

TERMS AND CONDITIONS

Accessibility Statement viewable at end of terms

1. About these Terms and Conditions

These terms and conditions together with the documents referred to in it (the “**Terms and Conditions**”) provide information regarding the terms applicable to the service we provide you to facilitate your purchase of an XeSIM and the corresponding data plan from a mobile network operator (the “**Service**”) and for the use of our website shop.xesim.com (the “**Website**”).

Please read these Terms and Conditions carefully before you start using the Website, as they govern your use of the Website, whether as a guest or a registered user.

We may revise, at our sole discretion, the Terms and Conditions from time to time for any reason. We recommend that you check this page from time to time to take notice of any change we made, as they are binding on you.

2. About Us

The Website and Service are provided by XeSIM. XeSIM is a trading branch of transact Elektronische Zahlungssysteme GMBH (“**transact**”), a German company with company number HRB 114 439 whose registered office is at Fraunhoferstrasse 10, 82152 Martinsried, Germany.

XeSIM has outsourced the operation of the Website including the distribution and sale of XeSIM to its service provider SIM Local Ireland Limited. SIM Local Ireland Limited shall act as Merchant of Record for all orders placed on our Website and may appear on your credit/debit card or bank statement for any purchase that you make. SIM Local shall provide all customer service enquiries and shall handle returns.

If you wish to contact their customer service team, please email them at support@xesim.com.

3. Registration

- 3.1 You may register on our Website for an account with us in order to keep a record of your purchases and activate your XeSIM at a time convenient to you.
- 3.2 To complete your registration, you need to provide us with your name and email address and must accept the Terms and Conditions, the Privacy Notice and the Cookie Policy.
- 3.3 You agree to submit true, accurate and complete registration information and to keep such information up to date.

4. Purchase and Activation of XeSIM

4.1 You may select and purchase your desired XeSIM and data plan from our Website.

4.2 At the time of purchase, you acknowledge that in order to access the XeSIM your device must be XeSIM-compatible and network-unlocked. To check whether your device is XeSIM compatible and/or network unlocked please follow the guidance on our Website and/or contact your mobile network operator to confirm your device status. The guidance on our Website is provided for information purposes only.

4.3 To activate your XeSIM, you should on your device (i) either scan the QR code; or (ii) enter manually the activation code that we provide you when you purchase your XeSIM. This will enable the XeSIM to be configured. Note that activating your plan requires a stable internet connection.

4.4 Where you have registered for an account with us, you acknowledge that you have twelve (12) months from your date of purchase to activate your XeSIM, following which time, your XeSIM will expire.

4.5 Where you have not registered for an account, you acknowledge that you must activate your XeSIM immediately after purchase otherwise your XeSIM will be lost.

5. Validity Period of XeSIM

5.1 Once your XeSIM is activated, your data plan will be available to you immediately.

5.2 You acknowledge that your data plan comes with a validity period which refers to the number of days you may use the plan for. This validity period starts from the moment your XeSIM has been activated.

5.3 Your XeSIM will remain active on your device until you have consumed all the data in your plan or the validity period has expired, whichever occurs first.

6. Refunds

6.1 You may return an XeSIM under the following conditions:

- (i) if you change your mind within fourteen (14) days from the date of purchase provided that the XeSIM has not been installed and/or activated on your device; or
- (ii) if the XeSIM cannot be activated due to a technical problem originated from the mobile network operator.

6.2 In order to obtain your refund, you should email your request to support@xesim.com providing proof of purchase and reason for your refund. If

your refund request is valid, you will receive a refund for your purchase within fourteen (14) days from receipt of your request.

6.3 If you have purchased and successfully activated the XeSIM prepaid plan, we cannot provide you with a refund.

7. Intended Uses of our Service

7.1 You agree to use our Service for personal use only and be responsible for your own use of the Service.

7.2 You agree to use the Service in accordance with these Terms and Conditions and all applicable laws, statutes, or governmental regulations.

7.3 You agree not to use the Service to carry out any unlawful or fraudulent acts including, but not limited to, (i) infringe upon or violate our intellectual property rights or the intellectual property rights of others; (ii) upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or the Website; (iii) spam, phish, pharm, pretext, spider, crawl, or scrape; (iv) interfere with or circumvent the security features of the Service or the Website.

8. Service Availability

8.1 transact shall take commercially reasonable steps to make the Service available to you at all times, contingent upon transact and its service providers' ability to maintain network capacity and connection availability.

