



Terms & Conditions Online in Europe

Oct 10th, 2022

1. General

1.1 **Online in Europe BV** has its registered office in Houten and is known to the Dutch Chamber of Commerce under number 83851526. Wherever reference is made in these general terms and conditions and/or in our communications to 'we', 'we', 'our' and 'the Company', we mean the company **Online in Europe BV**, as further defined in the agreement.

1.2 These general terms and conditions apply to all agreements between *the Company* and its clients and to all offers made by *The Company*. The conditions are included on the website of *the Company* (www.onlineineurope.com) but if you would like to receive a copy, please send us an email (contact@onlineineurope.com) and we will send it to you free of charge.

1.3 By placing an order or entering into an agreement with us, you indicate that you agree with these terms and conditions. We will change these terms and conditions from time to time and it is therefore wise to regularly check the latest terms and conditions on our website. At the top of this page you can see when they were last changed.

1.4 Unless otherwise agreed in writing, the applicability of any purchase conditions or other conditions of the customer is expressly excluded.

1.5 We guarantee that the Product / the Service meets the requirements that may reasonably be set for the Product / the Service. By this we mean that when you purchase one or more SIMs from us during the rental period (whether or not in combination with hardware, e.g. a hotspot or a router) you may, subject to the provisions of the agreement and in particular article 9 *Force Majeure* and 5 *Warranty and Availability*, also expect an active data connection via the SIM or SIMs from us. Of course there are certain things that are beyond our control, see for example article 9 *Force Majeure* of these terms and conditions.

1.6 By "customer" or "client" is meant the legal person / legal entity who accepted these conditions when concluding the agreement, ie the legal person / legal entity in whose name the order was placed. Where it says "you", it means "customer" or "client".

1.7 'Period of use' refers to the time period of use of the Products that you have included in your order for the use of the Products. The first day of the period of use starts at 0:00 am and the last day ends at 11:59 pm. The period of use may also be *indefinite*, meaning that the SIM is purchased for an indefinite period of time and that the end date is not yet known at the start of the use of the SIM.

1.8 By "Products" we mean the items you have purchased from us. This will usually consist of one or more SIMs, whether or not in combination with hardware (hotspot, router, cables, cables, chargers, etc.). The SIMs we provide are so-called data only SIMs. This means that our SIMs can only be used for sending and receiving data. Our SIMs are therefore not suitable for making regular telephone calls and / or sending text messages. Number porting and number portability are therefore not possible and upon termination of the Agreement, any phone numbers will expire.

1.9 The Products are rented by you from *the Company* and these Products are therefore owned by *the Company*. When you purchase Products from us, they remain our property until all payments related to the purchase of the Products have been received in full by us. You warrant that you will not misuse and handle the Products properly. Misuse includes, for example, the use of the Products in a country / countries other than the one(s) for which they were purchased, the failure to store and place the Products in a dry and shady place, the Products not used as indicated in the agreement and manual or the connection Change, open or otherwise misuse products.

For your safety: abuse can also lead to short circuit, overheating, fire, damage to other equipment or other dangerous/hazardous situations.

1.10 You guarantee that you will take all possible precautions to protect any PIN and PUK codes against loss, theft and/or damage and you are solely responsible for any unauthorized use. You notify us immediately in case of theft or loss of the SIM card.

2. Payment, delivery and returns

2.1 If you have entered into a contract with us for the use of one or more SIMs, often for a longer period or even for an indefinite period, then the costs associated with the use of the SIM or SIMs are subject to the agreements set out in the contract.

2.2 Subject to proof to the contrary, *the Company's* obligation to deliver will be met as soon as *the Company* has offered the purchased Products once at the address indicated by you. By indicated address we mean the address that you have provided in writing for the delivery of the purchased Products.

2.3 If you have only purchased one or more SIMs from us, you do not have to return them after the period of use has expired. You guarantee that at the end of the Period of Use, you will safely destroy the SIM or SIMs you have purchased. We guarantee that the SIM or SIMs will be deactivated.

2.4 If you have purchased other Products in addition to a SIM from us, you must return them to us immediately after the end of the period of use. For further information about this, see article 11.3.

3. Prices, data usage and improper use

3.1 When you have ordered Products (both parties have signed an agreement and / or you have purchased our Products from us online or offline), the agreed prices are fixed, subject to the provisions of article 3. What could happen is that unforeseen surcharges or tax increases are made by the government. We cannot accept or take care of such changes and we will have to pass them on to you.

