LEGAL DOCUMENTS / 01

Terms & Conditions

Business customers only

14 NOVEMBER 2026 / ENGLISH

NEXCON.IO ApS · CVR 40831517

1. Applicability and validity

1.1 These terms and conditions (the "Terms") govern all purchases from, access to and use of the NexCon.io platform, website and related services (collectively, "NexCon.io"), unless otherwise expressly agreed in writing.

1.2 The "Customer" means the legal entity, sole trader or other person acting in the course of its trade, business, craft or profession that enters into an agreement with NEXCON.IO ApS, CVR 40831517, a company registered in Denmark. NexCon.io does not offer the Services to consumers.

1.3 The Customer's purchasing terms, tender terms, procurement conditions or other standard terms do not apply, even if referred to in a purchase order or another document, unless NexCon.io has expressly accepted them in writing.

1.4 The Terms contain important provisions concerning, among other things, payment, termination, limitations of liability and notification deadlines. The Customer should read them carefully before accepting them.

1.5 An individually negotiated written agreement, order form or quotation expressly accepted by NexCon.io prevails over the Terms to the extent of any direct conflict. For orders placed through Package Builder, the order of precedence in clause 22.1 also applies.

1.6 The Terms may be made available in several languages. The language versions are intended to have the same meaning. In the event of an inconsistency, the English version prevails, unless mandatory law requires otherwise.

2. NexCon.io

2.1 NexCon.io is an online connectivity platform that supplies SIM cards, mobile connectivity, data packages, SMS functionality and related services (the "Services") for connecting and managing M2M and IoT devices.

2.2 The Services depend on telecommunications networks, roaming partners, operators and other third-party suppliers that NexCon.io neither owns nor controls. Subject to clause 16 and mandatory law, NexCon.io is not liable for faults, outages, coverage limitations, restrictions or other failures attributable to such third parties or their systems.

2.3 The Services may be ordered through two channels: through the NexCon.io platform when the Customer is logged in (the "Shop"), and through the package configurator and online checkout at www.nexcon.io ("Package Builder"). Orders placed through Package Builder, whether for physical SIM cards or eSIM profiles, are governed by clause 22, which modifies the provisions of clauses 1-21 as set out in that clause.

3. Functionality

3.1 NexCon.io is a self-service platform provided with the standard functionality made available to the Customer from time to time.

3.2 NexCon.io may continuously develop, modify, replace or discontinue functionality, software components, subscriptions and Services for technical, security, legal, operational or commercial reasons.

3.2.1 NexCon.io may make new standard functionality available as part of the Customer's existing access at no additional charge, unless otherwise stated.

3.2.2 NexCon.io may implement non-material changes without prior notice. Where reasonably practicable, NexCon.io will give advance notice of changes that materially reduce core functionality for which the Customer pays. No notice is required where an immediate change is reasonably necessary for security, legal compliance or network integrity, or because of a third-party supplier's decision outside NexCon.io's reasonable control.

3.3 For orders placed through the Shop, NexCon.io normally dispatches SIM cards within two business days of ordering, but dispatch and delivery times may vary depending on the destination, stock availability and carrier conditions. Unless otherwise agreed, SIM cards ordered through the Shop are activated when ordered, and the related subscription and payment obligations therefore begin on ordering rather than on delivery. This clause does not apply to orders placed through Package Builder; see clauses 22.6 and 22.9.

4. Account

4.1 To use NexCon.io, the Customer must create an account and provide at least a contact name, company name, email address, address, postcode, city and country. Registration is free. When the first account is created, the Customer may receive one free test package and a 30-day trial, where NexCon.io offers this. The test package has no cash value and cannot be paid out; see clause 4.5.

4.2 As part of registration, NexCon.io may send the Customer a verification code or require other verification steps before the account can be used.

4.3 The Customer is responsible for ensuring that all account information, including billing and delivery information, is accurate and up to date. The Customer must keep usernames, passwords, API credentials, tokens and other access credentials secure and confidential. The Customer is responsible for activity carried out through its account or access credentials, including unauthorised use by third parties, unless that unauthorised use is caused solely by circumstances attributable to NexCon.io.

4.4 To use the Services under the prepaid credit model, the Customer must purchase NexCon.io credit or have received a test package under clause 4.1. If the Customer has not purchased credit before the 30-day

trial expires, the account may be deactivated. It may take up to five business days for purchased credit to appear in the account balance. As the Customer uses Services or activates a subscription, the credit balance is reduced on an ongoing basis. Usage and balance adjustments may take up to 48 hours to appear. This clause does not apply to orders placed through Package Builder; see clause 22.1.3.

4.5 NexCon.io credit and Services cannot be transferred to another person or account, have no cash value and do not bear interest. Except where required by law or expressly permitted by the Terms, including clause 15.4, prepaid credit cannot be redeemed for cash or any other monetary value.