8.2 transact partners with service providers to provide the Service, including network service providers. These vary from jurisdiction to jurisdiction.

8.3 If you purchase an "unlimited" Data Plan please note your data coverage and speed may be subject to a network service provider's fair use policy. This means that in order to ensure a high quality of service for all users, the network service provider reserves its right to impose restrictions or limitations on data usage or speed if your usage is deemed excessive or if it negatively impacts the network performance of other users.

8.4 transact does not guarantee network capacity, network quality or connection availability of the Service. This includes (but is not limited to) any of the following circumstances:

- (i) when our service providers need to perform upgrading, maintenance or other work on their network services;
- (ii) when you are in areas not covered by the network of our service providers or in accordance with the areas specified in your Data Plan; and

- (iii) where factors outside of our control cause disruption, such as disruption caused by the features or functionality of your Device, regulatory requirements, faults in communication networks, the weather, radio interference or other physical obstructions.

9. Suspension and Termination of our Service

We may suspend your access to our Service for any use that would be contrary to the intended uses of the Service (described above) with or without prior notice. We also reserve the right to close your account for any breach of these Terms and Conditions or violation of any law, statute, or governmental regulation.

10. Disclaimer of warranties

10.1 These Terms and Conditions are in addition to your statutory rights as a consumer.

10.2 The XeSIM and corresponding data plan is provided to you as is and as available and no further modifications or customizations can be made on individual requests once purchased.

10.3 The Service is provided for your use, without any representation, warranties or conditions of any kind, either express or implied, except to the extent that they are required by applicable laws. We take reasonable measures to make the Service available to you at all times depending on our service provider's availability to maintain network capacity. However, as we rely on the network connectivity of our partners, we cannot guarantee the network coverage, quality or availability of the Service.

11. Accuracy of Information

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date. Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers or availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information is inaccurate at any time without prior notice (including after you have submitted your order).

12. Modifications to XeSIM and Pricing

We reserve the right to change without notice (i) the XeSIM and corresponding data plans that we offer on the Website; and (ii) the prices of the XeSIM and corresponding data

plans. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of an XeSIM.

13. Intellectual Property

13.1 Except as otherwise indicated, the XeSIM is our licensor's proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics associated with the Service (collectively, the 'Content') and the trademarks, service marks, and logos contained therein (the 'Marks') are licensed to us.

13.2 Except as expressly provided in these Terms and Conditions, no part of the XeSIM, the Website or any 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, without our express written permission.

14. Indemnity

You agree to indemnify and keep indemnified transact, and its subsidiaries, affiliates, officers, agents and employees ("**Indemnified Persons**") against all losses, costs, charges, demands, proceedings, damages, actions, expenses and claims howsoever incurred by the Indemnified Persons as a result of a breach by you of these Terms and Conditions.

15. Limitation of Liability

To the extent permitted by law, we exclude all liability (whether arising in contract, tort (including negligence) or otherwise) for any loss or damage which you may incur in connection with your use of the Service, including the XeSIM, the Website or any Data Plan. Notwithstanding the foregoing, transact's liability under or in connection with this Agreement, whether arising from contract, negligence or otherwise shall in no event exceed the amount of charges payable by the User to transact under the relevant Data Plan in the 12 months preceding the date of the event giving rise to such liabilities having occurred, or £100, whichever is greater. This does not affect our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

16. Privacy Policy

Our Privacy Policy explains what personal information we collect about you when you use the Website, click the links to view our Privacy Policy.

17. Governing Law

These Terms and Conditions are governed and construed in accordance with the laws of England. The courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with these Terms and Conditions.

18. General

- 18.1 If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 18.2 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 18.3 No variation of these Terms and Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18.4 transact may assign, transfer or subrogate to any company of its group the rights and obligations arising under these Terms and Conditions without consent.
- 18.5 Where any notice is required by these Terms and Conditions to be given in writing, it must be written in the English language and:
 - (i) where it is to be given by you, it must be sent by email to esim@epayworld-wide.com or by post to Client Services at transact Elektronische Zahlungssysteme GMBH, Fraunhoferstrasse 10, 82152 Martinsried, Germany, or to such other email or postal address in the United Kingdom which we tell you to use by notifying you in advance in writing in accordance with the provisions of this clause 18.5; and
 - (ii) where it is to be given by us, it must be sent by email to the last email address which we hold for you or by post to the last postal address we hold for you, or to such other email or postal address in the United Kingdom which you tell us to use by notifying us in advance in writing in accordance with the provisions of this clause 18.5.

