

YESIM

Effective Date: August 10, 2026

PART A – TERMS OF SERVICE

These Terms of Service (the “**Terms**” or “**ToS**”) govern the access to and use of the Platform (as defined below) by the business customer accepting these Terms.

By accepting these Terms, the Customer (as defined below) enters into a legally binding agreement with **Genesis Group AG**, incorporated under the laws of the Switzerland with the registration No CHE-135.623.633, having its registered address at Bahnhofstrasse 4, 6340 Baar, Switzerland (“**Yesim**”) on the terms set out herein.

The Customer and Yesim are each referred to herein as a “**Party**” and together as the “**Parties**”.

1. DEFINITIONS

For the purposes of these Terms, the following definitions apply:

- (a) “**Acceptable Use Policy**” or “**AUP**” means the rules and restrictions governing the permitted use of the Platform and Mobile Data, which forms an integral part of these Terms and is incorporated herein by reference.
- (b) “**Authorized Users**” means the Customer’s employees, officers, contractors, consultants, representatives or other individuals to whom the Customer provides, allocates or otherwise makes available Mobile Data for the Customer's internal business or travel purposes.
- (c) “**Business Day**” means any day other than a Saturday, Sunday, or public holiday in Switzerland or in the country of registration of the Customer, on which Credit Institutions are open for normal business operations in both jurisdictions.
- (d) “**Clients**” means the individual end-users to whom the Customer resells and allocates Mobile Data under its own name and brand, excluding Authorized Users.
- (e) “**Customer**” means the legal entity, sole proprietor, individual entrepreneur or other business customer that has accepted these Terms.
- (f) “**Confidential Information**” means any technical, financial, commercial or other information disclosed by one Party to the other in connection with these Terms, in oral, visual, written, electronic or other form, which is designated as confidential or would reasonably be understood to be confidential.
- (g) “**Credit Institutions**” means banks, payment institutions, acquiring service providers and other financial institutions relevant for the processing of payments under these Terms.
- (h) “**DPA**” means the Data Processing Agreement between Yesim and the Customer governing the processing of Personal Data in connection with the Platform, which forms an integral part of these Terms and is incorporated herein by reference.
- (i) “**Fair Usage Policy**” or “**FUP**” means the fair usage policy, applicable to any Mobile Data offered via the Platform that is advertised or described as unlimited, which forms an integral part of these Terms and is incorporated herein by reference.

- (j) **“Force Majeure”** means any event or circumstance beyond the reasonable control of a Party as further described in Section 14.
- (k) **“Intellectual Property”** means all rights, titles and interests in and to the Platform, including without limitation any and all amendments, updates, upgrades, elements, applications, algorithms, source code, software, documentation, technical know-how, business names, patents, trademarks, service marks, trade secrets, design rights (whether registerable or not), images, visual, media, audio, textual and other data, icons, marks and logos of Yesim, and any other similar rights whether registerable or not in any country.
- (l) **“Mobile Data”** means mobile internet data made available through the Platform and purchased by the Customer in the form of Mobile Data Plans or Mobile Data Traffic for further resale to its Clients or allocation to Authorized Users, as applicable.
- (m) **“Mobile Data Plans”** means predefined Mobile Data packages (e.g. 1 GB, 5 GB, 10 GB).
- (n) **“Mobile Data Traffic”** means Mobile Data measured by volume (e.g. in megabytes or gigabytes).
- (o) **“Personal Data”** means any personal information relating to an identified or identifiable individual processed under these Terms, in accordance with applicable data protection laws.
- (p) **“Platform”** means the platform available at <https://core.yesim.biz/>, owned and operated by Yesim, which incorporates an instrument for the purchase, reselling and allocation of Mobile Data, together with all its components, technologies, technical solutions, source code, data exchange mechanisms, software, hardware, updates, modifications and other related elements.
- (q) **“Profile”** means the main account created by Yesim for the Customer upon integration of the Platform, enabling the Customer to access the list of available Mobile Data, purchase and activate Mobile Data, view information on purchased Mobile Data, including activation and expiration dates, payment amounts and schedules, usage details, and access support service.
- (r) **“Profile Balance”** means the balance recorded in the Customer's Profile and available for the purchase of Mobile Data through the Platform, including amounts credited through Top-Ups and, where applicable, any Test Funds or other credits allocated by Yesim.
- (s) **“Restricted Territories List”** means the list of countries, territories or regions designated by Yesim from time to time in relation to which the marketing, sale, resale, distribution, activation, purchase, allocation or provision of Mobile Data, or access to or use of the Platform, is prohibited, restricted or subject to Yesim's prior written approval. Yesim may adopt, amend or withdraw the Restricted Territories List from time to time, acting reasonably and based on legal, sanctions, AML/CFT, fraud, supplier, payment, banking, technical, security, operational or other compliance and risk considerations, by publishing the updated Restricted Territories List on the Platform or otherwise notifying the Customer.
- (t) **“Special Terms”** means any written agreement, addendum, order form or other document expressly entered into between the Parties for the purpose of supplementing, modifying or derogating from these Terms.