4.6 NexCon.io may suspend, block or close the Customer's account or Services where reasonably necessary, including for non-payment, breach of the Terms, suspected fraud or abuse, security concerns, sanctions, legal requirements or requirements imposed by a telecommunications operator. Suspension may take immediate effect where the circumstances reasonably require it. NexCon.io may charge a reasonable administration fee of up to DKK 1.500 excluding VAT to reopen an account following a suspension attributable to the Customer.

4.7 The Customer may at any time ask NexCon.io to block the account by emailing support@nexcon.io or, where the feature is available, delete the account through the account settings. Deleting an account does not affect payment obligations already incurred or applicable retention obligations.

5. Prices and payment

5.1 Unless otherwise agreed, the Customer prepays for subscriptions, included data usage and optional features. For Package Builder orders, clause 22.5 applies instead. Usage beyond what has been prepaid or included, and approved postpaid charges, are billed separately in arrears. The applicable price list is available through NexCon.io or the Customer's account, unless a specific price has been agreed in a quotation, order form or another written agreement. Prices for new orders and new usage may change from time to time because prices charged by underlying operators and suppliers may change. Price changes for ongoing subscriptions are governed by clause 20 and, for Package Builder subscriptions, clause 22.14. All prices are stated in DKK, USD and/or EUR and exclude VAT, unless expressly stated otherwise. Prices are subject to manifest errors.

5.1.1 NexCon.io reserves the right to adjust its prices at any time, including prices for ongoing subscriptions, where reasonably necessary to reflect changes in the costs of providing the Services that are outside NexCon.io's reasonable control. Such changes include changes to wholesale, roaming or interconnection rates charged by telecommunications operators; changes to prices or terms imposed by other third-party suppliers; new or amended legislation, regulations, taxes, duties or public authority decisions; significant exchange-rate fluctuations; and changes to the availability of networks or technologies. Price adjustments under this clause 5.1.1 are notified in accordance with clause 20 and, for Package Builder subscriptions, clause 22.14, and the Customer's termination rights under those clauses apply.

5.2 This clause does not apply to subscriptions activated under clause 22.6. Under the prepaid model, the Customer pays using a payment method accepted on the NexCon.io platform, including Mastercard and Visa where available. If the Customer activates a subscription, NexCon.io may automatically deduct or charge the amount needed to cover the subscription until it is cancelled. The Customer may cancel a subscription at any time through its account, but remains liable for the current calendar month and the next full calendar month. Usage beyond the Customer's subscription, including additional data usage, is charged separately.

5.3 The Customer may apply for approval to pay in arrears by contacting support@nexcon.io. NexCon.io decides at its discretion whether to approve payment in arrears. Where payment in arrears is approved,

amounts are invoiced monthly in arrears and fall due eight days after the invoice date, unless otherwise agreed. Overdue amounts bear interest at 2 % per month or part of a month, or any lower rate required by mandatory law, from the due date until payment. NexCon.io may set or change a credit limit and may require a cash deposit or other reasonable security. If the Customer fails to pay an invoice or provide required security when due, NexCon.io may suspend or close the Customer's account.

5.4 Invoices are issued on the basis of the billing information provided by the Customer. The Customer must review invoices without undue delay. Any objection to an invoice must be notified to NexCon.io no later than 30 days after the invoice due date; otherwise, the invoice is deemed accepted, except in the case of manifest errors or to the extent that a claim cannot lawfully be waived. As the Services are provided exclusively between businesses, the Customer has no statutory consumer right of withdrawal.

5.5 The Customer may choose to extend NexCon.io's core functionality by purchasing optional features.

5.5.1 Optional features may include a virtual mobile number that enables a recipient to reply directly, as well as other features shown on the platform or agreed separately.

5.5.2 Optional features may be charged monthly, quarterly or annually. Price changes for ongoing optional features are governed by clause 20. If a price change materially increases the amount payable, the Customer may cancel the affected optional feature before the change takes effect.

5.6 VAT and other indirect taxes are charged in accordance with applicable law and may depend on the nature of the supply, the Customer's place of establishment and VAT status, the delivery destination and the location from which goods are dispatched. Where an exemption for intra-EU supplies of goods, reverse charge or a similar arrangement applies, the Customer is responsible for accounting for VAT under the applicable rules. The Customer must provide complete and accurate tax information and a valid VAT number where relevant. See also clause 22.12 for Package Builder orders.

5.7 An account is considered inactive if there have been no subscription payments and no incoming or outgoing traffic or data usage through the Services for 60 consecutive days. A positive prepaid balance on an inactive account may be reduced by EUR 2 / DKK 15 per month as an account maintenance fee.

6. Technical matters

6.1 NexCon.io is a self-service platform. The countries, regions, networks and technologies supported for a particular Service are stated on www.nexcon.io, on the platform or in the applicable package information.