3.2 We are careful in communicating our prices. Still, it cannot be ruled out that a mistake may creep in somewhere, both to your disadvantage and to your advantage. That is not the intention and we will correct it as soon as possible. Please let us know within thirty days of the invoice date if you find anything incorrect. After thirty days, we will no longer handle complaints about excessive or unjustified charges. You cannot keep us to mistakes and errors in writing.

3.3 All prices are in Euros. Whether prices are inclusive or exclusive of VAT is always clearly indicated.

3.4 If you purchase one or more SIMs from us, there is unlimited data included during the period that you rent the SIM or SIMs. With unlimited data we mean that we do not work with data bundles and do not apply a separate fair-use policy. You can simply use the SIM without having to worry that the connection to the internet will be blocked unexpectedly and/or that the speed of the connection will become much slower unexpectedly (active being 'pinched').

3.5 Despite the fact that we offer unlimited data, we do have a so-called ***don't push it policy***. This policy means that we expect you to use the SIM/SIMs 'wisely' and not to put a heavy burden on the SIM/SIMs. Examples of very heavy load are the (almost) continuous streaming of images (e.g. camera / Netflix) and the (almost) continuous downloading or uploading of heavy applications and/or content (e.g. via bit-torrents). The SIMs we use are not suitable or intended for uploading large amounts of data. It is also not permitted to use the Products or Services in a way that (a) involves artifice or manipulation that endangers the integrity of the network and/or (b) creates a disproportionate load on the network.

3.6 If we and/or the network operator who provided the SIM/SIMs believe that too much data is being used, we will contact you to discuss this. Should you ultimately not be able or willing to reduce data usage within acceptable limits, this may lead to the deactivation of the SIM or SIMs you are using from us. Of course, this is a step that we do not want to take and we trust that we can come to a solution in joint consultation that is workable for all parties involved.

3.7 We will charge you for all costs incurred and damage we suffer due to improper use of our Products. We agree that the agreed tariffs are considered an alternative tariff as referred to and within the meaning of the EU roaming regulation. As mentioned under 1.8, our SIMs are data only SIMs, only suitable for sending and receiving data. Any

other use of the SIM is therefore not possible and prohibited and falls within the definition of improper use. By improper use we further understand a.o.

- Using the SIM in a different country / countries and on a different network than the country / countries and network for which you bought the SIM;
- the use of the SIM for activities that are prohibited by the network operator and / or by law in the country in which those activities are carried out;
- uploading or downloading or visiting unlawful, lewd, immoral, defamatory or inflammatory content or messages;
- using the SIM other than in a CE-certified device that is suitable for use on the network of the network provider. If investigation by the network provider reveals that complaints regarding the operation of the SIM are not attributable to the network, users may be obliged to present the device to us and the network provider for inspection. If *the Company* or the network provider determines that the user's device is not CE-certified and disrupts the proper functioning of the network, *the Company* is entitled to immediately disable the relevant SIM card;
- any other use that harms the interests of *the Company*.

4. Data management

4.1 If you place an order with *the Company*, your details will be included in our customer database. We comply with the General Data Protection Regulation and will not provide your details to third parties unless otherwise stipulated in the agreement or unless you have given your consent. See also the [Privacy Policy](#) on our website www.onlineineurope.com.

4.2 We respect the privacy of our customers and the users of the website and ensure the confidentiality of personal data.

5. Warranty and availability

5.1 You are obliged to check the delivered Products immediately upon receipt for defects and completeness. If, upon receipt, the delivered Products are found to be wrong, faulty or incomplete, please let us know immediately by sending an email to contact@onlineineurope.com. We will then arrange a solution in consultation with you.

5.2 We cannot guarantee the availability of mobile (data) networks or any other data connection, nor the speed and stability of these networks, see also article 9 Force majeure. Should you have problems using our Product due to non-availability or poor coverage, please send an email to contact@onlineineurope.com as soon as possible. We cannot improve coverage, but we will try and find how to accommodate you. In case we receive your complaint no sooner than when the rent period has ended, there is nothing we can do for you. Please note that our maximum liability for the unavailability or poor availability of a data connection -for whatever reason- will never exceed the amount for which you purchased the Product. See also article 10 *Liability*.

6. Offers

6.1 Offers are without obligation, unless stated otherwise in the offer.

6.2 *A man is only as good as his word / A person is only as good as this person's word.* However, in order to avoid discussions, oral agreements and commitments are only binding after they have been confirmed in writing.