- (u) **"T&C"** means the terms and conditions established independently by the Customer and applicable to its Clients, including pricing and payment terms, provided that such T&C are consistent with the Acceptable Use Policy and the technical and functional capabilities of the Platform.
- (v) **"Technical Specification"** means the documentation and requirements for the installation, integration and use of the Platform provided by Yesim via API, as may be amended by Yesim from time to time and forming an integral part of this Agreement.
- (w) **"Test Funds"** means the promotional or trial credits that Yesim may, at its sole discretion, allocate to the Profile Balance free of charge for onboarding, testing, evaluation or other limited purposes determined by Yesim.
- (x) **"Top-Up"** means a prepayment made by the Customer to add funds to its Profile Balance for the purpose of purchasing Mobile Data through the Platform.

2. SUBJECT MATTER

2.1. Platform Access

- (a) Subject to these Terms and to any implementing rules and instructions that Yesim may issue from time to time, Yesim hereby grants the Customer a **limited, non-exclusive, non-transferable, revocable right** to access and use the Platform solely for:
 - (i) purchasing and reselling Mobile Data to Clients;
 - (ii) purchasing and allocating Mobile Data to Authorized Users;
 - (iii) monitoring Mobile Data usage; and
 - (iv) using other services provided via the Platform, in each case strictly in accordance with these Terms.
- (b) Nothing in these Terms shall be construed as granting the Customer any exclusive rights. Yesim, and any of its officers, directors, agents, affiliates or employees, shall remain free at any time to use the Platform and to authorize or engage any third party to perform activities identical or similar to those contemplated under these Terms, anywhere in the world.

2.2. Platform Use

- (a) The Customer shall resell Mobile Data to Clients and/or allocate Mobile Data to Authorized Users under the Customer's own name and brand.
- (b) Where the Customer resells Mobile Data to Clients:
 - (i) The Customer shall act independently and on its own behalf, including using its own Client databases and other lawful data sources and means to contact Clients.
 - (ii) The Customer shall independently determine its T&C with its Clients, including pricing and payment terms. The Customer shall be liable for compliance of such T&C with the Acceptable Use Policy, the technical and other capabilities of the Platform, and for all representations, warranties and commitments made by the Customer therein.

- (iii) The Customer shall collect, account for and record payments and revenues from use of the Platform, including from the resale of Mobile Data, separately from other revenues.
- (c) Where the Customer allocates or otherwise makes Mobile Data available to Authorized Users, the Customer shall ensure that all such Authorized Users are informed of and comply with the Acceptable Use Policy and any other applicable restrictions communicated by Yesim from time to time.
- (d) The Customer shall independently provide support services to its Clients and Authorized Users. In case of Platform-related technical problems, the Customer shall immediately forward the relevant complaint to Yesim's support service via the Platform's integrated forwarding system or to the following email address: core.support@yesim.app.
- (e) The Customer shall maintain commercially reasonable records relating to its use, resale or allocation of the Mobile Data and the Platform. Upon reasonable request by Yesim, the Customer shall provide such information and supporting documentation as may be reasonably necessary for: (i) payment reconciliation; (ii) investigation of suspected fraud, abuse or prohibited activities; (iii) compliance with applicable law or regulatory requirements; or (iv) responding to requests from upstream providers, payment providers or competent authorities related to the Platform or Mobile Data.

3. ONBOARDING

3.1. Platform Integration

- (a) The Customer shall integrate and launch the Platform, data exchange mechanisms and other software, materials and information required or expedient in connection with the Platform into the Customer's website or otherwise, in strict compliance with the Technical Specification provided by Yesim. All data may be transmitted via API; documentation is available at: <https://documenter.getpostman.com/view/19324374/2sA3kbg28#3ea06cac-607d-4005-b5d8-3960c98e7b0a>.
- (b) Upon integration of the Platform, Yesim shall create the Profile for the Customer.

3.2. Verification

- (a) If separately requested by Yesim, prior to gaining full access to the Platform, the Customer shall complete such verification, onboarding and compliance checks as Yesim may reasonably require by providing such documentation and information as requested by Yesim, including but not limited to corporate registration documents, proof of identity, proof of address, proof of business activities, beneficial ownership information, tax information and any other information required by Yesim or under applicable law.
- (b) Yesim reserves the right, at its sole reasonable discretion, to decline onboarding of any Customer, to request additional documentation or information at any time, or to suspend or terminate access to the Platform where the Customer fails to satisfy Yesim's verification requirements or where Yesim has reasonable grounds to suspect fraud, misrepresentation or non-compliance with applicable law.

- (c) The Customer represents and warrants that all information and documentation provided during the verification process and at any subsequent point is true, accurate, current and complete, and the Customer undertakes to promptly notify Yesim of any material changes to such information.

3.3. Test Funds

- (a) Yesim may at its sole discretion allocate Test Funds to the Profile Balance.
- (b) Test Funds may be used only within the Platform and only for such purposes as Yesim may permit from time to time, including onboarding, testing, evaluation or other limited purposes determined by Yesim.
- (c) Test Funds do not constitute funds deposited by the Customer, do not form part of the Customer's Top-Ups and shall not give rise to any right to a refund, withdrawal, transfer, exchange, compensation or monetary payment of any kind.
- (d) Yesim may establish validity periods, usage limits and other conditions applicable to Test Funds and may modify, suspend, remove or expire any unused Test Funds at any time without liability to the Customer.
- (e) Any Mobile Data purchased or activated using Test Funds shall remain subject to these Terms, including all applicable restrictions, compliance requirements and usage policies.

4. COMPANY OBLIGATIONS AND RESTRICTIONS

4.1. General Conduct

The Customer shall conduct its activities in connection with its performance under these Terms and in dealing with its Clients honestly, fairly and in good faith. The Customer shall act and fulfil its obligations under these Terms faithfully and diligently and shall not allow its interests to conflict with its obligations hereunder. Yesim may, upon reasonable notice, request information from the Customer regarding its activities for compliance monitoring purposes.