6.2 The Customer is responsible for selecting Services, subscriptions, data allowances, network technologies and geographical coverage suitable for its intended use. Additional data or upgrades may be purchased, where available, for an additional charge. Where sharing data allowances (pooling) is available and selected, data allowances may be shared between the SIM cards covered by the arrangement. Data sharing and overage for Package Builder orders are described in more detail in clause 22.8.

6.3 Depending on the relevant subscription, network, operator and country, NexCon.io may support 2G, 3G, 4G and 5G, as well as NB-IoT and LTE-M. Availability and performance vary by location, device, operator and technology. There is no guarantee that a particular technology will remain available. See also clause 22.11.3.

6.4 The Customer acknowledges that software and telecommunications services may contain faults, inconsistencies and interruptions. NexCon.io seeks to remedy material faults as part of ongoing maintenance and development. Technical work, maintenance and operational work that is planned or necessary may cause temporary interruptions and does not in itself entitle the Customer to a price reduction, refund or compensation, subject to clause 16 and any separately agreed SLA.

6.5 The Customer is responsible for the technical requirements for using the Services, including device compatibility, configuration, firmware, APN settings, radio support and the Customer's own systems. Unless expressly agreed otherwise, NexCon.io is not responsible for configuring or commissioning the Customer's devices, equipment or systems.

6.6 Payments may be processed by one or more third-party payment service providers. NexCon.io is the seller of the underlying Services and does not itself provide regulated payment services, unless expressly stated otherwise. Mandatory payment services legislation continues to apply to the extent required by law.

7. Availability and uptime

7.1 The Customer accesses NexCon.io over the internet and may, depending on the Service, monitor data usage, purchase credit, manage subscriptions and activate or deactivate SIM cards.

7.2 NexCon.io aims for platform availability of at least 99,9 % measured per calendar quarter. This is a service target, not a contractual service level or guarantee, unless expressly included in a separate SLA. The target relates only to the NexCon.io platform and not to mobile network coverage, connectivity or data transmission provided by telecommunications operators.

7.3 Planned maintenance and updates are normally carried out between 00.00 and 06.00 Danish local time (CET/CEST). Critical or security-related work may be carried out at any time.

7.4 Where reasonably practicable, NexCon.io will notify the Customer in advance of significant planned maintenance during normal Danish business hours.

7.5 Unavailability caused by circumstances outside NexCon.io's reasonable control, including force majeure and faults in third-party telecommunications networks, is excluded from the calculation of platform availability.

8. Security and restrictions on use

8.1 NexCon.io is responsible for implementing reasonable technical and organisational security measures for systems under its control, taking into account the nature of the Services and the risks involved.

8.2 The Customer is responsible for the security of its devices, systems, accounts, API credentials and tokens. Subject to clause 16, NexCon.io is not liable for abuse, hacking, bot attacks, spam or similar activity directed at or originating from the Customer's devices, systems or accounts, except to the extent that the activity results from a breach of NexCon.io's own obligations.

8.3 The Services must not be used for unlawful, fraudulent, abusive, harmful, harassing, threatening or other prohibited purposes, including distributing malware, unauthorised spam or content that infringes third-party rights. The Customer must comply with all laws, telecommunications regulations, operator policies and applicable industry requirements in each country where the Services are used. NexCon.io is not responsible for the Customer's unlawful use and may restrict or suspend Services that breach this clause.

8.4 The Customer must reimburse NexCon.io for documented fees, fines, penalties and third-party costs imposed on NexCon.io to the extent that they result from acts or omissions of the Customer or its users. NexCon.io may also charge for reasonable, documented time spent investigating and handling such matters. Amounts may be invoiced or, where legally permitted, set off against amounts that NexCon.io owes the Customer.

8.5 For security, fraud prevention, abuse prevention and compliance purposes, NexCon.io may monitor technical usage patterns and investigate suspicious activity identified by NexCon.io, suppliers, operators, end customers or recipients, in each case in accordance with applicable law and the applicable privacy and data-processing terms.

8.6 Use of the Services for consumer-style peer-to-peer/person-to-person (P2P) SMS traffic is restricted. Unless expressly agreed otherwise, the Services are intended for A2P (application-to-person), M2M (machine-to-machine) and P2A (person-to-application) communication.

9. Personal data

9.1 Where NexCon.io processes personal data as an independent controller, including for account, billing, support and business administration, the processing is described in NexCon.io's Privacy Policy, available on the website. Where NexCon.io processes personal data on the Customer's behalf as a processor, the processing is governed by NexCon.io's applicable Data Processing Agreement (DPA), which forms part of the agreement where required. See also clause 22.13.

10. Support and service targets

10.1 NexCon.io monitors its Services and provides standard technical support to the Customer's designated contacts by email and chat on Danish business days from 09.00 to 15.00 Danish local time (CET/CEST). Support enquiries are normally answered within one business day, but response times are targets and are not guaranteed unless a separate SLA applies.

10.2 NexCon.io provides automated monitoring around the clock, every day of the week, of relevant production infrastructure under its control.

