



## General Terms and Conditions of 1NCE Inc. for IoT-related products and services (version as of January 2026)

### Part A - Provisions applicable to all products and services

#### 1. Scope of application / Contract Structure

- 1.1 The following General Terms and Conditions (hereinafter referred to as "GTC") shall govern any and all contracts relating to the provision of Internet of Things (IoT)-related products and/or services unless otherwise indicated, each product or service hereinafter referred to as a "Service" and altogether as the "Services") concluded between 1NCE Inc., with its place of business at 1001 Brickell Bay Drive, Suite 2910, Miami, FL 33131 (hereinafter referred to as "1NCE") and the customer (hereinafter referred to as the "Customer").
- 1.2 The provision of the Services by 1NCE shall be carried out exclusively under the application of these GTC. The application of any terms and conditions of the Customer which contradict, deviate from, or supplement these GTC is excluded.
- 1.3 The Services offered by 1NCE are directed exclusively to businesses for use in connection with the conduct of their business, including for use by the Customer in the provision of services to its end users. 1NCE does not offer the Services directly to consumers. Any use of the Services directly by non-business customers is prohibited. If the Customer intends to provide service to any state or local entity, the Customer shall provide advance notice to 1NCE of the government customer, the state and any legal or contractual obligations that may affect 1NCE. The Customer shall not use the Services to provide service to the federal government without prior written approval from 1NCE.
- 1.4 Any contract for the provision of Services concluded between the parties (hereinafter referred to as a "Contract") shall consist of the following contractual documents which shall, in the event of any conflicts between the same, apply in the following order of precedence:
  - a) an "Order" through which 1NCE commits itself to provide to the Customer a certain type and quantity of a Service at a certain price, such Order regularly being concluded by way of an initial order declaration of the Customer and a subsequent order confirmation of 1NCE (see Section 2.5 of Part A of these GTC);
  - b) the "[Service Description](#)" applicable to the ordered Services;

- c) the "[Service-Specific Terms](#)" applicable to the ordered Services as respectively set out in Part B of these GTC; and
- d) the general provisions set out in Part A of these GTC.

Moreover, the parties may mutually agree on an "Individual Agreement" setting out certain overarching principles of their commercial relationship that shall apply to any Contract. The provisions of such Individual Agreement shall take precedence over the other contractual documents listed under lit. a) to d) above.

#### 2. Conclusion of contract

- 2.1 The offers made by 1NCE regarding the provision of the Services are non-binding. Such offers do not constitute a binding offer to conclude a contract, but merely a request for the submission of an order by the Customer in accordance with 1NCE's offer.
- 2.2 As a general rule, the Customer places its order via the 1NCE web shop. However, 1NCE reserves the right, in individual cases, to also allow the Customer, to submit a completed and signed order form to 1NCE; however, the Customer is not entitled to claim such form of ordering. With its order, the Customer submits a binding offer to conclude a contract.
- 2.3 The Customer undertakes to provide only true and correct information in the context of its order. In particular, the Customer shall ensure that the Customer's billing address indicated by the Customer corresponds to the address associated with the Customer's tax identification number or tax-exemption documentation, including any VAT identification number or state sales tax permit, as applicable. 1NCE may utilize an online tax engine relying on customer details (e.g. billing and shipping addresses) to determine taxes. To facilitate this process, the Customer shall ensure the provision of accurate country, state, postcode, and street address information. Address changes are not possible after the order has been placed.
- 2.4 1NCE expressly points out that any false statements made by the Customer in the context of the conclusion of the Contract may lead to the cancel-

lation or termination of the Contract and the assertion of damage claims through 1NCE under applicable statutory law. This applies, in particular, to situations in which a consumer pretends to act as a business to conclude a Contract (see Section 1.3 of Part A of these GTC).

- 2.5 A contract is only concluded when 1NCE accepts the Customer's order declaration by issuing an order confirmation, or, at the latest when 1NCE commences with the performance of the relevant contractual obligations (i.e., activation of the IoT SIM).
- 2.6 Written form (including by e-mail) is sufficient for all declarations of the Parties referred to in this Section 2.