Any notice sent by email (provided that the sender has not received an undeliverable message) will be treated by you and us as being received on the first business day coming after the day on which it was sent and any notice sent by post will be treated by you and us as being received on the second business day coming after the day on which it was posted.

Terms and Conditions for XeSIM Voucher

1 Issuer of XeSIM Voucher

The issuer of the XeSIM Voucher ("**XeSIM Voucher**") is transact Elektronische Zahlungssysteme GmbH, registered in the Commercial Register of the Register Court of Munich under HRB 114 439 ("**transact**").

2 General information on the validity of the GTC and possible uses of the Voucher

The provisions made in these General Terms and Conditions ("**GTC**") apply to the XeSIM Voucher issued by transact (hereinafter: "voucher"). In these GTC, the terms "you" or "your(s)" refer to the voucher holder. "We", "us" or "our" means transact, including its affiliates and agents.

3 Conclusion of contract

- 3.1 Our offer to you to purchase a voucher represents a non-binding offer. By making a purchase declaration at a sales outlet who sells the XeSIM Voucher, you are making a binding offer to purchase the XeSIM Voucher.
- 3.2 The contract on the purchase of the XeSIM Voucher is concluded by the implied declaration of acceptance at the sales outlet.
- 3.3 The purchase or use of the voucher is subject to these GTC, which constitute the contract between transact and the voucher holder. The contract language is English. By purchasing or using the voucher, the voucher holder agrees to the validity of these GTC. The GTC are available for inspection at all our participating sales outlets at any time or are made available on the current website shop.xesim.com under the button "Voucher Terms and Conditions". You should read these GTC prior to your purchase of the XeSIM Voucher.

4 Changes to the GTC

- 4.1 We reserve the right to change these GTC at any time for operational reasons or to prevent fraud.
- 4.2 The voucher is used exclusively to make the payments described in these GTC.

5 Use of the voucher

- 5.1 You can use the voucher for full or part payment towards any product sold at shop.xesim.com ("**Webshop**") and only within the United Kingdom. No other use of the voucher is possible.
- 5.2 You may use the Voucher up to the amount of its loading - up to a maximum of £150 - as often as you wish for payment at the Webshop. The voucher is not

reloadable and once it is purchased, we can't top up the balance or give you a part refund if you change your mind.

- 5.3 If you don't redeem the entire value of the Voucher in a transaction, the balance shall remain on your Voucher until it is used again or expires. We won't give change nor will we exchange the balance for cash.
- 5.4 transact does not guarantee that payment with the voucher is possible at all times.
- 5.5 In case of defects due to a defective voucher, you are entitled to replacement of the voucher. If you think that your voucher is defective, you should immediately notify us in writing by sending the voucher. The contact address to be used is support@xesim.com. If the defect cannot be repaired, we will issue you a new voucher with the credit amount corresponding to your balance.
- 5.6 We may reject a payment transaction initiated by a voucher at the Webshop under the following conditions:
 - 5.6.1 if there are reasonable grounds to suspect that the execution would constitute a criminal act or is prohibited for reasons of money laundering law;
 - 5.6.2 if the voucher is blocked or
 - 5.6.3 if the voucher does not have sufficient funds (credit) to pay the requested amount.

In case of refusal, you will be informed about the non-execution of payments immediately during the payment process.

6 Total price / fees

- 6.1 The voucher is provided to you free of charge. The amount you pay will be fully credited to the voucher as a balance.
- 6.2 Payments and checks of the voucher balance are free of charge. There are also no other fees.

7 No right of return

- 7.1 If you purchase the Voucher at a physical sales outlet, you have no right to return the Voucher and exchange the credit amount back into money.
- 7.2 If you purchase the Voucher online, you can cancel the gift up to any time within fourteen calendar days after the day on which you purchased the Voucher, provided none of the balance has been spent.

8 Transferability

The XeSIM Voucher is not personal and may be transferred.

9 Validity and termination of contract

- 9.1 The XeSIM Voucher is valid for 12 months from the date of purchase of the voucher, after which time any unused balance on the Voucher will be lost.
- 9.2 We are entitled to block the voucher or to terminate the contract with you if we suspect fraud or misuse or if there are other security concerns or if we should be legally obliged to do so.