4.2. Compliance with Instructions

The Customer shall comply, at its own expense, with all reasonable and lawful instructions and demands of Yesim.

4.3. Representations and Warranties

- (a) By accepting these Terms and using the Platform, the Customer represents and warrants to Yesim that:
 - (i) it has full legal capacity, right and authority to enter into these Terms and to perform its obligations hereunder, and, where the Customer is a legal entity or other organization, the individual accepting these Terms on its behalf is duly authorized to do so;
 - (ii) where the Customer is a legal entity or other organization, it is lawfully incorporated, established and validly existing under the laws of its jurisdiction of incorporation or establishment;

- (iii) it is legally permitted to carry out commercial activities, including, where applicable, the resale of Mobile Data, under the laws of the jurisdictions applicable to its business activities;
 - (iv) it is acquiring access to the Platform and the Mobile Data exclusively for business purposes, including commercial resale to Clients and/or allocation to Authorized Users, and not in its capacity as a consumer;
 - (v) it is solely responsible for compliance with all applicable tax laws and regulations in the jurisdictions in which it operates, including the declaration, reporting and payment of any taxes arising from its activities under these Terms; and
 - (vi) it is solely responsible for compliance with all other applicable laws and regulations in the jurisdictions in which it operates, including any licensing, registration and telecommunications regulatory requirements.
- (b) Any breach of this Section constitutes a material breach of these Terms and entitles Yesim to immediately suspend or limit the provision of Mobile Data or access to the Platform.

4.4. Profile Security and Access

- (a) The Customer shall be solely responsible for: (i) maintaining the confidentiality and security of its Profile credentials, API keys, access tokens and other authentication information; (ii) all access to and use of the Platform through the Customer's Profile or integrations, whether authorized by the Customer or not; and (iii) ensuring that access to the Platform is granted only to its duly authorized employees, contractors and representatives.
- (b) The Customer shall promptly notify Yesim of any actual or suspected unauthorized access, security incident or misuse relating to the Platform or the Customer's Profile.

4.5. Intellectual Property and Branding

The Customer shall not use Yesim's name, trademarks or other Intellectual Property **in any form or for any purpose other than expressly permitted under these Terms or separately authorized in writing by Yesim**. Any production, modification or use of marketing, informational or promotional material provided by Yesim is strictly prohibited without Yesim's prior written consent.

4.6. No Agency or Representation

- (a) The Customer shall not, under any circumstances, represent itself as a representative, agent, distributor, employee, authorized person or officer of Yesim, or claim any relationship with Yesim other than as expressly specified herein.
- (b) The Customer shall have no authority to, and shall not take any action which might reasonably create the impression that the Customer is authorized:
- (i) accept any offers for the activities of Yesim on behalf of Yesim, except as expressly defined in these Terms;
 - (ii) to enter into, execute, acknowledge, deliver, cancel or amend any contract, agreement, commitment or other instrument whatsoever;

- (iii) incur any liability for or on behalf of Yesim; or
- (iv) accept or receive any payments on behalf of Yesim.

4.7. Prohibited Activities

The Customer **SHALL NOT**:

- (a) copy, reproduce, modify, adapt, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Platform, its services or other Intellectual Property of Yesim, or interfere with the Platform's performance or functionality, nor permit any third party to do so;
- (b) use or encourage, permit or assist any Client, Authorized User or third party to use the Platform or its services in a manner that: (i) is inconsistent with these Terms or the Technical Specification; (ii) causes technical problems to or disrupts the Platform or its services; (iii) is fraudulent or unlawful; or (iv) in Yesim's reasonable determination, is otherwise materially detrimental to Yesim's business, reputation or operations;
- (c) engage in, participate in, perform, encourage, or permit any misuse of the Platform, its services and other products of Yesim, including but not limited to: spamming, distributing of unsolicited email, unsolicited advertisement, promotional information or other communications, transmitting or distributing viruses or other technologically harmful, destructive, malicious, spying, offensive or obscene materials, programs and/or codes, harmful agents or mechanisms that is designed to disrupt functionality, harm, disable or collect information;
- (d) hack into any aspect of the Platform, its services or other products of Yesim; or
- (e) use, or permit any Client, Authorized User or third party to use, the Mobile Data or the Platform for Internet of Things (IoT), machine-to-machine (M2M), or other embedded-device connectivity purposes, including where a eSIM is installed in or primarily intended to provide connectivity to a device rather than an individual end user, except with Yesim's prior written approval.

4.8. Export Controls and Sanctions

- (a) The Platform and its proprietary features, functionality, interfaces, source code and any included software may be subject to export control laws and economic sanctions laws, regulations and requirements of the European Union, Switzerland, the United Nations and other jurisdictions applicable to the Parties or to the use of the Platform. By accepting these Terms and using the Platform, the Customer represents and warrants that:
 - (i) it is not located in, under the control of, or a national or resident of any jurisdiction or person subject to such restrictions and is not otherwise subject to any applicable sanctions or export-control prohibitions; and
 - (ii) it will comply with all sanctions, export-control and trade-restriction laws that are applicable to it, to the use or marketing of the Platform, or to the resale/allocation of Mobile Data, and shall not make the Platform or Mobile Data available to any person or

jurisdiction where such availability would cause either Party to be in violation of any applicable sanctions or export-control restrictions.

