

## **Lebara General Terms and Conditions**

This document sets out what is covered when you purchase a mobile telecommunications service from us.

In this agreement, 'we', 'us' and 'our' refer to all business units of the Lebara Group, including (but not limited to) Lebara Mobile Netherlands Limited, Lebara Ltd, Lebara Sim Only B.V., Lebara B.V. and its direct and indirect subsidiaries.

'You' and 'your' refer to every natural person (including consumers), sole proprietorship and legal entity to whom we make an offer or with whom we have contracted to provide a mobile telecommunications service.

These general terms and conditions apply to any service you purchase from us for your mobile connection.

These general terms and conditions contain specific provisions for Prepaid Mobile and Sim Only subscriptions.

Do you have questions about these terms and conditions or want more information? Please contact Customer Service by phone or via our website.

### **1 Applicability of these general terms and conditions**

1.1 These general terms and conditions apply to all our services and to all offers and agreements to which these general terms and conditions are declared applicable. An offer or other agreement may also be subject to additional or special conditions. In the event of any discrepancies between these general conditions and the additional or special conditions, the provisions of the additional or special conditions take precedence.

1.2 Applicability of any purchasing or other conditions is expressly excluded.

1.3 If any provision of these general terms and conditions is void or is annulled, the other provisions will continue to apply unchanged. We will consult with you to agree on new provisions to replace the void or annulled provisions, following their purpose and purport as much as possible.

### **2 Concluding an agreement with us**

2.1 The agreement for a Sim Only subscription is concluded after the customer has accepted the general terms and conditions and Sim Only (Postpaid) terms and conditions. An agreement for a Prepaid mobile service comes into effect when you use the service for the first time. After all, Prepaid mobile is not a subscription.

2.2 Once you have applied to take out a subscription, we will assess that application. For the purpose of that assessment, we may ask you to identify yourself and/or provide other information. If you apply on behalf of another person or on behalf of a legal entity, we may ask you to prove your power of representation and possibly provide us with a recent extract from the Chamber of Commerce.

2.3 After you make an application, we may carry out a risk assessment. Then we will assess your creditworthiness, among other things. We will perform that assessment based on our own data and data

from other companies. You can read more about this in these terms and conditions in the section on privacy. There is also more about it in the privacy statement on our website. If, based on facts or circumstances, we have doubts about your ability to pay your invoices, we may require collateral from you. This may be because you do not have a permanent place of residence, home or business in the Netherlands. That collateral may be an advance payment, surety, bank guarantee or deposit.

2.4 We may refuse your application for a subscription if:

- the risk assessment shows there are risks we are not willing to accept.
- it appears that you are legally incompetent. Or if you have not given us (or not given in time) the requested information we need to assess your application.
- we ask you for collateral and you do not provide it.
- you fail to fulfil an obligation under these terms and conditions. Or we think you will not fulfil such an obligation and it is therefore justified for us to refuse your application.
- you have not fulfilled obligations under earlier agreements with us.
- you cannot be connected due to technical or economic reasons (e.g. you live in an area where we do not provide service).

If we refuse your application, you can ask us why.

### **3 Cooling-off period for remote purchases**

3.1 Cooling-off period if you conclude your contract over the internet, by telephone or on the street (remote sales)

If you are a consumer and you concluded the contract over the phone, on the street or via the internet, this is a remote sale and the law stipulates that you have a 14-day cooling-off period. Within those 14 days, you can cancel the contract without having to give a reason and without paying any costs. You can do so by phone (by calling our customer service) or online (via our website).

The 14-day period begins:

- in the case of a subscription: on the day the contract was concluded
- when buying a Prepaid mobile: on the day you received the (last) product.

Do you want to cancel the agreement within the 14-day cooling-off period and have we already incurred charges for services provided? Then we can charge you for those costs (e.g. return, administration, installation, usage and subscription fees over the period you used the service).