10.3 NexCon.io may offer extended or tailored support and service levels under a separate agreement. The Customer may contact hi@nexcon.io for further information.

10.4 The Customer must follow NexCon.io's reasonable instructions on using the Services, including instructions intended to prevent, diagnose, mitigate or work around faults or security issues.

11. Integration

11.1 Integration assistance, including support relating to APIs, is provided only to the extent included in the Customer's subscription or separately agreed.

11.2 Unless otherwise agreed, the Customer is responsible for implementing and maintaining its integrations and for the accuracy, lawfulness and security of information and instructions sent to NexCon.io's systems.

12. Backups and data

12.1 NexCon.io makes backups in accordance with its internal backup and disaster recovery procedures. Backups may be retained for up to three months, depending on the relevant system and backup cycle. NexCon.io's backups are intended for operational recovery and do not replace the Customer's own backup or export procedures. The Customer is responsible for independently retaining copies of the data it needs.

12.2 Where technically possible, NexCon.io may assist with restoration from an available backup. Such assistance is an additional service and may be charged separately. NexCon.io does not guarantee that a particular earlier backup remains available.

13. Communications

13.1 NexCon.io may use the email addresses registered on the Customer's account for contractual and operational communications, including service notices, security notices, invoices, payment demands and reminders. The Customer is responsible for having a valid contact email address that is monitored.

14. Intellectual property and related matters

14.1 NexCon.io and its licensors retain all intellectual property rights, know-how and other rights in the NexCon.io platform, software, APIs, documentation, databases and related material. No rights are transferred to the Customer other than the limited rights of use expressly granted under the agreement.

14.2 Shortcodes, keywords, virtual numbers and similar identifiers allocated through NexCon.io remain subject to NexCon.io's and the relevant operator's rights and numbering rules. The Customer receives only a right to use them for the duration of the relevant agreement, unless otherwise agreed. Physical SIM cards purchased by the Customer become its property in accordance with the applicable delivery terms and do not have to be returned on termination.

14.3 Where technically and legally supported, the Customer may provide or port a number it already controls for use with NexCon.io. Rights to such a number remain subject to applicable number portability rules, operator terms and legislation.

15. Termination and cancellation

15.1 The Customer may terminate its NexCon.io account in writing or through the account settings, where that feature is available. Terminating the account does not shorten a subscription notice period, minimum term or payment obligation under clause 5, clause 22 or a separate agreement.

15.2 NexCon.io may terminate the Customer's access to NexCon.io without cause on 30 days' written notice. NexCon.io may terminate or suspend access with immediate effect where permitted under clause 4.6 or 15.3, or where required by law, a public authority, a telecommunications operator or a significant security concern.

15.3 If the Customer materially breaches the agreement, including by failing to pay an amount when due, NexCon.io may require the Customer to remedy the breach within a reasonable period specified in the notice. If the breach is not remedied within that period, NexCon.io may suspend or terminate the affected account or Services. NexCon.io may act immediately if the breach cannot be remedied, is repeated, fraudulent or unlawful, creates a significant security or network risk, or if immediate action is required by an operator or public authority.

15.3.1 Following a suspension attributable to the Customer, NexCon.io may require payment of all overdue amounts and reasonable costs, and remedy of the relevant breach, before access is restored.

15.4 This clause does not apply to Package Builder orders; see clause 22.12.6. On termination of a prepaid account, remaining prepaid amounts below DKK 800 / EUR 100 are not refunded. If the amount eligible for refund is at least DKK 800 / EUR 100, NexCon.io may deduct a handling fee of DKK 350 / EUR 50. Bank or

transfer fees for payment to a foreign account are borne by the Customer. This clause is subject to mandatory law.

15.5 If NexCon.io materially breaches the agreement and fails to remedy a remediable breach within 20 business days of receiving written notice that describes the breach with reasonable precision, the Customer may terminate the affected Services with immediate effect by written notice.

16. Liability and limitations of liability

16.1 The Customer is responsible for its use of NexCon.io and the Services, including its devices, systems, integrations, users, configurations and instructions.

16.2 The Services are provided exclusively to business customers. There is no statutory consumer right of withdrawal.

16.3 To the fullest extent permitted by law, NexCon.io is not liable for indirect or consequential loss. Loss of data and the costs of recreating, recovering or reinstalling data are treated as indirect loss, except to the extent that liability cannot lawfully be limited, including under applicable data protection law.

16.4 Without limiting clause 16.3, NexCon.io is, to the fullest extent permitted by law, not liable for loss of production, business interruption, loss of profit, revenue, anticipated savings, goodwill, business opportunities or similar commercial losses, whether the loss is direct or indirect.

16.5 Subject to clause 16.5.1, NexCon.io's aggregate liability arising out of or in connection with the agreement, regardless of the legal basis, is limited to the lower of (i) the fees the Customer has paid or is required to pay for the affected Services in the six months immediately preceding the event giving rise to the claim and (ii) DKK 30.000.