### **3. 1NCE's performance obligations / Right to modify**

- 3.1 The Services are described in the applicable Service Description. The Service Description may be subject to changes during the term of a Contract in accordance with Section 3.6 of Part A of these GTC and the Service-Specific Terms. Changes will be communicated by 1NCE to the Customer as reasonably practicable in advance, usually at least one month before the change becomes effective.
- 3.2 1NCE performs the Services within the boundaries of its technical and operational capabilities. Further details are set out in the Service Description and Service-Specific Terms.
- 3.3 Unless otherwise agreed between the parties in writing (including by email), CIP Incoterms® 2020 shall apply when sending IoT SIMs to delivery addresses of the Customer
- 3.4 The IoT SIM is provided to the Customer as a sale; the IoT SIM therefore becomes the Customer's property when it is handed over to the Customer. The right of 1NCE (a) to deactivate or block the IoT SIM or (b) to make designated configuration changes to the IoT SIM or to download and install software updates on the IoT SIM by OTA (Over the Air) remote control for the purpose of continued service provision, as part of the Services and in accordance with the provisions of these GTC, shall remain unaffected and shall continue for the entire term of the contract. From the time of transfer of risk, the Customer bears the risk of accidental loss or accidental deterioration of the IoT SIM. In particular, 1NCE is therefore not obliged to replace a IoT SIM that has been lost or damaged or rendered unusable due to circumstances not attributable to 1NCE. All Quotas are also linked to the use of the specific IoT SIM provided. Therefore, in the case of sentence 4, 1NCE is not obliged

to transfer any remaining Quota that cannot be used anymore to another IoT SIM or to make any other reimbursement to that effect.

### **3.5 DISCLAIMER OF WARRANTIES AND LIABILITIES.**

CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED BY 1NCE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SUBJECT TO THE SERVICE LEVEL AS DEFINED IN THE SERVICE DESCRIPTION, 1NCE DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA USED BY THE CUSTOMER; THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; OR THAT THE PRODUCTS AND SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND WIRELESS COMMUNICATIONS. 1NCE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. 1NCE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM THE FAILURE OF THE CUSTOMER OR ITS END USER TO SECURE COMPLIANCE MENTIONED IN SECTION 4.3 OF THESE GTC IN THE RELEVANT JURISDICTION IN WHICH THE SERVICES SHALL BE USED. 1NCE SHALL NOT BE LIABLE TOWARDS THE CUSTOMER OR ITS END USER FOR DISABLING MOBILE CONNECTIVITY FOR THE SERVICES IF 1NCE IS MANDATED TO DISABLE SUCH MOBILE CONNECTIVITY PURSUANT TO ORDERS OR INSTRUCTIONS FROM GOVERNMENTAL AUTHORITY OR PURSUANT TO COURT ORDERS. Liability for damages is limited in accordance with the provisions of Section 8 of these GTC.

- 3.6 For operational reasons and/or reasons of technological development, 1NCE shall be entitled to change the specifications and functionalities of the Services and to adapt the Service Description accordingly, provided that the respective change

does not reduce or impair the essential performance characteristics of the Services. This may also result in changed system requirements to be observed by the Customer. Sentences 1 and 2 shall apply mutatis mutandis to modifications, phase-outs or the commercial unavailability of Radio Access Technologies (RAT) by roaming access providers in a given country. The same shall not constitute a relevant reduction or impairment of the essential performance characteristics of the Services as long as (i) at least one alternative RAT remains commercially accessible in a given country or (ii) 1NCE has made commercially reasonable efforts to obtain such alternative. Any resulting change in system requirements shall be observed by the Customer (see Section 2 of Part B for 1NCE Connect).

3.7 1NCE may restrict or suspend, without releasing the Customer from its obligation to pay the applicable charges, any affected Service

- a) in the event of a default of payment of the Customer, subject to 14 days' prior notice to the Customer in text form;
- b) in the event of a material breach by the Customer of applicable laws and regulations (e.g., with regards to the compliance obligations of the Customer stipulated in Sections 4.3 and 10 of Part A of these GTC), without prejudice to any right of 1NCE to terminate in such case the contractual relationship exceptionally for good cause (see Section 6.2 of Part A of these GTC);
- c) as set out in the Service Description or Service-Specific Terms (e.g., for required maintenance or network security purposes); or
- d) as required or permitted by applicable laws and regulations, in particular where required by a competent court or regulatory authority.

1NCE shall inform, where practically feasible, the Customer without undue delay in advance of any such restriction or suspension of Services.

3.8 The provision of the Services by 1NCE is otherwise subject to the provisions of the applicable Service-Specific Terms, these GTC as well as applicable laws and regulations.

#### 4. Terms of use / Cooperation obligations of the Customer

4.1 The Customer may use the Services only in accordance with the Contract for its own purposes or as an integral part of an IoT solution provided by it to third parties (end users).