- (b) Any breach of this Section constitutes a material breach of these Terms and entitles Yesim to immediately suspend or limit the provision of Mobile Data or access to the Platform.

4.9. Responsibility for Personnel, Clients and Authorized Users

The Customer shall be fully responsible and liable for the acts and omissions of its employees, officers, contractors, representatives and any other persons acting on its behalf, as well as its Clients and Authorized Users, in connection with these Terms and the use of the Platform or Mobile Data, as if such acts and omissions were those of the Customer itself.

5. YESIM OBLIGATIONS AND DISCLAIMERS

5.1. Technical Support

- (a) Yesim shall provide the Customer with the Technical Specification for integrating, configuring and launching the Platform and related software, materials and information required in connection with the use of the Platform. The Technical Specification may be amended by Yesim from time to time upon notice to the Customer.
- (b) Where necessary and if requested by the Customer, Yesim shall assist the Customer in the implementation, integration, configuration and launching of the Platform.

5.2. Nature of Service

Yesim **IS NOT A TELECOMMUNICATION OR ELECTRONIC COMMUNICATION OPERATOR OR PROVIDER** (including, without limitation, any wireless communication service operator), but acts solely as the **DISTRIBUTOR** of mobile data provided by its partners. In this regard, Yesim shall not be liable for the quality and accessibility of the Mobile Data or for any restrictions or limitations on the use of eSIM profiles and Mobile Data in particular countries or regions.

5.3. Costs

In no case shall Yesim be liable for any costs incurred by the Customer unless such costs have been previously agreed by Yesim in writing.

6. NO WARRANTIES

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY ACKNOWLEDGES AND AGREES THAT YESIM MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, AVAILABILITY, COMPLETENESS OR SUITABILITY OF THE PLATFORM, ITS SERVICES, SOFTWARE OR THE MOBILE DATA, INCLUDING ACCESSIBILITY, SPEED OR QUALITY OF MOBILE DATA.
- (b) THE PLATFORM AND MOBILE DATA ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". YESIM EXPRESSLY DISCLAIMS ANY LIABILITY ARISING FROM OR RELATED TO THE USE OF THE PLATFORM OR MOBILE DATA, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

7. PAYMENTS AND SETTLEMENT

7.1. Purchase of Mobile Data

- (a) The Customer may purchase Mobile Data through the use of funds available in its Profile Balance. To add funds to its Profile Balance, the Customer shall make a Top-Up in accordance with the payment methods and instructions made available by Yesim from time to time. Upon receipt of the relevant payment by Yesim, the corresponding amount shall be credited to the Profile Balance.
- (b) Yesim may establish a minimum Top-Up requirement. Such minimum Top-Up requirement may be established, modified or withdrawn by Yesim from time to time at its discretion. Yesim may refuse to process any Top-Up that does not satisfy the applicable minimum Top-Up amount.
- (c) Mobile Data shall be available for purchase at the prices and rates specified on the Platform for the relevant Mobile Data Plans or Mobile Data Traffic at the time of purchase. Upon purchase of any Mobile Data Plan or Mobile Data Traffic, the applicable purchase price shall be automatically deducted from the Profile Balance.
- (d) The Customer is solely responsible for maintaining a sufficient Profile Balance. Yesim shall have no obligation to permit purchases that exceed the available Profile Balance.

7.2. Price Changes

- (a) Yesim reserves the right to amend prices and rates at any time. From the effective date of the relevant amendment, all purchases of Mobile Data and use of the Platform shall be subject to the amended prices and rates published or otherwise communicated by Yesim.
- (b) Yesim shall give the Customer not less than 7 (seven) calendar days' prior written notice of any material increase in prices or rates. Non-material adjustments and reductions may take effect without prior notice.
- (c) Notwithstanding the foregoing, where any upstream telecommunications provider, carrier, or network partner imposes an immediate or unanticipated price increase, Yesim shall be entitled to implement the corresponding amendment with immediate effect and shall notify the Customer of revised prices and rates as soon as reasonably practicable.
- (d) If the Customer does not accept a material price increase notified under this Section 7.2, it may terminate these Terms in accordance with Section 9.4. For the avoidance of doubt, the Customer's continued use of the Platform or purchase of Mobile Data following the effective date of the relevant amendment shall not prejudice the Customer's right to terminate these Terms within the timeframe specified in Section 9.4.

7.3. Invoicing

- (a) All payments shall be made using the payment methods designated or otherwise made available by Yesim from time to time. A payment shall be deemed received only when the relevant funds have been irrevocably credited to the account or other payment destination designated by Yesim.

- (b) All invoices and other payment-related documents may be issued in electronic form and shall be valid and enforceable without a physical signature, stamp or seal, to the extent permitted by applicable law.

7.4. Taxes

All amounts payable by the Customer under these Terms are exclusive of VAT and any other applicable taxes, duties or levies. The Customer shall be responsible for and shall promptly pay all VAT, withholding taxes and similar charges (other than taxes imposed on Yesim's net income). All transaction fees, bank charges, payment processing fees and similar costs associated with the selected payment method shall be borne by the payer.