### **4 Accuracy of information provided and changing information**

4.1 If you provide information to us in any form, you guarantee the accuracy of such information and we do not have to verify the accuracy of the information provided.

4.2 You must inform us in due time of changes in the information relevant to the agreement, such as your address and bank account details. You are responsible and solely liable for any possible consequences of not informing us of such changes in a timely and accurate manner.

### **5 Operation of our service**

5.1 After we have entered into an agreement with you, we will make sure the service works as soon as possible. We may also have agreed on a later time for that. In the case of a subscription, the service often works immediately after we conclude the agreement. Sometimes the service works even before we have accepted your application. In that case, it is a conditional acceptance. We may limit the capabilities of

the service until we have definitively accepted your application. For example, we may block numbers that cost a lot of money to call.

## **6 Period of the agreement**

6.1 We have two types of contracts for Sim Only subscriptions: a 1-calendar-month contract or a 24-calendar-month contract.

- After its expiry, a 1-calendar-month subscription becomes a contract for an indefinite period and you are then subject to a 1-calendar-month notice period;
- A 24-calendar-month subscription cannot be terminated prematurely. After the period of 24 calendar months, the contract is automatically converted into a contract for an indefinite period. The contract for an indefinite period can be terminated with 1 calendar month's notice.

With a contract for Prepaid mobile, you immediately enter into a contract for an indefinite period.

## **7 Use of your phone number; changing a phone number**

7.1 The use of telephone numbers is subject to legal rules. Those rules can be found in the numbering plan for telephone and ISDN services at [overheid.nl](http://overheid.nl). The plan states, for example, that 06 numbers may be used only for mobile telephony and not for automated applications. You must not use a number in violation of legal rules.

7.2 We can change a phone number if:

- there are changes to a national numbering plan.
- the Netherlands Authority for Consumers and Markets changes something regarding number assignment.
- there are changes to a service and/or mobile network.
- other circumstances make a number change necessary.

Are we changing a number? Then we will let you know 3 calendar months in advance unless that deadline cannot be met.

## **8 Availability, maintenance and (compensation for) outages**

8.1 We do our best to make sure our service runs smoothly, but it is technically impossible to prevent every outage or limitation of our services. In many cases, you need a device to use our services. Devices have different capabilities, and what a device can do may also affect what you can do with our services. If your mobile phone does not function properly, our service may malfunction. We are not liable in such a case.

8.2 When maintaining our network, we may need to temporarily take (part of) our electronic communications network out of service. This may have consequences for you, such as being unable to use your service temporarily or being unable to fully use it. Of course, we try to limit this as much as possible. If it is necessary to take the network out of service and this will have major consequences for you, we will notify you in good time, unless this is impossible.

8.3 Have you noticed that your service is not working properly? If so, report it to us as soon as possible. As soon as we learn of outages, we investigate them and try to rectify them as soon as possible. We may need your cooperation in our investigation. If so, you must cooperate. Generally, we pay the costs of

investigating outages and resolving them. However, if it emerges that you or your device caused the outage or you could have done something about the outage, we may charge you for the costs.

8.4 Have you been unable to use a public electronic communication service we provide for more than 12 consecutive hours due to an outage in our network? Then you are entitled to compensation. Such compensation shall be at least 1/30 part of the monthly fixed compensation per 24 hours or, if there is no fixed compensation, at least €0.50 per 24 hours. The minimum compensation in any case is €1.00.

## **9 Power to change or terminate service**

We may change or terminate a service for business reasons. We may also do so to comply with rules imposed by or under the law, and/or so we continue to meet the requirements of the time and the state of technology. We do our best to make changes without affecting the service and device you use. If this is impossible and we expect the change to affect you, we will let you know in advance: as soon as possible and at least 1 month in advance. If we stop a service, we will let you know as soon as possible and at least 1 month in advance. Do we suspect a change could have major consequences for you? Then, if possible, we will give you a longer notice period. We will let you know at least 2 months in advance that we will stop the service and, if possible, we will offer you a replacement service. Your agreement with us ends no later than the date we stop providing the service.

