction, deletion, or portability depending on your country.

11. Mandatory Telecom Disclosures

Emergency calls may not work without coverage, with depleted battery, with inactive SIM/eSIM, or in unsupported regions.

Roaming availability varies and may be blocked in certain countries.

Numbering, portability, and regulatory obligations apply as per local telecom laws.

12. International Use

You may use the Service abroad only where your plan includes roaming.

Roaming may incur charges and is not guaranteed.

You must follow local laws when using the Service abroad.

Long-term use outside your permitted region (permanent roaming) may result in restrictions.

13. Complaints and Dispute Resolution

Support may be handled first by a Partner, but Partners may escalate issues to Telgea.Unresolved complaints may be escalated according to local rules listed in the Appendix.

These Terms are governed by **Swedish law**, except where mandatory local consumer laws apply.

14. Changes to the Terms

Telgea may update these Terms. Material changes will be communicated as required by law. If you disagree, you may cancel before changes take effect. Some changes (e.g., legal, security) may take effect immediately.

Continued use means acceptance.

15. General Provisions

You may not assign your rights without consent. If any provision is invalid, the rest remains effective. Not enforcing a right is not a waiver. Notices may be sent via email, SMS, portal, or through your Partner.

These Terms are the complete agreement.

Sections that should survive termination will do so.

COUNTRY-SPECIFIC APPENDIX

A. EU COUNTRIES

A1. Withdrawal (14 Days) — eSIM Activation Ends Withdrawal Right

You have 14 days to withdraw unless you start using the Service.

Installing, downloading, activating, or beginning the activation of the eSIM counts as "using the Service."

Even partial activation ends the withdrawal right.

Once eSIM activation begins, you **lose the right to a full withdrawal** and may owe the full prepaid period.

If you do not begin activation, you may withdraw within 14 days without charge.

A2. Emergency Services

112 may not work without coverage, with inactive SIM/eSIM, battery depletion, unsupported regions, or technical failures.

A3. EU Roaming (Roam-Like-at-Home)

EU/EEA roaming is regulated where included in your plan. Fair use rules apply.

A4. EU ADR / ODR

Unresolved complaints may be escalated through:

https://ec.europa.eu/consumers/odr/

A5. Country Rules

Denmark: Teleklagenævnet, Konkurrence- og Forbrugerstyrelsen

Sweden: ARN; PTS

France: Médiateur des communications électroniques

Germany: Bundesnetzagentur

B. UNITED KINGDOM

B1. Withdrawal (14 Days) — eSIM Activation Ends Withdrawal Right

Under UK law, the 14-day cancellation right ends once you begin using the Service.

Installing or beginning to activate the eSIM counts as "using the Service," even without calls/data/messages.

After activation, you lose the right to a full withdrawal and must pay for the prepaid period.

If the eSIM is not activated, you may cancel within 14 days at no charge.

B2. Emergency Services

999/112 may not work without coverage, with inactive SIM/eSIM, battery issues, or unsupported regions.

B3. Roaming

EU roaming rules no longer apply. Availability depends on your plan.

B4. UK ADR

You may escalate unresolved complaints to an Ofcom-approved ADR scheme (CISAS or Ombudsman Services — Telgea to specify once finalised).

C. Germany Specific

1. Applicability

This section applies to telecommunications services provided by Telgea to consumers and not businesses that rely on mobile networks or numbering resources in Germany. Such services are subject to applicable German telecommunications

laws, including the German Telecommunications Act (Telekommunikationsgesetz – TKG), as amended from time to time.

2. Service Availability and Limitations

Telgea does not guarantee uninterrupted availability of telecommunications services. Temporary interruptions or limitations may occur due to force majeure, regulatory requirements, network maintenance, technical changes, or actions by underlying network operators or third-party providers.

Telgea may temporarily suspend or restrict services, in whole or in part, where necessary to ensure network stability, compliance with legal obligations, or proper service operation.

3. Reasonable Use

Telecommunications services are provided on the basis of **reasonable use by an average customer**.

If usage patterns materially exceed reasonable or typical usage, Telgea may:

- review the applicable tariffs or pricing,
- impose usage restrictions, or
- terminate the affected services in accordance with the Agreement.

This applies in particular to usage resembling call center operations, hotline services, automated systems, or other non-standard usage patterns.

4. Customer Equipment and Compatibility

The Customer is responsible for ensuring that its end devices are compatible with the selected services and tariffs. Actual service quality and performance depend on the device used, available network technology, and technical or geographic conditions at the location of use.

5. Faults and Service Disruptions

If a service disruption persists for more than 24 hours, the Customer's statutory rights under applicable German law apply. This may include proportional fee reductions and, where legally required, compensation, subject to the conditions and limitations set out in the German Telecommunications Act.

6. Subcontractors and Network Operators

Telgea is entitled to provide services through third-party network operators or subcontractors. Telgea remains responsible for the proper provision of services in accordance with the Agreement.

7. Emergency Services

Access to emergency services is provided in accordance with applicable German legal requirements, subject to the availability of a functioning device, a valid SIM, and network coverage.

8. Charges and Billing Adjustments

Telgea may adjust charges where required by changes in:

- statutory value-added tax (VAT), or
- costs imposed by underlying network operators, interconnection partners, or regulatory requirements,

to the extent permitted by applicable law.

9. Termination for Regulatory Reasons

Telgea may terminate or suspend services for good cause where required by law, regulatory authority, or underlying network providers, including in cases of misuse or non-compliant usage.