4.2 The Customer is not permitted to make the Services available to third parties for their sole use or to otherwise pass them on directly to third parties without the prior permission of 1NCE. In particular, the Customer is not entitled to act as a provider of telecommunications services using the IoT SIMs made available to it for use or to offer mobile communications services, switching or interconnection services to third parties.

4.3 The Customer shall comply with all applicable laws and regulations governing the Customer's use of the Services at the respective place of use, including but not limited to telecommunications and data protection regulations (e.g. data processing, data security, and data export laws). The Customer is responsible for obtaining any necessary clearances, consents, approvals, licenses or permits from the authorities or government agencies if such is required for the use of the Services and/or any product delivered by 1NCE in the conjunction with the same. Where applicable, the Customer shall procure that its end users and other downstream parties comply with all of the aforementioned requirements. The Services may not be used abusively or in any other illegal manner in violation of applicable federal or state law, nor may they be used in violation of these GTC. In particular, the Customer shall not, and shall procure that its customers, agents, sub-contractors and employees shall not transmit information with illegal or immoral content or to refer to such content.

4.4 The Customer undertakes to comply with the system requirements for the use of the Services specified in the Service Description and to comply with the cooperation obligations specified in these GTC and the Service Description. To the extent non-observance of the system requirements in accordance with sentence 1 by the Customer can have a detrimental effect on network operation, in particular on network security or network integrity (e.g. in the case of operation of non-network-compliant terminal devices by the Customer), 1NCE shall in particular be entitled to block the relevant IoT SIM; any further rights and claims of 1NCE shall remain unaffected. The Customer is further obliged

- a) to notify 1NCE's customer service without undue delay of the loss of the IoT SIM provided to the Customer;
- b) to notify 1NCE without undue delay in writing (including by e-mail) of any change in its name or company name, legal form, address or in-

voice recipient, or to have a third party authorized to do so notify 1NCE accordingly (see also Section 2.3 sentence above);

- c) to keep personal access data (such as passwords) confidential and to change them without undue delay if it is suspected that unauthorized persons may have gained knowledge of them, and to ensure that only authorized users are permitted access the platform;
- d) to make backup copies of all Customer data used in connection with the Services at reasonable intervals in order to enable lost or destroyed Customer data to be restored with reasonable effort; and
- e) in the event of a request for information addressed to 1NCE by authorities or courts in connection with the Services, to provide 1NCE without delay with the information requested by 1NCE in relation to the Customer and, in particular, to transmit to 1NCE documents and information necessary so that 1NCE can comply with the relevant request for information.

- 4.5 In the event the Services are intended to be used to monitor and/or control critical infrastructure or other organizations and facilities of major importance, Customers are strongly advised to ensure the availability of all available Radio Access Technologies (RAT), networks, and bearers in the device used. To prevent service interruptions, the Customer should, where possible, ensure that at least one fallback RAT is always accessible.

## 5. Charges

- 5.1 The Customer shall pay the charges agreed between the Parties in the relevant Order. Charges are usually set out as:

- One-time charges that are payable to 1NCE for any one-off transaction (e.g., sale of an IoT SIM, shipping fees);
- Recurring charges that are payable to 1NCE on an ongoing basis, at intervals agreed between the parties (e.g., monthly recurring charges for making available a cloud software platform);
- Prepaid charges that are paid by the Customer in advance for a pre-defined volume of Services that may be used over a certain period of time (e.g., Quota of usable data volumes linked to a certain IoT SIM); or
- Consumption-based charges that are calculated on a time-and-material basis per product or Service.

Subject to any deviations agreed by the parties in an Individual Agreement, the charges may vary from one Order to another and shall be based on the 1NCE's applicable Price List (hereinafter referred to as the "Price List") applicable at the time of concluding the relevant Order