## **10 What you need to know when using the service; rules of conduct**

10.1 When you purchase a service from us, you, the customer, are responsible for its use. This also applies if someone else uses your service and you do not know about it or have not authorised it. You must pay all costs incurred by the use of your service. Is your use of the service affecting electronic communication traffic? Or is it affected by devices you have connected that were not provided by us but chosen by you? For example, does such use cause outages? Then you must follow the instructions we give you. If those instructions have financial consequences, the financial burden thereof will be charged to you.

10.2 You must use our service reasonably. In doing so, you must follow the applicable rules of conduct. Those rules include:

- Our services are intended for personal, reasonable and normal use. For consumers, we mean use for private purposes. For business customers, we mean business use. We trust you to only use our services in this way. It is forbidden to use loopholes (included but not limited to SIM boxes or automatic calling systems) to gain a financial advantage for yourself or a third party. Likewise, the ability to call 0900 numbers and/or other countries must not be abused.
- You may only connect devices that meet the legal requirements applicable to such devices.
- You must treat our employees with respect and not cause harm to us or third parties.
- You must not use our service in a way that is criminal or unlawful towards us and/or any other person or company. For example, you may not use our service to (i) send spam; (ii) publish or distribute child pornography or other criminal pornography; (iii) spread (computer) viruses or other files that may damage the (proper) functioning of our software or that of others; (iv) threaten any person; (v) download illegally; (vi) use someone's address without permission to make it appear you are the sender of a particular message; (vii) harass someone or infringe on someone else's rights and personal life; (viii) cause disturbances or nuisance; (ix) hack; (x) infringe on our intellectual property rights and/or those of third parties; or (xi) use your number in a way that violates the legal rules governing the use of phone numbers.

If you do not follow the applicable rules of conduct or do not follow other rules of reasonable and normal use, we may take action. For example, we may suspend the service temporarily, disable certain telephone numbers or terminate the contract.

## **11 Telephone harassment**

11.1 If someone is harassing you by telephone, you can report this to us. Are you using the phone to harass someone? Then that person can report it to us and we may take action. For example, we may provide details about the person who is harassing someone to the person who made the report. These details may include the harasser's name, address, city, postal code and telephone number. If the calls from an electronic communications network come from another provider, we can only give out that data if the other provider cooperates. We may charge a fee for providing that data.

## **12 Rates and fees**

12.1 You must pay the established rates for the services you receive from us. You can find our rates on our website. The rates may include:

- a one-time fee (e.g. connection or activation costs)
- an amount you pay periodically, often per calendar month (e.g. subscription costs)
- fees for using the service (e.g. making calls outside your bundle). When determining the amounts you must pay us, our data is decisive, unless you prove our data is wrong. We are as careful in determining this data as you would expect us to be.

We reserve the right to index our rates annually according to the CBS Consumer Price Index. This reveals the percentage by which prices increase. The time at which this happens varies per brand and per service. The indexing date can be found on the rate sheet on our website. Indexing only applies to you if you have been a customer for more than 3 calendar months at that time.

12.2 If your subscription starts between 2 billing periods

We have fixed billing periods. If the time of connection is between 2 billing periods, it works like this: For example, if you conclude a subscription with us on the 16<sup>th</sup> of the month, the first invoice we send you will include the entire monthly amount (from day 1 to day 31) plus any administration fees and out-of-bundle credit. On the following month's invoice, we will settle this with you by deducting the overpayment for the first month (day 1 to day 16). As a customer, you will receive bundle credit for the entire month, unless we have made other agreements with you.

12.3 On our invoice, we may also charge fees you must pay for using other companies' services. If we do so, we will make sure you need not pay those other companies as well.