8. LIABILITY

8.1. Limitation of Liability

- (a) Except for (i) liability arising from Yesim's fraud or wilful misconduct; and (ii) liability for death or personal injury resulting from Yesim's negligence, Yesim's aggregate liability under or in connection with these Terms shall be limited to the total amounts actually paid by the Customer to Yesim in the 12 (twelve) months immediately preceding the event giving rise to the claim.
- (b) Neither Party shall be liable for incidental, special, consequential or punitive damages, including but not limited to lost revenue, lost profits, loss of data or loss of business opportunity, even if advised of the possibility of such damages. Notwithstanding the foregoing, the exclusions set out in this Section shall not apply to any damages, losses, costs or expenses arising out of or in connection with:
 - (i) fraud or wilful misconduct by the Customer;
 - (ii) any breach of Section 11 by the Customer;
 - (iii) any infringement, misappropriation or unauthorized use of Yesim's Intellectual Property by the Customer;
 - (iv) the Customer's payment obligations under these Terms; or
 - (v) the Customer's indemnification obligations under Section 8.2.

8.2. Indemnity

- (a) The Customer hereby agrees to indemnify, defend, protect and hold harmless Yesim, and its subsidiaries, affiliates, officers, directors, employees, agents and insurers, from and against any and all claims, costs, suits, liabilities, damages, losses, demands and expenses of every kind, including reasonable attorney's fees and disbursements, arising out of any negligent act or omission, wilful misconduct, or breach of these Terms by the Customer, its employees, officers, contractors, representatives or any other persons acting on its behalf, or by any of its Clients or Authorized Users.
- (b) The Customer shall compensate Yesim for all fines and charges imposed by any state or municipal authority, as well as for compensation and reimbursement of damages claimed by third parties, where such fines, charges or claims arise through the direct or indirect fault of

the Customer, its employees, officers, contractors, representatives or any other persons acting on its behalf, or of any of its Clients or Authorized Users.

8.3. Contractual Penalties

- (a) If the Customer violates or fails to comply with the obligations set out in Sections 4.5 - 4.7 of these Terms, it shall pay Yesim a contractual penalty of EUR 10,000 (ten thousand euro) per each case of violation, in addition to compensating Yesim for any and all direct and, as the case may be, indirect damages and losses actually incurred.
- (b) Unless otherwise set out in these Terms, all contractual penalties, compensation for damages and other payments under these Terms shall be paid within 10 (ten) Business Days from the date of receipt of the relevant invoice and supporting documents from Yesim. Yesim shall have the right to set off or deduct any contractual penalties or other amounts due from any payments otherwise owed to the Customer.
- (c) Payment of a contractual penalty shall not be deemed as full compensation for damages and shall not release the Customer from its obligations under these Terms, including indemnification obligations.

9. TERM AND TERMINATION

9.1. Term

These Terms shall commence on the date of acceptance by the Customer and shall remain in effect until terminated in accordance with Section 9.

9.2. Suspension

- (a) Without prejudice to any other remedies available to Yesim, Yesim may, at its sole discretion, suspend or limit the provision of Mobile Data or access to the Platform, in whole or in part, in any of the following cases:
 - (i) any breach of Section 4 by the Customer;
 - (ii) non-payment of any amounts due under these Terms;
 - (iii) any suspension or restriction of related services by any upstream telecommunications provider, carrier or network partner;
 - (iv) any fraudulent, abusive, abnormal or otherwise prohibited – under these Terms, AUP or the laws or regulations of any applicable jurisdiction – use of the Mobile Data or related Platform services, detected or reasonably suspected by Yesim, whether by the Customer, its Clients, Authorized Users or any third parties;
 - (v) technical or security issues, maintenance, outages or other operational circumstances where, in Yesim's reasonable opinion, suspension is necessary to ensure the proper functioning, security or lawful operation of the Platform; or
 - (vi) sanctions, regulatory or compliance requirements or similar legal obligations.
- (b) To the extent that a suspension arises from an action or omission by the Customer, Yesim may, to the extent the relevant action or omission is capable of remedy and where reasonably

practicable, as determined at Yesim's discretion, provide the Customer with written notice and a period of five (5) Business Days to remedy the situation before the suspension takes effect, except where immediate suspension is required to comply with applicable law, regulatory requirements, Yesim's obligations, or to prevent material security, fraud, or operational risk affecting the Platform or related services.

- (c) Suspension shall remain in effect until the underlying issue is resolved or the relevant payments specified herein are made.
- (d) The Customer shall remain liable to Yesim for any charges and payments for Mobile Data purchased through and including the date of suspension.

9.3. Termination for Cause

- (a) Either Party shall have the right to terminate these Terms with immediate effect upon written notice if:
 - (i) the other Party commits a material breach and such breach is not remedied within 10 (ten) Business Days of receiving written notice specifying the breach in reasonable detail;
 - (ii) the other Party makes an assignment for the benefit of creditors, files for bankruptcy, or submits any other petition under applicable insolvency laws;
 - (iii) insolvency or liquidation proceedings are instituted against the other Party, or the other Party's business activities are suspended; or
 - (iv) the other Party engages in any fraudulent, illegal or criminal conduct.
- (b) Without prejudice to the foregoing, Yesim shall have the right to terminate these Terms with immediate effect in case of:
 - (i) any breach of Sections 4.3, 4.5 - 4.8 by the Customer;
 - (ii) any critical malpractice or failure that results in, or is reasonably likely to result in: (1) a security or data-protection incident; (2) regulatory exposure; (3) abusive or unlawful use of the Platform; or (4) a material disruption to the Platform, and that requires prompt termination, such event to be defined at the sole discretion of Yesim, acting reasonably; or
 - (iii) any actual, suspected or alleged use of Mobile Data purchased by the Customer, or any related Platform services, in connection with fraudulent, illegal, abusive or otherwise prohibited activities under the laws or regulations of any applicable jurisdiction, whether by the Customer, its Clients, Authorized Users or third parties, irrespective of whether the Customer was aware of, involved in, or directly responsible for such activities.
- (c) To the extent the relevant violation is capable of remedy and where reasonably practicable, as determined at Yesim's discretion, Yesim may grant the Customer a period of five (5) Business Days to remedy such violation prior to termination. If the violation is not remedied within five

(5) Business Days following receipt of Yesim's written notice, Yesim may unilaterally terminate this Agreement with immediate effect.