16.5.1 Nothing in the Terms excludes or limits liability to the extent that such an exclusion or limitation is prohibited by mandatory law, including liability for fraud, wilful misconduct or any other liability that cannot lawfully be excluded or limited. Any limitation of liability under applicable data protection law applies only to the extent legally permitted.

16.6 The Customer must indemnify NexCon.io against third-party claims, documented losses, fines and reasonable costs to the extent that they arise from the Customer's or its users' unlawful or unauthorised use of the Services, breach of clause 8, infringement of third-party rights or breach of applicable law, except to the extent that the matter is attributable to NexCon.io.

16.7 NexCon.io is not liable for an operator's withdrawal, suspension, reassignment or cancellation of numbers, network access, roaming or other operator-provided functionality where the matter is outside NexCon.io's reasonable control. The Customer is responsible for ensuring that its use of SIM cards, data and related Services complies with the applicable terms and operator requirements. Amounts already incurred are not refunded merely because a Service is suspended or terminated due to the Customer's breach.

17. Marketing

17.1 Unless the Customer opts out, NexCon.io may identify the Customer as a business reference in reasonable marketing materials, including by using the Customer's company name, logo and a factual description of the project or Services. NexCon.io will not knowingly use the Customer's distinguishing signs in a misleading or harmful way. The Customer may opt out of reference use at any time by emailing support@nexcon.io, after which NexCon.io will cease new uses of the Customer as a reference within a reasonable time.

18. Force majeure and similar events

18.1 NexCon.io is not liable for failure or delay in performance caused by circumstances outside its reasonable control, including war, mobilisation, civil unrest, terrorism, natural disasters, epidemic or pandemic events, fire, flood, strike or lockout, power or internet outages, cyberattacks, malware, denial-of-service attacks, abnormal load, telecommunications or roaming outages, acts or omissions of operators or critical suppliers, public authority or regulatory intervention, sanctions or failure of public infrastructure. NexCon.io may suspend or postpone the affected performance for as long as the circumstances persist and may terminate an affected Service if continued performance is no longer reasonably possible. Payment obligations for Services already provided remain unaffected.

19. Assignment

19.1 The Customer must not assign or transfer the agreement, account or access to NexCon.io to a third party without NexCon.io's prior written consent. Consent must not be unreasonably withheld if the transfer forms part of a genuine reorganisation and does not increase NexCon.io's risk.

19.2 NexCon.io may assign or transfer the agreement and related rights and obligations in connection with a merger, reorganisation, financing, sale of business or assets, or a similar transaction, subject to applicable law and data protection obligations.

20. Changes to the Terms

20.1 NexCon.io may amend the Terms for legal, regulatory, security, technical, operational or commercial reasons. Material changes that adversely affect the Customer will normally be notified at least 30 days before they take effect. A shorter notice period may be used where reasonably necessary to comply with law or public authority requirements, address a security risk or reflect an operator or supplier change outside NexCon.io's reasonable control. Non-material or beneficial changes may take effect upon notice. Changes do not apply retrospectively to completed one-off purchases. Continued use of the affected Services after the effective date constitutes acceptance of the amended Terms. If the Customer does not accept a material adverse change, it may terminate the affected ongoing Service before the change takes effect, subject to any agreed minimum term. See clause 22.14 for Package Builder subscriptions.

21. Governing law and jurisdiction

21.1 The agreement and any non-contractual obligations arising out of or in connection with it are governed by Danish law, excluding Danish conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. The parties agree that disputes must be brought before the Court in Odense (Retten i Odense), Denmark. NexCon.io may instead choose to bring proceedings before the Copenhagen City Court (Københavns Byret) or, for payment claims, interim remedies or protective measures, before a competent court at the Customer's domicile or place of business.

22. Online ordering through NexCon.io Package Builder

22.1 Scope and order of precedence

22.1.1 This clause 22 applies to orders placed through the package configurator and online checkout at www.nexcon.io ("Package Builder"), whether the order concerns physical SIM cards or eSIM profiles. References in this clause 22 to "SIM cards" include eSIM profiles unless the context indicates otherwise, and provisions on shipping, dispatch, carriers, physical delivery and physical defects apply only to physical SIM cards; see clauses 22.4.3, 22.6.1, 22.9.8 and 22.10.5 for the specific rules on eSIM. Orders placed through the NexCon.io platform to which the Customer is logged in (the "Shop") remain subject to clauses 1-21 without the amendments set out below.

22.1.2 If this clause 22 conflicts with clauses 1-21, this clause 22 takes precedence for orders placed through Package Builder. All provisions of clauses 1-21 that are not expressly amended by this clause 22 continue to apply in full.