## **13 Payment method; collections; payment term; invoice complaints**

13.1 Generally, we will send you a digital invoice. We may charge a fee if we invoice you by other means, such as sending you a paper invoice through the mail.

13.2 We will debit the amount you must pay us from your bank account by direct debit. You will ensure there is enough money in your account. The invoice will state the date on which we will debit the invoiced amount (this is between the 23<sup>rd</sup> and 26<sup>th</sup> of the month). We may ask you to pay one-time fees and subscription fees in advance. In special cases, we may charge interim amounts (e.g. if you made above-average use of a particular service in a short period).

13.3 The payment term is stated on the invoice. If there is no payment term stated there, the term is 6–20 days from the invoice date.

13.4 If the payment deadline has passed and you have not paid, you will receive a payment reminder. If you have not paid by the deadline on that payment reminder, we may terminate the service. We can also terminate the service if a debited payment is reversed in error or if debiting the invoice amount from the bank account is impossible for any reason. In addition to terminating the service, we may also charge 1% interest per month from the moment of default and extrajudicial collection costs equal to 15% (excluding VAT), with a minimum of €40. You are also liable for all judicial costs (including costs for legal assistance) we incur in connection with the collection of overdue payments.

Have there been repeated failures to collect payment automatically? Then we can switch you to another method of payment. There may be costs associated with this, and you must pay them.

13.5 Do you dispute the amounts we are billing you? If so, you must let us know within 30 days of the invoice date. After those 30 days have passed, we will assume you agree with the invoice. Are you a consumer and were you unable to discover earlier that the invoice was wrong? Then we will not hold you to those 30 days. Disputing an invoice does not suspend your duty to pay it. Did you tell us repeatedly that you dispute an invoice that later turns out to be correct? Then we may ask you to pay for our investigation into your invoices.

13.6 If we have good reason to doubt whether you will pay your (future) invoices, we may ask you to provide collateral or make a payment in advance. We may ask for collateral in the form of a surety, deposit or bank guarantee. Examples of good reasons include that you have not paid previous invoices, or you must pay an above-average amount for using a service in a limited period. If we ask, you must pay/give us the requested deposit note or collateral within the specified period.

#### 13.7 Payment terms for Prepaid

Different payment terms apply to Prepaid subscriptions. The conditions for Prepaid subscriptions and how we deal with Prepaid credit are set out in this document in the 'Prepaid' section.

### **14 Temporary interruption of service (suspension)**

14.1 If you violate the agreement (e.g. provide incorrect or incomplete information to us or fail to pay one or more of the charged fees), we may temporarily interrupt your service. We can only do that if we have good reasons to do so. We will let you know in advance unless it is unreasonable to ask us to do so. If you fulfil your obligations within the time we set, we will restart the service. We may charge a fee in that case. Even if we temporarily interrupt your service, you still must pay the agreed amounts.

14.2 We also may temporarily interrupt your service if you must pay an above-average amount for using a service in a limited period. We will then restart the service when the advance payment referred to in Article 13.6 has been made.

### **15 Changes to your agreement**

15.1 We may change the agreement, the design, functionality, or content of the service, and the agreed rates. If we do, we will let you know at least 1 month in advance.

15.2 During the minimum term of your agreement, you can change your subscription only with our consent.

15.3 Changes to your IBAN account number and/or (billing) address must be reported to us as soon as possible.

## **16 Cancellation (with notice period) or termination of the subscription**

### 16.1 Cancelling at or after the minimum term of your subscription

As stated above under Article 6, we have two types of contracts for Sim Only subscriptions: a 1-calendar-month contract and a 24-calendar-month contract. A 24-calendar-month contract cannot be cancelled prematurely.

You can cancel your subscription at the end of the contract term, but you must comply with the notice period (1 calendar month with a subscription). For example, if the minimum term of your subscription ends on 1 November, you must cancel by 1 October. If you do not do so, the agreement will continue indefinitely. You can then cancel monthly (per calendar month). You can cancel a Prepaid subscription at any time.