- 5.2 Unless otherwise agreed, payments by the Customer must be made within 14 days of receipt of the invoice at the latest.
- 5.3 1NCE is not obliged to provide partial deliveries. In particular, no activation or dispatch of partial quantities of ordered IoT SIMs will take place.
- 5.4 All charges shall be in USD plus any applicable federal, state or local taxes and fees (which shall also be borne by the Customer). Any taxes, levies, duties and similar charges incurred outside the United States in connection with the Services shall be borne by the Customer. The Customer is responsible for import clearance and shall cover any applicable charges, customs duties, and taxes at the country of destination.
- 5.5 For bank transfers, wire transfers or other payments made in a currency other than U.S. dollars, or for any international payment routed through non-U.S. financial institutions, additional charges may apply. These may include fees imposed by the Customer's bank, intermediary banks, routing banks or receiving banks, including but not limited to SWIFT wire fees, correspondent bank fees, lifting fees, processing fees or foreign exchange charges. The Customer shall bear all such charges and fees in full. Payments must be credited to 1NCE in full, in U.S. dollars, without deductions, set-offs, bank charges or currency conversion losses.
- 5.6 The Customer may only set off payment claims asserted by 1NCE against counterclaims which are undisputed or have become res judicata. The same applies to any rights of retention asserted by the Customer.
- 5.7 One-time charges and other charges that are not agreed by the parties as being applicable for future Orders may undergo changes from one Order to the other. Unless otherwise agreed by the parties, such charges shall be determined by the 1NCE Price List applicable at the time of concluding the relevant Order.
- 5.8 Adjustment of recurring and other charges

- a) 1NCE is entitled, to adjust recurring and other charges for the Services that are agreed to apply to multiple Orders, in order to reflect changes in the total costs on which 1NCE's calculation of such charges is based. The development of total costs may be measured by changes in the cost structure for (a) wholesale products, including e.g., network access and use, provision and operation of network infrastructure (e.g., for technology, special network access and user interconnections, technical service), (b) personnel costs, (c) energy costs, (d) other overheads or (e) taxes, fees or other levies imposed by public authorities on 1NCE.
  - b) Charges shall only be increased pursuant to lit. a) if there is an increase in the total costs. Increases in a certain type of total costs may only be used to justify a charge increase to the extent that these are not offset by cost reductions in other areas
  - c) Furthermore, adjustments of charges must always be implemented to the extent this is ordered by decision of the Federal Communications Commission (FCC) or any other national regulatory authority, regardless of whether the decision is addressed to 1NCE or to a supplier or subcontractor of 1NCE passing on the adjustment to 1NCE.
  - d) Adjustments of charges under this Section 5.8 shall only be made after the relevant Service has been provided under the applicable Contract for a period of at least twelve months. Thereafter, such adjustments may occur no more than once per Contract year; any price adjustment will be notified to the Customer in text form at least one month before its effective date.
- 5.9 Notwithstanding Section 5.8 above, 1NCE is entitled, and in the case of a reduction obliged, to adjust the prices at the time of any change in statutory value-added tax. The Customer does not have the right to terminate the Contract in connection with such a price adjustment.

## **6. Contract Term / Termination**

- 6.1 Subject to any deviating term set out in Part B of these GTC, the following contract terms and termination provisions shall apply to the Contracts respectively entered into by the parties:
  - a) A Contract entered into for an indefinite period may be terminated by either party with a period of notice of two months.

- b) A Contract entered into with a minimum term may be terminated by either party with a period of notice of one month, at the earliest as of the end of the minimum term. If no such termination is declared, the minimum term shall respectively extend for a twelve months period unless terminated by either party with a period of notice of two months to the end of the relevant extended minimum term.
- c) A Contract entered into with a fixed term automatically ends as of the end of the fixed term without the need to declare termination.
- d) A Contract relating to an Add-on Service may be terminated by either party in accordance with the period of notice agreed as part of the respective Add-on option (if any) or, if no such special period of notice is stipulated, with the period of notice applicable to the main Service on which the Add-on Service is necessarily based. Upon termination of the Contract for such main Service, the Contract relating to the Add-on Service shall also automatically end.

6.2 1NCE may terminate this contract without prior notice for good cause, including for material breach of this agreement.

6.3 Any termination must be made in writing (including by e-mail) in order to be valid.

## **7. Rights of use / IP rights of third parties**

7.1 To the extent 1NCE provides the Customer with software for use within the scope of the Services, 1NCE grants to the Customer a non-exclusive right to use the software for the duration of the respective contract term. This right of use is not transferable and subject to the restrictions resulting from these GTC, the Service Description and the Service-Specific Terms. Further rights to use the software are not granted to the Customer. Similarly, the Customer shall not be granted any rights to modify the software unless such rights are required by mandatory law.

7.2 If, in respect of the rights of use referred to in Section 7.1 above, a violation of third-party intellectual property rights is asserted or threatened to be asserted, 1NCE shall be entitled, at its own discretion and expense, to secure the Customer's right of continued use or to modify the software in order to prevent infringements of intellectual property rights or to temporarily suspend the provision of the software. Any claims of the Customer are excluded to the extent that the infringement relates to an unauthorized modification of the



software by the Customer or its other use by the Customer in breach of the provisions of these GTC, the Service Description and the Terms of Service.