22.1.3 The following provisions do not apply to orders placed through Package Builder: clause 3.3 (activation when placing an order), clause 4.4 (requirement to purchase credit before accessing the Services), the first sentence of clause 5.1 and clause 5.2 (the prepaid credit model and the cancellation rule requiring payment for the "current month plus one full month"), and clause 15.4 (minimum refund threshold and handling fee).

22.1.4 The seller and contracting party for all orders placed through Package Builder is NEXCON.IO ApS, CVR 40831517, a company registered in Denmark.

22.2 Business customers only

22.2.1 Package Builder is available exclusively to business customers. By completing an order, the Customer confirms that it is acting in the course of its trade, business, craft or profession and not as a consumer.

22.2.2 The Customer must confirm its status as a business customer using the confirmation displayed at checkout and provide a valid company name and, where applicable, a valid VAT registration number and any other requested company information.

22.2.3 As the contract is exclusively between businesses, the Customer has no statutory consumer right of withdrawal; see also clauses 5.4 and 16.2.

22.2.4 If NexCon.io reasonably determines that an order has been placed by a person acting as a consumer, NexCon.io may reject or cancel the order in whole or in part and refund the relevant amount paid, subject to mandatory consumer law.

22.3 Quotations and prices

22.3.1 A configuration generated in Package Builder, including any quotation sent by email, is an invitation to place an order and is not in itself binding on NexCon.io.

22.3.2 A quotation is valid for 30 calendar days from its date of issue unless a different period is stated in the quotation itself. Notwithstanding clause 22.3.3, NexCon.io will honour the prices stated in a quotation throughout this period, subject to clauses 22.3.5 and 22.4.4. Once the period expires, the quotation lapses and prices may be recalculated.

22.3.2.1 The monthly subscription price per SIM card stated in a quotation is calculated on the basis of the total number of SIM cards ordered and on the assumption that the Customer will put the ordered SIM cards

into use and activate them within a reasonable period after delivery. NexCon.io relies on this assumption when offering volume-based pricing; see clause 22.7.6.

22.3.2.2 Package Builder currently offers pricing and payment only in EUR and DKK; see clause 22.8.7. Other currencies may be introduced at a later date.

22.3.3 Prices are based on the rates charged by third-party suppliers and telecommunications operators and may be updated from time to time; see clause 5.1. A change to the price list does not affect an order that has already been dispatched or a quotation that remains within the validity period in clause 22.3.2.

22.3.4 All prices exclude VAT, shipping and any customs duties and import charges unless expressly stated otherwise.

22.3.5 Prices are subject to correction for errors. NexCon.io is entitled to correct obvious pricing errors and, if an order has been placed at an obviously incorrect price, to reject the order under clause 22.4.4 and refund any amount paid.

22.4 Formation of the contract

22.4.1 By completing checkout and submitting the payment transaction, the Customer makes a binding offer to purchase the configured products and Services on these Terms. The Customer accepts these Terms by submitting payment, as stated at checkout immediately next to the payment button ("clickwrap"). No separate signature, checkbox or written confirmation is required for the Terms to be binding, and the Customer acknowledges that these Terms were made available for review through a link at checkout before payment was submitted.

22.4.2 The automatic order acknowledgement sent to the Customer by email confirms receipt of the order only. It does not constitute acceptance of the offer or mean that a contract has been formed.

22.4.3 A binding contract is formed when NexCon.io dispatches the order. For physical SIM cards, dispatch is deemed to take place when the goods are handed to the carrier. For eSIM profiles, dispatch is deemed to take place when NexCon.io makes the eSIM profiles available to the Customer in the Customer's NexCon.io account or sends the activation details to the email address provided at checkout, whichever occurs first.

22.4.4 Until dispatch, NexCon.io may reject the order in whole or in part on reasonable commercial, compliance or operational grounds, including lack of stock, obvious pricing errors, failed business verification, fraud or sanctions, or delivery to a destination not covered by clause 22.9.1. If an order is rejected, NexCon.io will refund the amount paid for the rejected part. Subject to mandatory law, the Customer has no further claim solely as a result of the rejected order.

22.4.5 The Terms published at www.nexcon.io/terms at the time the order is placed apply to that order. NexCon.io records the date and time of each order, and the version of these Terms in force on that date is deemed accepted. On request, NexCon.io will confirm to the Customer which version applied to a particular order.

22.5 What is paid at checkout

22.5.1 The amount charged at checkout covers (i) the production and delivery costs of the ordered SIM cards or eSIM profiles, less any volume discount displayed at checkout, (ii) shipping of physical SIM cards as stated at checkout in accordance with clause 22.9.3, and (iii) VAT where applicable under clause 22.12. No shipping charges apply to orders consisting solely of eSIM.

22.5.2 No subscription fee, data allowance or recurring payment is included in, or falls due as part of, the amount payable at checkout. Subscriptions begin only upon activation in accordance with clause 22.6.