### 16.2 Premature cancellation

The agreement can only be cancelled prematurely in these exceptional circumstances:

- if we change something about the agreement or the rates that lets you cancel the agreement.
- if we fail to fulfil our obligations and the non-performance is so serious that cancellation is justified.
- in the event of death.

In all other cases, the agreed contract term remains in force and premature cancellation is impossible. If you cancel, any credit you may still have will expire (e.g. your bundle credit).

### 16.3 (Premature) cancellation if you object to a change

Have we changed something about the agreement or the rates, and do you object to that change? Then, in many cases, you can terminate the agreement without charge, in writing or through our Customer Service department. This can be done with effect from the date the change takes effect. Your cancellation must reach us before the effective date of the change.

However, you cannot terminate the agreement (prematurely) if:

- the change has no consequences for you or is to your advantage.
- you can decline the change.
- we discussed the change with you when the agreement was concluded (e.g. periodic change in rates in line with inflation).
- the change is mandated by the government.
- the change was made at your request.
- it involves other situations where this is not required by laws and regulations.

### 16.4 When can we terminate the agreement?

When you have a subscription, we may terminate your agreement at the end of the minimum term of your subscription or thereafter. We comply with the notice period (with a subscription, this is 1 calendar month). We can cancel a Prepaid subscription at any time.

We can terminate the agreement early and with immediate effect if:

- you go bankrupt or apply for a moratorium.
- you have applied for protection under the Debt Repayment (Natural Persons) Act (WSNP).
- you are declared legally incompetent, placed under guardianship or otherwise prevented from managing your own money.

- you fail to fulfil your obligations under this agreement or any other agreement with us, and you still fail to perform the obligations under the agreement within fourteen (14) days after we request you to do so in writing.
- you have received a payment reminder from us, and you have failed to pay by the deadline specified.
- you revoke the direct debit authorisation.

Did we terminate your agreement prematurely because you did not fulfil your obligations or did not pay? Then we may charge you for the minimum term of the subscription. If we terminate a service, the agreement for that service also ends no later than the termination date. The agreement cannot continue without the service.

## **17 Our liability**

### 17.1 Liability

We are only liable for damage if such damage was caused by a failure attributable to us under the law. We are not liable for any direct, indirect or consequential damage caused by the failure or malfunction of the network or by any failure in the fulfilment of the service and/or additional services, except for the cases mentioned in the following list. In such cases, the amounts mentioned apply.

An event might result in damage to multiple customers. In such a case, we will pay the maximum amount indicated for that event and then divide the amount to be paid proportionally. Each customer is then compensated for the same proportion of their damage.

- Damages resulting from death or physical injury, up to a maximum of €100,000 per event and a maximum of €5,000 per injured party.
- Damage due to actions in violation of Articles 273d and 273e of the Criminal Code. Those articles relate to violations of digital mail confidentiality. The maximum amount is €100,000 per event and a maximum of €5,000 per injured party.
- Damages because we took a service out of operation without having a reason to do so (including technical failures attributable to us). The maximum amount is €3000 per injured party with a maximum of €50,000 per event.
- Damage resulting from unjustified failure to provide data or failure to properly process data. The maximum amount is €3000 per injured party with a maximum of €50,000 per event.
- Damages resulting from administrative errors other than those described above. The maximum amount is €3000 per injured party with a maximum of €50,000 per event.
- Damage caused to third parties or third-party property that occurred during work related to fulfilling the agreement or additional services. The compensation obligation is limited to repair and replacement costs, up to a maximum amount of €50,000 per event and €5,000 per injured party.

If we cause damage intentionally or because we are reckless while knowing that damage would result from our action, we are fully liable.