## **8. Liability**

Any liability of 1NCE for damages and/or reimbursement of expenses arising from or in connection with the contractual relationship between 1NCE and the Customer shall be subject to the following limitations:

### **8.1 Liability of 1NCE and the Customer**

EXCEPT AS EXPRESSLY PROVIDED IN THESE GTC, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS, LOST GOODWILL, LOST REVENUE AND LOST OPPORTUNITY) ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THESE GTC OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER. The foregoing limitation of liability and exclusion of damages shall apply (1) even if a party had or should have had knowledge, actual or constructive, of the possibility of such damages, (2) whether a claim is based on breach of contract, breach of warranty, tort (including negligence), product liability, strict liability or otherwise, and (3) notwithstanding any failure of essential purpose of any limited remedy herein.

### **8.2 Customer Indemnification to 1NCE**

To the fullest extent permitted by applicable law, the Customer shall defend, indemnify, and hold harmless 1NCE and its respective directors, officers, employees, agents and representatives from and against any and all losses arising out of or relating to any and all claims, liabilities, liens, demands, obligations, actions, proceedings, suits or causes of action of every kind (regardless of whether or not such losses are caused in part by a party indemnified hereunder) arising out of or related to failure of the Customer to comply with any law, including the failure to pay taxes, duties, or fees, damage to any property resulting from and/or caused by the Customer in connection with the performance or non-performances of the Customer's obligations under this contract; or negligence, recklessness, willful misconduct, fraud or bad faith of the Customer.

## **9. Limitations to performance obligations: Force Majeure / Reservation as to availability of supplies**

9.1 Neither party shall be liable for the fulfillment of its obligations if such fulfillment is prevented by force majeure. This includes events which are unforeseeable, irresistible and beyond the parties' control, particularly including severe weather, flood, landslide, earthquake, storm, lightning, fire, epidemics, pandemics, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labor unrest, sabotage, interruptions of energy supply, expropriation by governmental authorities.

9.2 1NCE's obligation to perform is also subject to the proper and timely availability of supplies with products or advance performances provided by the suppliers of 1NCE. However, this shall be subject to 1NCE having concluded with due care a congruent cover transaction with the respective supplier and the improper or untimely supply being not attributable to a fault of 1NCE. Products or advance performances in the sense of sentence 1 shall include, but are not limited to, services or transmission lines procured by 1NCE from other suppliers of telecommunications services, supplies of hardware or software or other technical services from third parties (e.g. electricity supplies).

## **10. Export Control**

10.1 The Customer shall comply with all applicable provisions of sanctions, embargo and (re-)export control law, including in any event those of the European Union, the United States of America and any other locally applicable legal system (hereinafter referred to altogether as "Export Law"). Individual deliveries and/or provisions of Services may be subject to export control restrictions and prohibitions.

10.2 Upon request, the Customer shall provide 1NCE with information about the intended use of the Services and their place of use, including, if applicable, those of relevant other end users. The Customer shall notify 1NCE reasonably in advance before providing any information to 1NCE that is of a defense-related nature or which, due to governmental regulations would require precautions in terms of controlled or special data processing.

10.3 The Customer shall not, except as permitted by Export Law, and any applicable governmental authorizations implementing the same:

- a) download, install, access or use the Services from a location that is prohibited by Export Law;

- b) use the Services in connection with other products or services of a legal or natural person or organization that is included on an export sanctions list or that belongs to or is under the control of a listed party, or transfer, (re)export or otherwise make the Services (including any product or information provided with it) available to a legal or natural person or organization that is listed on an export sanctions list;
  - c) use the Services for any purpose prohibited under Export Law (e.g., in connection with defense equipment, nuclear technology or weapons);
  - d) upload content to 1NCE OS or any other cloud platform for digital services of 1NCE, unless such content is not subject to export control (e.g., in the EU: AL = N; in the US: ECCN = N or EAR99); and/or
  - e) enable any of the aforementioned actions by a user of the Services.
- 10.4 Customer certifies that it is not a sanctioned person and that it is not owned or controlled, directly or indirectly, by one or more sanctioned persons, or located in, under the control of, or a national or resident of any embargoed country. For purposes of this clause, "sanctioned person" means any person or entity listed on any of the following sanctions lists:
- a) the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions (the "EU Consolidated List");
  - b) the Specially Designated Nationals and Blocked Persons List (SDN List) maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC);
  - c) the Consolidated List of Financial Sanctions Targets published by His Majesty's Treasury (HMT) in the United Kingdom; and
  - d) the Consolidated Canadian Autonomous Sanctions List maintained by Global Affairs Canada.