10 Duties of care, security of the voucher

- 10.1 You are obliged to keep your voucher safe and to protect it from access by unauthorized third parties.
- 10.2 You should treat your Voucher like cash. In the event of loss, theft or misuse of the Voucher, the Voucher and the credit balance on it will not be replaced by transact. Its liability is limited to the amount of the credit balance on the voucher.

11 Liability of transact

- 11.1 We are responsible to you for foreseeable loss and damage caused by us for any breach of these GTC or for our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the XeSIM Voucher.
- 11.3 We shall not be liable for any damage caused by force majeure, riots, war, natural disasters or other events beyond our control.
- 11.4 We are not liable for indirect losses. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity or for any other special, indirect, or consequential loss.

12 Governing Law

These GTC are governed by the law of England and Wales.

ACCESSIBILITY STATEMENT

transact Elektronische Zahlungssysteme GmbH is committed to making its websites and mobile applications accessible, in accordance with Regulation on the German Accessibility Improvement Act and the German Accessibility Improvement Act.

This accessibility statement applies to:

Shop.xesim.com, eu.shop.xesim.com, de.shop.xesim.com, gr.shop.xesim.com, pl.shop.xesim.com, ro.shop.xesim.com

Compliance status

These website(s) are partially compliant with WCAG 2.2. level AA, due to the non-compliances listed below.

Non-accessible content

The content listed below is non-accessible for the following reason(s):

non-compliance with the German Accessibility Improvement Act

1.1.1 Non-text Content

For some pictures and graphics, sufficient alternative texts are not yet available.

1.3.1 Info and Relationships

Some content, such as tables, lists or forms, may not be structured in a way that allows assistive technologies such as screen readers to reliably recognize that content.

1.4.3 Contrast (Minimum)

Some texts and background combinations do not provide sufficient contrast.

1.4.4 Resize Text

Enlarging text may result in loss of content and/or functionality or require the use of assistive technology.

2.1.1 Keyboard:

Some content and controls are not fully accessible using only the keyboard.

2.1.2 No Keyboard Trap

Some parts of our website are difficult to use only with a keyboard.

2.4.1 Bypass Blocks

The possibility to skip repeating content, e.g., via a skip to main content button, has not yet been integrated.

2.4.2 Page Titled

Not all pages have a title describing their topic or purpose yet.

2.4.3 Focus Order

Some pages have not yet been optimized in terms of focus order. This might lead to less predictable content navigation when using assistive technologies.

2.5.3 Label in Name

Not all control elements are currently implemented in such a way that the visible text matches the accessible name.

3.1.1 Language of Page

The language cannot always be determined using assistive technology.

3.2.1 On Focus

Some interactive elements are not yet optimized for the use of assistive technologies. This may result in a change in the content or layout of the website.

3.2.2 On Input

There are currently input elements (e.g. drop-down menus) where content or pages change automatically when the selection is changed without sufficient notice.

3.3.2 Labels or Instructions

Some form elements do not fully include clear information or labels to identify the controls/input in a form.

4.1.2 Name, Role, Value

Some interactive elements cannot be correctly identified or operated by assistive technologies.

Preparation of this accessibility statement

Compliance with the requirements is based on a self-assessment carried out on 25/06/2025

The declaration was last reviewed on 25/06/2025

Feedback and contact information

If you encounter any accessibility issues on our website or would like to request information not currently accessible, in an accessible format, please contact us at the following address: accessibility@epay.de.

Responsible for the barrier-free accessibility and processing of messages received through the feedback mechanism is:

transact Elektronische Zahlungssysteme GmbH
Fraunhoferstr. 10
82152 Martinsried

Enforcement procedure

If you are still unable to find a satisfactory solution after contacting the above, you can refer the matter to the arbitration board in accordance with §34 BFSG in conjunction with §16 BGG. Further information on the arbitration procedure and how to submit a request can be found at: www.schlichtungsstelle-bgg.de.

You can reach the BGG arbitration board at:

Schlichtungsstelle nach dem Behindertengleichstellungsgesetz
bei dem Beauftragten der Bundesregierung für die Belange von Menschen mit
Behinderungen [in English: Arbitration board according to the Disability Equality Act at
the Federal Government Commissioner for the Matters relating to Persons with
Disabilities]
Mauerstrasse 53
10117 Berlin

Telephone: +493018527-2805

Fax: +493018527-2901

E-mail: info@schlichtungsstelle-bgg.de

Internet: www.schlichtungsstelle-bgg.de