### 17.2 Not liable

We are not liable for any damages other than those listed above. Are you using the service for your profession or business? If so, we are not liable for such things as profits or savings you lose, loss of data, staff idleness, loss of goodwill, or fines and fees you must pay to others. We cannot be held liable for mistakes made by other providers (e.g. providers of networks and services to which our mobile networks are directly or indirectly connected, or providers of content services such as apps). Nor are we liable for allegedly incorrect advice we provide.



### 17.3 When are you liable?

You are only liable for damage if such damage was caused by a failure attributable to you under the law or in terms of common practice. If you are a consumer, you are only liable for business or consequential damage from us if such damage was caused intentionally or by recklessness while you knew that damage would result. Are there others who feel they are entitled to compensation due to the use made of your services? If so, you will indemnify us against it.

### 17.4 Notification of damage

You must report damage to us in writing as soon as possible, but no later than 4 weeks after you could have discovered it. If you fail to do so within that period, you are not entitled to compensation. For consumers, this does not apply if you make it clear that you could not have responded in time or in writing.

## **18 Contract takeover**

18.1 You can have someone else take over your contract and the rights and obligations you have under your contract only if we have given you written permission to do so. We may attach conditions to that permission. We may transfer our rights and obligations to another company (including debt collectors).

18.2 If we wish to transfer the legal relationship with business customers to a third party, the business customer grants in advance its cooperation required under Article 6:159 of the Civil Code for this transfer.

## **19 Complaints; Complaints Board; court and applicable law**

19.1 Are you a consumer? Then you can file a complaint about how the agreement is concluded or implemented with the Telecommunications Services Complaints Board. You can only do so within 12 months after the dispute arose.

19.2 Before going to the Telecommunications Services Complaints Board, you must first submit your complaint to us at the following address:

Lebara Mobile  
Attn: Customer Care Department  
PO Box 267  
1110 AG Diemen

We will provide a substantive written response within 30 days of receiving your letter of complaint, unless this is not reasonably possible. In that case, we will give you written notice. Within 30 days of receiving the substantive response from us or within 30 days of the expiry of the date on which a response should have been given, you may refer the dispute to the Complaints Board.

19.3 If you do not first report your complaint to us, the Telecommunications Services Complaints Board will not consider your complaint. We can only refer a dispute to the Telecommunications Services Complaints Board if you have indicated that you agree to that. The Telecommunications Services Complaints Board handles disputes according to a set of regulations. We will send you those regulations if you request them. The decisions of the Telecommunications Services Complaints Board are binding. That means you cannot appeal a decision of the Telecommunications Services Complaints Board. However, you can have the binding decision reviewed by the court. If you refer a dispute to the Telecommunications Services Complaints Board, you will pay a fee to do so.

19.4 You may submit your complaint directly to the Telecommunications Services Complaints Board: PO Box 90600, 2509 LP The Hague, or via the Online Dispute Resolution platform. You can find more information at <https://www.degeschillencommissie.nl/english/> and <https://www.eccnederland.nl/en/consumer-rights/getting-justice-eu/online-dispute-resolution-odr>

19.5 We will keep all correspondence and other documents relating to a complaint for 1 year after the binding decision has been issued.

19.6 You can also submit disputes to the competent court in the district of Amsterdam. It is up to you whether you choose the Complaints Board or the court.

19.7 Your agreement is governed by Dutch law.

## **20 Privacy**

20.1 When we perform our services, we process your personal data (e.g. personal details, traffic and location data). In doing so, we comply with the General Data Protection Regulation and Chapter 11 of the Telecommunications Act. You can find these at [overheid.nl](http://overheid.nl).

Our privacy statement explains how we process and protect your data and which choices you can make in this respect. You can find the privacy statement on our website at <https://mobile.lebara.com/nl/en/privacy-statement>. We may update the privacy statement if there are new developments. We encourage you to read the privacy statement regularly so you will know how we process and protect your data.

20.2 When you submit an application to us, we process your data. To learn which data is shared with which companies, please refer to the privacy statement.