9.4. Termination following Price Change

- (a) In the event Yesim issues a notice of material price increase pursuant to Section 7.2(b), the Customer shall have the right to terminate these Terms by giving written notice to Yesim at any time prior to the amended prices becoming effective, or within 10 (ten) Business Days thereafter. Such termination shall take effect on the later of: (i) the date of Yesim's receipt of the termination notice; or (ii) the effective date of the amended prices, without any separate notice period being required.
- (b) In the event Yesim implements an immediate price increase pursuant to Section 7.2(c), the Customer shall have the right to terminate these Terms by giving written notice to Yesim within 10 (ten) Business Days from the date of Yesim's notification of such increase. Such termination shall take effect on the date of Yesim's receipt of the termination notice, without any separate notice period being required.

9.5. Termination for Convenience

Either Party shall have the right to terminate these Terms at any time by giving 30 (thirty) days' prior written notice to the other Party.

9.6. Additional Termination Rights

- (a) Either Party shall have the right to terminate these Terms with immediate effect upon written notice if a suspension under Section 9.2 continues for more than 10 (ten) consecutive days.
- (b) Yesim shall have the right to terminate these Terms with immediate effect in case of a prolonged period of inactivity on the part of the Customer, defined as a period of 6 (six) consecutive months or more during which no Clients and/or Authorized Users are introduced to the Platform and current Clients and/or Authorized Users have no activity.

9.7. Effect of Suspension or Termination

- (a) Subject to Section 9.8, Yesim shall not be liable to the Customer for any damages, losses, costs or expenses of any kind, including loss of profit, revenue, data or business opportunity, arising from or in connection with any suspension of provision of Mobile Data or access to the Platform, or termination of these Terms by Yesim in accordance with Section 9 or otherwise in accordance with these Terms, regardless of the cause or duration of such suspension or termination. For the avoidance of doubt, the Customer shall not be entitled to any compensation, indemnity or reimbursement of any kind as a result of such suspension or termination.
- (b) Upon termination of these Terms, the Customer and its affiliates, employees, officers, contractors, representatives and any other persons acting on its behalf shall immediately cease reselling, allocating and using Mobile Data and shall immediately stop accessing or using the Platform, including the Profile, and all other services or features provided under these Terms. All profiles, logins, credentials, API keys and access tokens provided to the Customer shall be deactivated by Yesim upon termination or immediately returned to Yesim.

- (c) Notwithstanding the foregoing, both Parties shall fully perform all obligations incurred prior to the date of termination, including outstanding payments, reporting obligations and completion of ongoing transactions.
- (d) Upon termination, the Customer shall promptly return to Yesim, or securely destroy if so instructed, all Confidential Information, documentation, technical data, marketing materials and any copies or derivatives thereof provided by Yesim. The Customer shall certify in writing to Yesim, within 5 (five) Business Days following termination, that all such materials have been returned or destroyed.

9.8. Refunds

- (a) Subject to sub-clauses (b) and (c) below, Yesim shall refund any unused Profile Balance funded through Top-Ups as at the effective date of termination within 30 (thirty) Business Days following such termination.
- (b) Where these Terms are terminated by Yesim pursuant to Section 9.3, or where the termination otherwise results from the Customer's material breach of these Terms, Yesim may deduct from any refund otherwise payable to the Customer any amounts due, payable or otherwise recoverable by Yesim under these Terms, including any outstanding payment obligations, contractual penalties under Section 8.3, indemnification amounts, any damages, costs or expenses, or any other amounts owed to Yesim.
- (c) Except as expressly provided in this Section, purchases of Mobile Data and other payments made under these Terms are strictly non-refundable. For the avoidance of doubt:
 - (i) any Mobile Data Plan or Mobile Data Traffic purchased through the Platform is non-refundable once purchased;
 - (ii) any unused, unconsumed or remaining Mobile Data, including any remaining balance, allowance or entitlement under a Mobile Data Plan, shall not entitle the Customer to any refund, credit, compensation or reimbursement; and
 - (iii) Test Funds are non-refundable under all circumstances and shall not be included in any refund calculation under these Terms.

10. INTELLECTUAL PROPERTY

- (a) Yesim shall retain all right, title and interest in and to the Intellectual Property, including without limitation the Platform, any and all updates, amendments, upgrades, elements, applications, source code, algorithms, software, documentation, technical know-how, and any other associated materials or services, whether current or developed in the future.
- (b) No title, ownership or other proprietary rights in the Intellectual Property shall be transferred to the Customer, any Client or Authorized User under these Terms.
- (c) No license, assignment or other transfer of any Intellectual Property rights is granted to the Customer under these Terms, except for the limited, non-exclusive, non-transferable and revocable right to access and use the Platform expressly set out herein. The Customer shall not sublicense, assign or otherwise transfer any rights in the Intellectual Property to any third

party, including its Clients or Authorized Users, except as expressly permitted under these Terms.