22.5.3 As part of checkout, the Customer authorises NexCon.io's payment service provider to store or tokenise the Customer's payment details and authorises NexCon.io to initiate subsequent charges to that payment method for amounts due under the contract, including subscription fees, overage charges and other fees payable under these Terms, in accordance with the account credit balance model described in clause 22.12.7. NexCon.io does not need to store the full payment card number itself to make such charges. This authorisation remains in effect until all SIM cards supplied to the Customer have been cancelled and all outstanding amounts have been paid, or until the Customer provides an alternative payment method accepted by NexCon.io.

22.5.4 The Customer is responsible for ensuring that the stored payment method remains valid and has sufficient funds, and for updating the payment method through the NexCon.io platform when it expires or is replaced.

22.5.5 Amounts paid at checkout for SIM cards or eSIM profiles are not refundable solely because the Customer subsequently decides not to activate or use some or all of them. Physical SIM cards remain the Customer's property under clause 22.7.4. This clause is subject to clauses 22.2.4, 22.4.4 and 22.10 and to mandatory law.

22.6 Activation and commencement of the subscription

22.6.1 SIM cards supplied through Package Builder are dispatched inactive. eSIM profiles are made available inactive and are not activated merely by downloading or installing them. As an exception to clause 3.3, no subscription fees accrue when the order is placed or dispatched, or when an eSIM profile is made available.

22.6.2 A SIM card is activated when the Customer initiates activation, either by selecting "Activate" in NexCon.io's user interface or by making the corresponding call to NexCon.io's REST API. Activation takes place separately for each SIM card and is the event that starts the subscription for that SIM card.

22.6.3 The subscription for a SIM card begins on the activation date. The first subscription period runs from and including the activation date to and including the last day of that calendar month.

22.6.3.1 The subscription fee for the first period is charged pro rata per calendar day. It is calculated by multiplying the monthly subscription fee by the number of calendar days in the first period and dividing the result by the total number of calendar days in that calendar month.

22.6.3.2 The data allowance for the first period is reduced pro rata on the same basis and using the same calculation. The Customer is not entitled to the full monthly data allowance in the calendar month in which activation takes place. Data used in excess of the pro-rated allowance is charged as overage in accordance with clause 22.8.

22.6.3.3 From the first day of the calendar month following activation, the full monthly subscription fee and the full monthly data allowance apply.

22.6.3.4 Unused data allowances, whether pro-rated or full, do not roll over to any subsequent period, are non-refundable and have no cash value; see clause 4.5.

22.6.4 SIM cards that are never activated incur no subscription fees. NexCon.io does not activate SIM cards on the Customer's behalf or activate them automatically after a specified period.

22.6.5 The Customer is solely responsible for deciding when to activate each SIM card and for the charges resulting from activation, including where activation is initiated by the Customer's own systems through the REST API.

22.6.6 Account creation. When an order is placed through Package Builder, NexCon.io prepares an account for the Customer on the NexCon.io platform using the company and contact details provided at checkout.

After payment and account setup, NexCon.io sends an invitation to the email address provided at checkout, giving the Customer's designated contact person access to the account. The ordered SIM cards or eSIM profiles are made available in this account, where the Customer can activate them individually and at its own pace under clause 22.6.2, manage subscriptions and cancel under clause 22.7.2. Clause 4 applies to the account, except for clause 4.4. The Customer is responsible for accepting the invitation and for its use of the account under clause 4.3. Failure to accept the invitation or activate the SIM cards does not affect the amount paid at checkout; see clause 22.5.5.

22.7 Term, renewal and cancellation

22.7.1 Subscriptions activated under clause 22.6 run by calendar month and renew automatically for a further calendar month unless cancelled in accordance with clause 22.7.2.

22.7.2 The Customer may cancel a subscription at any time through its NexCon.io account. Cancellation takes effect at the end of the calendar month in which it is submitted. The Customer is charged for that calendar month but not for any subsequent month. The rule in clause 5.2 requiring payment for the current month plus one further full month does not apply to orders placed through Package Builder. Subject to clause 22.7.2.1, the final calendar month is charged in full, is not pro-rated and includes the full monthly data allowance.

22.7.2.1 If a SIM card is activated and cancelled within the same calendar month, clause 22.6.3.1 applies and the Customer is charged only the pro-rated fee for the days from and including the activation date to and including the last day of that month, with the corresponding pro-rated data allowance under clause 22.6.3.2. No further subscription fees fall due for any subsequent month.

22.7.3 Deactivating a SIM card without cancelling the associated subscription does not terminate the subscription or stop subscription fees from accruing.

22.7.4 Purchased SIM cards remain the Customer's property after cancellation; see clause 14.2. They do not need to be returned. A cancelled SIM card can only be reactivated if NexCon.io supports reactivation and a new subscription is taken out at the price then in force.

22.7.5 Clauses 15.2 and 15.3 continue to apply, and NexCon.io may terminate the Customer's access under those provisions.