20.3 We process your personal data for commercial and non-commercial purposes (e.g. market research or marketing and sales activities). We will not do so if you object.

## **SIM Only**

### **21 SIM Only**

21.1 Use of your SIM card

You will be given a SIM card if you need it to use the service. The SIM card remains our property. Do we need to change the technical specifications of your SIM card or is your SIM card outdated? Then we can exchange your SIM card. We can also change the technical specifications or settings of your SIM card (remotely). We may use security codes to use, access or pay fees for services and/or content services of others. You must protect the SIM card to the best of your ability against unauthorised use, theft or damage. You must keep the SIM card's security codes secret, and you must not store them on or near the SIM card. Copying or otherwise manipulating the technical information on the telephone and/or SIM card and/or the technical information, software and security of the equipment used by the customer to access the network is prohibited. As soon as your mobile service agreement ends, you must ensure that the SIM card becomes unusable (e.g. by cutting the SIM card).

21.2 Blocking the SIM card in case of theft or loss

If your SIM card has been stolen or lost, or you think someone has used your SIM card or the security codes without your permission, you can ask us to block your subscription. This can be done 7 days a week. We will block your subscription as quickly as possible. Until your SIM card is blocked, you must pay the cost of using your connection. While your subscription is blocked, you will not incur costs for using your connection but you will pay the costs of your subscription. A mobile Prepaid service cannot be blocked. You can ask us to unblock your subscription and we may charge you for this. If we block your subscription, some settings or data from your service may be lost as a result.

## **22 Using your mobile phone abroad**

### **22.1 Use abroad (roaming)**

You can also use most mobile services abroad. This is also known as roaming. We may change the areas where you can use your service abroad. We can also change which providers you can use and which services are offered abroad. If you use the services of a foreign provider, the usage options, quality features and regulations of that provider apply. We are not responsible for them. Using mobile internet abroad is called data roaming. The options, rates and conditions vary by service. You can find more information on our website.

## **23 Reasonable use**

23.1 Some subscriptions allow unlimited calls or texts and use of the bundle abroad. However, this must be done in a normal and reasonable manner. This is necessary to avoid overloading the network, prevent abuse and prevent nuisance for other users.

23.2 Foreign out-of-bundle numbers, calls to special paid premium-rate service numbers (PRNs)(e.g. 0900) and paid text services are not included in the bundle with unlimited calling and texting and are charged separately.

23.3 In any case, it is considered abuse if you:

- a. Exceed 3000 minutes per calendar month and 1000 text messages per calendar month;
- b. Use your subscription for commercial purposes such as offering the texting, calling and/or data capabilities to third party(s).
- c. Send spam or bulk texts (excessive sending of texts from one number to one or more receiving number(s)) and/or offering the ability to send texts to third party(s).
- d. Use your SIM card in a SIM box.
- e. Allow multiple end-users to use one connection.

23.4 In case of (suspected) abuse or in case of use that is not considered reasonable, we may impose conditions on the use, impose additional charges for calling and/or texting and/or data use and/or the connection, or temporarily or completely suspend/terminate the ability to call and/or text and/or use data. We will charge additional costs in the event of usage that is not considered reasonable after we have informed you that the usage is not considered reasonable. If that use continues, we reserve the right to terminate the agreement. In addition, we may make the use of the connection impossible if you do not use the connection in a normal way or if this is suspected. We are not liable for any damages resulting from this.

## **24 Roam Like Home**

24.1 On 1 June 2017, we introduced Roam Like Home for all mobile phone subscriptions. This means that in most countries in Europe, you pay the same for calls, texts and internet as you pay in the Netherlands.

We call that Roam Like Home. This applies to all countries within the European Union: Austria, Belgium, Bulgaria, Croatia, Cyprus (not the Turkish part), Czechia (the Czech Republic), Denmark, Germany, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, and Sweden. You also can roam for free in: the United Kingdom, Iceland, Norway and Liechtenstein, Guadeloupe, French Guiana, Réunion, Martinique, Mayotte and Saint Martin (French part), the Azores and Madeira (Portugal), the Canary Islands (Spain), Aland, Ceuta, Gibraltar, Vatican City, San Marino and Monaco (as long as you are on the French network and not on the Monaco network).