11. CONFIDENTIALITY

- (a) The Parties agree that the content of these Terms and all technical, financial and other information disclosed by one Party to the other in oral, visual, written, electronic or other form is confidential and may not be disclosed to third parties without the prior express written consent of the disclosing Party. The receiving Party shall maintain strict confidentiality of such information and use it solely for the purposes of performing its obligations under these Terms.
- (b) Disclosure shall not be considered a breach of this Section if required by applicable law, court order or by regulations or orders of any state or municipal authority to which the disclosing Party is subject, provided that the receiving Party provides prompt written notice to the disclosing Party (to the extent permitted by applicable law) and cooperates with the disclosing Party in seeking a protective order or other appropriate relief.
- (c) The obligations of confidentiality under this Section shall survive the termination or expiry of these Terms for an unlimited period.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Swiss Confederation without reference to the principles of conflicts of law thereof.

12.2. Dispute Resolution

- (a) Disagreements of the Parties arising from the Agreement and/or related to this Agreement and/or its violation, termination or validity, shall be settled through mutual negotiations, and the resulting agreement of the Parties shall be made in writing.
- (b) All disputes, differences or claims arising out of, or in relation to, this Agreement, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The arbitral proceedings shall be conducted in English language.
- (c) In the event that a dispute arising out of or in connection with this Agreement is not subject to arbitration under the rules of the Swiss Arbitration Centre, such dispute shall be submitted to the exclusive jurisdiction of the competent Swiss courts.

13. DATA PROTECTION

- (a) The Parties undertake to process any and all Personal Data strictly in accordance with Regulation (EU) 2016/679 (GDPR) and any other applicable data protection legislation, including any guidance or codes of practice issued by a competent supervisory authority, each as amended, updated or re-enacted from time to time.
- (b) The Parties acknowledge and agree that the Customer is the data controller in relation to its Clients' and Authorized Users' Personal Data. Where applicable, Yesim shall process such

Personal Data only as a processor, and only on the Customer's documented instructions to the extent necessary to provide the Platform. Any data subject requests, regulatory inquiries or other communications related to such processing of Personal Data shall be directed to Yesim at: core.support@yesim.app.

- (c) To the extent Yesim processes Personal Data on behalf of the Customer as a processor, the DPA shall apply.
- (d) Both Parties shall implement appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction or damage.

14. FORCE MAJEURE

14.1. General

- (a) Neither Party to these Terms shall be deemed to be in breach of these Terms or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under these Terms, and the time for performance of the relevant obligations shall be extended, if and to the extent that such delay or failure is caused by Force Majeure provided that such Force Majeure arises without the fault or negligence of the Party whose obligations are affected.
- (b) For the purpose of these Terms "Force Majeure" shall mean any act of God, accident, fire, flood, riot, earthquake, adverse weather conditions, epidemic, pandemic, including, but not limited to COVID -19 and any and all its modifications, outbreaks of swine flu and other infection diseases which adversely affect the obligations of the Parties, strike or other labor dispute, the disruption of airline or other travel services, the activities of Credit Institutions, relating maintenance and performance of payments, civil commotion, war, act of public enemy, threat or act of terrorism, and/or act of any government or governmental agency, failure of technical facilities or other cause of a similar nature not reasonably within the control of either Party or which such Party could not by reasonable diligence have avoided, with the effect that the Party is materially hampered in performing their obligations pursuant to these Terms.

14.2. Obligations of Affected Party

A Party whose performance is affected by a Force Majeure shall:

- (a) promptly, and in any event within 1 (one) day of becoming aware of such Force Majeure, notify the other Party of nature, extent, effect and likely duration of the Force Majeure (if Force Majeure/state of emergency or equal is not proclaimed publicly (e.g. by public authorities);
- (b) use reasonable endeavors to minimize the effect of the Force Majeure on the performance of its obligations under this Agreement; and
- (c) promptly after the cessation of the Force Majeure notify the other Party and resume full performance of its obligations under this Agreement.

14.3. Prolonged Force Majeure

If a Force Majeure event delays or prevents the performance of either Party's obligations for a continuous period in excess of 3 (three) months in aggregate, such Party shall be entitled to terminate these Terms immediately by giving 5 (five) calendar days' prior written notice.

15. NOTICES

- (a) All notices under these Terms (including legal notices, claims and notices of breach or termination) shall be given in writing by email and shall be deemed duly given upon transmission, provided no delivery failure notification is received by the sender.
- (b) Notices to Yesim shall be sent to: legal@yesim.app (or such other address as Yesim may notify in writing from time to time).
- (c) Notices to the Customer shall be sent to the email address associated with the Customer's Profile. The Customer is responsible for keeping its Profile email address current and for monitoring communications received at that address. Yesim shall have no liability for any failure of the Customer to receive a notice sent to the Profile email address on record.
- (d) When sending documents containing Confidential Information or Personal Data, the sending Party shall apply appropriate protection measures (password protection, encryption or equivalent).

16. EFFECTIVE VERSION AND AMENDMENTS

16.1. Current Version

The date indicated as the Effective Date at the top of this document is the date on which the current version of these Terms was published and came into force. The current version of these Terms is available at <https://core.yesim.biz/legal/b2b-terms-of-service.pdf>.