10.5 Any breach of Section 10 shall constitute a material breach of contract which shall entitle 1NCE to seek appropriate remedies, including but not limited to the termination of the Contract.

## 11. Data Protection / Confidentiality

11.1 The parties undertake to process any personal

data transferred to them by the respective other party in the context of establishing and implementing the contractual relationship in accordance with the applicable legal provisions, in particular the provisions of federal or state privacy or data protection laws.

11.2 The parties also undertake to treat all other confidential information of the other party that the receiving party becomes aware of in connection with the contractual relationship as strictly confidential and not to disclose such information to any third party for an unlimited period of time.

11.3 1NCE uses the payment service provider Stripe Payments Europe Ltd, The One Building, 1 Grand Canal Street Lower, Dublin 2, Ireland (hereinafter referred to as "Stripe") for payment processing (see Sections 5.1 and 5.2 of these GTC). All (personal) data provided by the Customer during the payment process will be processed by Stripe and may in some cases also be collected directly by Stripe. For further information on Stripe's data protection, the Customer may refer to Stripe's privacy policy, which is currently available at: <https://stripe.com/de/privacy>.

11.4 1NCE points out that it uses the usage data arising within the framework of the implementation of the contractual relationships with all customers in anonymous and aggregated form for its own statistical purposes. This is done for the purposes of network capacity planning as well as for continuous quality assurance and improvement of the services provided by 1NCE.

11.5 The Customer acknowledges that it is solely responsible for implementing appropriate security measures for any data transmitted through the use of the Services. Customer is solely responsible for any loss due to the loss or compromise of data through the use of the Services. 1NCE will use commercially reasonable efforts to maintain safeguards designed to protect the confidentiality and integrity of the data transmitted through the use of the Services, and to prevent unauthorized access.

## 12. Notices

Any notice required to be given hereunder shall be in writing and deemed to have been sufficiently given, (i) when delivered in person, (ii) on the next Business Day after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by



a recognized express courier, or (iii) when delivered via e-mail, on the same business day.

### **13. Amendment of these General Terms and Conditions**

13.1 1NCE shall be entitled to unilaterally amend these GTC and the Service-Specific Terms – to the extent they are included in the contractual relationship with the Customer as appropriate or necessary in response to changes in law, court rulings or other market conditions, in particular technical conditions, and the amendment preserves the equivalence of performance and consideration.

13.2 To the extent 1NCE intends to make an amendment to these GTC exceeding the above, 1NCE shall notify the Customer of this in writing (including by e-mail) at least one month before the amendment becomes effective. The Customer is entitled to terminate the contractual relationship with effect from the effective date of the relevant amendment. If the Customer does not terminate within one month after receipt of the amendment notification from 1NCE, the relevant amendment shall become an integral part of the contract at the time it becomes effective. 1NCE shall inform the Customer of this legal consequence in the amendment notification.

### **14. Final provisions**

14.1 The Customer may only assign or transfer claims, rights or obligations arising out of the contractual relationship to a third party after prior consent of 1NCE in writing (including by e-mail).

14.2 1NCE shall be entitled at any time to have the Services rendered in whole or in part by affiliates or by subcontractors. In this case, however, 1NCE fully remains responsible for the provision of the Services in relation to the Customer.

14.3 Moreover, to the extent required for regulatory or tax reasons, 1NCE shall be entitled to transfer an Order in whole or in part to an affiliate of 1NCE that has the licenses, permits and/or notifications required to provide the Services in the relevant country. 1NCE shall notify any such transfer to the Customer in text form in advance.

14.4 If any provision of these GTC is invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the applicable statutory provisions.

14.5 The failure or delay of either party to exercise any right, power or remedy under these GTC or any related agreement shall not constitute a waiver thereof. Any waiver must be in text form and shall

be valid only in the specific instance in which it is given.

14.6 The law of the state of Florida shall apply to these GTC and all legal relations between 1NCE and the Customer, excluding the provisions governing conflicts of laws.

14.7 The Customer agrees to resolve all disputes in a court of appropriate jurisdiction located in Miami-Dade County, Florida. The Customer consents to the exclusive jurisdiction and venue of courts located in Miami-Dade County, Florida. Both parties waive their right to a trial by jury.