6.3 Once you have had an offer, it does not automatically mean that you would be entitled to it again or next time.

6.4 To avoid misunderstandings, we like to be clear. That is why additions, changes and / or further agreements are only valid if they have been agreed in writing.

7. Agreement

7.1 An agreement between you and us is established after we have both signed an agreement for the delivery of our Products or, if you have purchased a separate SIM via one of our online or offline channels, after you have paid for this order.

7.2 We reserve the right not to accept orders or assignments without giving reasons. You will be notified by us via email, and we will refund any money you have already paid.

8. Images and specifications

8.1 All images, photos, videos and drawings on our website are illustrative only and no rights can be derived from them. Nor can they give rise to compensation or termination of the agreement.

9. Force majeure and excluded causes

9.1 We really do our best to fulfill the agreement on our part but we cannot be held liable if we are unable to fulfill the agreement due to force majeure or matters beyond our control.

9.2 Force majeure and other excluded causes are understood to mean any strange cause and any circumstance that cannot reasonably be attributed to us. Matters such as delay or non-performance by our suppliers, disruptions in the internet, disruptions in the electricity supply, disruptions in email traffic, disruptions or changes in technology supplied by third parties, transport problems, work strikes, government measures, delays in supply and defects in auxiliary or transport means are examples of this. In particular, force majeure refers to the availability of data connections. We cannot guarantee the availability of mobile (data) networks or any other data connection, as well as the speed and stability of these networks. We are therefore in no way liable for limitations or shortcomings in the data connections.

9.3 *The Company* reserves the right to suspend its obligations in the event of force majeure. Furthermore, we are entitled to dissolve the agreement in whole or in part, or to demand that the content of the agreement is amended in such a way that execution remains possible. Under no circumstances are we obliged to pay any penalty or compensation in the event of disruptions in the data connection as a result of force majeure and excluded causes.

10. Liability

10.1 *The Company* is not liable for claims from third parties and any damage whatsoever, direct or indirect, caused by the use of the Products or by not being able to use them, unless explicitly stated otherwise in the agreement. If we consider your complaint to be justified, we will, at our discretion, send you replacement free of charge after receipt of the malfunctioning Products, or refund you (part of) the rental amount paid.

As mentioned before, *The Company* cannot guarantee that the data connection will always work properly and is liable for all and any claims by you under the agreement up to the amount paid by you.

In case of improper use you have no claim whatsoever.

10.2 You are personally liable for all damage, and you will indemnify *The Company* against all damage and claims related to improper use of the Products.

11. Orders via website or other online channels

11.1 Payment and Deposit

Payment of the Products rented by you is always done in advance. This means that you have paid the amounts due to us before we will send you the rented items. The order is only final once payment has been made. If you rent not only a SIM but also other hardware (eg a hotspot or a router), we will charge you a deposit of € 150. We do this in order to be able to settle any damage and costs with you. You agree that we will deduct any damages or costs related to the rental or use of the hardware, SIM and accessories from this deposit. We ensure that (the remainder of) the deposit is paid to you no later than 1 week after we have received all rented items from you.

11.2 Delivery

Delivery takes place as long as stocks of Products last. If we cannot deliver the Products to you, we will let you know as soon as possible. You will of course receive your money back. We will ensure that the Products you have purchased are sent to you a few days before the start of the Use Period. You will receive a track & trace code from the carrier used by us. We keep some slack on shipping, but if the delivery is too late, you cannot hold us liable for this. We will then look for a good solution in consultation with you. We really do our best for you, but you cannot derive any rights from the delivery terms or deadlines stated on our website or other communications.

11.3 Returns

At the end of the period of use, we would like to have all Products back as soon as possible so that we can make someone else happy with them again. This does not apply if you have **only purchased a SIM or SIMs** from us. We will deactivate these at the end of the period of use, after which you can destroy the SIMs and throw them away. The other Products must be returned to us on the first working day after the end of the period of use. If you do this later, we have the right to charge you extra rent. We will deduct these extra costs from the deposit.

To return the **hotspot** with accessories, please use the return envelope provided. Make sure that you put the hotspot, the case and the other accessories all in the envelope separately, so that the envelope does not become too thick. It needs to remain as flat as possible.

If you have rented **a router and/or other products**, you will need to pack those yourself and send the items as a parcel to:

Online in Europe
Wegenbouw 17
3991 NG Houten
The Netherlands

12. Applicable law / competent court

12.1 Dutch law applies to all agreements.

12.2 All possible disputes arising from the agreements referred to in the previous paragraph will be submitted to a competent court in the Utrecht region.