16.2. Acceptance

- (a) By accepting these Terms electronically (including via click-through mechanism), the Customer confirms that it has read and agrees to be bound by the version of these Terms identified by the Effective Date at the top of this document, as of the date of such acceptance.
- (b) The Customer acknowledges that access to and continued use of the Platform is conditional upon acceptance of these Terms and all incorporated documents referenced herein.

16.3. Changes

- (a) Yesim reserves the right to amend these Terms, including any incorporated documents, as contemplated by Part B hereof, at any time. Any amendment shall apply prospectively only and shall not affect Mobile Data purchased prior to the effective date of such amendment unless required by applicable law.
- (b) Yesim shall notify the Customer of proposed amendments in writing (including by email). Amendments shall take effect on the date specified in the notice, which shall be no less than 30 (thirty) calendar days after the date of notice, unless a shorter period is required for legal, regulatory or security reasons.

- (c) If the Customer does not accept the proposed amendment, it may terminate these Terms by providing written notice to Yesim no later than 2 (two) Business Days prior to the effective date specified in Yesim's notice under sub-clause (b) above. Such termination shall take effect on that date, without any separate notice period being required.
- (d) Notwithstanding the foregoing, prior notice shall not be required for amendments that:
 - (i) introduce new features, functionality or services to the Platform; or
 - (ii) in Yesim's reasonable determination, do not reduce the rights or increase the obligations of the Customer. Such amendments shall take effect immediately upon publication.
- (e) The Customer's first use of the Platform on or after the effective date of any amendment shall constitute acceptance of the amended Terms.

17. FINAL PROVISIONS

17.1. Relationship of the Parties

Nothing in these Terms shall be deemed to create a relationship of partnership, general agency, joint venture or employer and employee between the Parties.

17.2. Assignment

The Customer shall not assign, novate or transfer these Terms, in whole or in part, without Yesim's prior written consent (which shall not be unreasonably withheld). Yesim may assign these Terms to any affiliate or in connection with a sale of all or substantially all of its business or assets.

17.3. Waiver

No failure or delay by either Party in exercising any right or remedy under these Terms shall constitute a waiver of such right or remedy. No waiver by either Party shall be effective unless made in writing and duly executed by the waiving Party, specifically referring to each such right or remedy being waived.

17.4. Severability

If any provision of these Terms is or becomes illegal, invalid or unenforceable under applicable law, such provision shall be severed from these Terms without affecting the validity or enforceability of the remaining provisions. The severed provision shall be replaced, to the extent possible, by a provision that most closely achieves the original commercial intent of the severed provision. If any such severance substantially affects or alters the commercial basis of these Terms, the Parties shall negotiate in good faith to amend these Terms accordingly.

17.5. Survival

Provisions of these Terms that by their nature are intended to survive termination or expiration (including but not limited to Sections on Intellectual Property, Confidentiality, Payments, Indemnities, Liability, Data Protection, and consequences of Termination) shall survive such termination or expiration.

17.6. Entire Agreement

- (a) These Terms, together with any incorporated documents, as contemplated by Part B hereof, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede and replace all prior representations, arrangements, understandings or agreements between the Parties relating to such subject matter.
- (b) Upon the Customer's acceptance of these Terms, any prior agreement between the Parties governing access to, use of, or resale through the Platform shall automatically terminate and be replaced by these Terms, unless the Parties have expressly agreed otherwise in writing.
- (c) The Customer acknowledges that it has had the opportunity to review these Terms and to seek independent legal advice prior to acceptance.

PART B – INCORPORATED DOCUMENTS

By accepting these Terms, the Customer acknowledges that it has read and agrees to be bound by each of the documents listed below, as amended from time to time in accordance with their respective terms.

1. DOCUMENTS

The following documents form an integral part of these Terms and are incorporated herein by reference:

1.1. Fair Usage Policy (FUP)

Applicable to any Mobile Data offered via the Platform that is advertised or described as unlimited. Sets out the criteria for fair and reasonable use and Yesim's rights to restrict or suspend service in the event of abuse.

Available at: <https://core.yesim.biz/legal/b2b-fair-usage-policy.pdf>

1.2. Acceptable Use Policy (AUP)

Sets out the rules governing the permitted use of the Platform and Mobile Data, including prohibited activities, security, fraud prevention, sanctions compliance and other operational restrictions.

Available at: <https://core.yesim.biz/legal/b2b-acceptable-use-policy.pdf>

1.3. Data Processing Agreement (DPA)

Governs the processing of Personal Data by Yesim on behalf of the Customer in connection with the Platform, in accordance with applicable data protection legislation.

Available at: <https://core.yesim.biz/legal/b2b-data-processing-agreement.pdf>

1.4. Technical Specification

Sets out the documentation and requirements for the installation, integration and use of the Platform provided by Yesim via API. As may be updated by Yesim from time to time upon notice to the Customer.

Available at: <https://documenter.getpostman.com/view/19324374/2sA3kbgY28#3ea06cac-607d-4005-b5d8-3960c98e7b0a>.

2. ORDER OF PRECEDENCE

(a) In the event of any conflict or inconsistency between the documents forming part of these Terms, the following order of precedence shall apply (to the extent of the relevant conflict only):

- (i) any applicable Special Terms;
- (ii) the Terms;
- (iii) the DPA and the Fair Usage Policy; and

- (iv) the Technical Specification and other technical documentation.
- (b) For the avoidance of doubt, unless expressly stated otherwise, the most recent version of any incorporated document made available by Yesim in accordance with these Terms shall apply.