You only pay the same rate if you can show you live in the Netherlands or have a long-term connection to the Netherlands (e.g. you work or own a business in the Netherlands, or you are a student in the Netherlands). Are you applying for a subscription that lets you call, text or use mobile data abroad? Then we may ask you for details needed to determine whether you can use the Roam Like Home rates. Do you already have a subscription that lets you use the Roam Like Home rates? Then we can check periodically to make sure you still have a long-term connection to the Netherlands (e.g. by looking at your call, text or internet usage in the EU). Do we doubt you still meet the conditions? If so, we will let you know. You can change your behaviour pattern within 2 weeks or show us in another way that you meet the conditions. If you do not, we can take measures such as charging you for data roaming. We expressly reserve the right to unilaterally amend or supplement these Roam Like Home terms and conditions if the (European) legislation on the subject changes.

24.2 From 2020, the maximum charges in the EU are €0.0387 per minute, €0.0121 per SMS and €0.004235 per MB (charged per 1 KB). These charges include VAT and are in addition to your regular charges.

## **25 Changing a bundle**

25.1 You can change your bundle every month at no extra cost provided it is permissible within the upgrade and downgrade rules as stated on our website: <https://mobile.lebara.com/nl/en/sim-only/bundel-wijzigen>. Changing the duration of the subscription from 24 months to 1 month is not allowed. A change requested before the start of a new calendar month will take effect on the first day of the following calendar month. If you wish to change your bundle, you must do so via MyLebara at least 24 hours before the start of the new calendar month.

## **Prepaid**

### **26 Prepaid**

26.1 You enter into an agreement for Prepaid mobile service when you use the service for the first time. That agreement applies indefinitely.

### **27 Prepaid credit**

27.1 Do you have a Lebara Prepaid mobile subscription? Then we offer you 1 or more options to top up your Prepaid credit. We can set the amounts by which you can top up your credit, and we can apply different forms of Prepaid credit to specific services. We can change or stop a top-up method, and we can change the top-up amounts. If we do, we will let you know at least 1 month in advance.

27.2 When you use Prepaid mobile, you pay for it with your Prepaid credit. We take great care when topping up or reducing your Prepaid credit. If we mistakenly top up or reduce an amount, we can correct

it. This also applies if we mistakenly failed to top up or reduce an amount. You can use Prepaid credit only for the services we specify. If you do not have enough credit, you cannot use the service.

27.3 Prepaid credit is valid as long as you top up, call, text and/or use data at least once every 90 days after the initial top-up. If you do not top up, call, text and/or use data within 90 days, the credit will be frozen, which means you can only make calls. If you do not top up the call credit within the following 30 days, the remaining call credit will become void and you can no longer use the connection. The call credit and phone number will then automatically expire and the SIM card will no longer be usable. No compensation of any kind is possible.

We will disclose the validity of your credit. This validity may vary from one service to another. We may change the terms and conditions and periods of validity for your Prepaid credit. We will announce changes at least 1 month in advance. You can ask us for the amount of your Prepaid credit and its remaining validity.

## **28 Exchanging a top-up card**

With our permission, you may exchange any unactivated top-up card for another top-up card of the same value for free.

## **29 Termination of the prepaid agreement**

You can terminate your agreement for Prepaid mobile at any time. Your agreement ends automatically when your Prepaid credit expires. We may specify an additional period during which you can still top up your Prepaid credit. In that case, your agreement ends only after that period. If you have more than one Prepaid credit, we will let you know how and when the agreement ends. We do not refund Prepaid credit during or after the term of the agreement. We only do so if explicitly stated otherwise.