22.7.6 Assumption of deployment. The volume-based monthly subscription price per SIM card offered through Package Builder is based on the total number of SIM cards ordered and on the expectation that the Customer will put those SIM cards into use and activate them within six to twelve months after delivery. If a substantial proportion of the ordered SIM cards remains inactive twelve months after delivery, NexCon.io may review the monthly subscription price applicable to the Customer's activated SIM cards to bring it into line with the price level for the number of SIM cards actually activated. Notice of any such adjustment will be given in accordance with clause 22.14.2, and the adjustment will take effect no earlier than 30 days after notice. The Customer may cancel the affected subscriptions under clause 22.7.2 before the adjustment takes effect. An adjustment under this clause does not affect the amount paid at checkout.

22.8 Data allowances, pooling and overage

22.8.1 Each package includes the data allowance stated in the configuration accepted by the Customer at checkout.

22.8.2 Data allowances for orders placed through Package Builder are pooled. The allowances of all activated SIM cards on the Customer's account within the same package are combined into a shared pool, and usage is measured against the pool's total allowance rather than the allowance of each individual SIM

card. If a SIM card is activated during a calendar month, the pro-rated allowance under clause 22.6.3.2 is added to the pool for that month.

When a SIM card is cancelled, its data allowance is removed from the pool from the first day of the month following the effective cancellation date.

22.8.3 Data usage exceeding the applicable pooled allowance is billed in arrears as overage. The overage rate per MB is the data rate per MB applicable to the Customer's package under the price list in force at the time of usage, plus 30 %. The applicable data rate is shown in the Customer's quotation or account. Overage rates for zones outside the self-service coverage area are set out in the price list in force from time to time.

22.8.3.1 Packages offered through Package Builder are data-only. SMS, voice and other non-data services are not included and are not available on Package Builder subscriptions unless expressly agreed otherwise in writing.

22.8.4 Data usage is aggregated for the billing period and rounded to the nearest whole kB for billing purposes. In these Terms, 1 kB means 1.024 bytes, and 1 MB means 1.024 kB.

22.8.5 Data usage is measured by NexCon.io's systems using usage records from the relevant telecommunications operators and roaming partners. These records are conclusive for billing purposes unless there is an obvious error.

22.8.6 Overage is invoiced monthly in arrears and charged to the payment method stored under clause 22.5.3.

22.8.7 Unless expressly stated otherwise in the Customer's quotation or at checkout, EUR is the controlling currency for prices under this clause 22. DKK amounts displayed in Package Builder are converted at the fixed internal rate of 7,4604 DKK per EUR and are indicative. If a displayed DKK amount differs from a displayed EUR amount, the EUR amount takes precedence unless the Customer's accepted quotation or invoice expressly fixes the price in DKK.

Package Builder currently offers only EUR and DKK. If NexCon.io later introduces additional currencies, the applicable basis of conversion will be stated in Package Builder and the quotation.

22.9 Delivery

22.9.1 NexCon.io delivers physical SIM cards ordered through Package Builder only to addresses in the following territories: the Member States of the European Union; Norway, Iceland and Liechtenstein; the United Kingdom; Switzerland; the Faroe Islands; the Isle of Man and the Channel Islands; and the USA. The list of countries available at checkout is definitive. Orders with a delivery address outside these territories are rejected under clause 22.4.4.

eSIM profiles are not subject to geographical delivery restrictions but remain subject to clauses 22.11 and 8.3.

22.9.2 Delivery is carried out by NexCon.io's carrier. Delivery times stated at checkout, in a quotation or in an order confirmation are estimates only unless expressly stated to be binding. Clause 3.3 does not apply to orders placed through Package Builder.

22.9.3 Shipping charges are stated at checkout before the Customer places the order and are calculated on the basis of the delivery destination.

22.9.4 Unless an agreed Incoterm provides otherwise, the risk of loss of or damage to the SIM cards remains with NexCon.io until delivery to the delivery address specified by the Customer. Title passes upon delivery, provided that NexCon.io has received full payment of the amount payable at checkout.

22.9.5 For delivery to destinations outside the customs territory of the European Union, including the United Kingdom, Switzerland, Norway, Iceland, the Faroe Islands, the Isle of Man, the Channel Islands and the USA, delivery is DAP (Delivered at Place, Incoterms® 2020) to the address specified by the Customer unless stated otherwise at checkout or in the quotation.

The Customer is the importer of record and is responsible for import clearance and all customs duties, import VAT, import taxes, clearance fees and other import costs. These costs are not included in the amount payable at checkout. If the Customer fails or refuses to complete import formalities or pay import costs and the shipment is returned, stored or destroyed, the Customer bears the resulting costs and NexCon.io is not obliged to refund the order amount unless and to the extent required by mandatory law.

22.9.6 The Customer must inspect the shipment immediately upon receipt. Visible damage, missing items or incorrect deliveries must be reported to support@nexcon.io within eight calendar days after delivery. If the Customer does not notify NexCon.io within this period, the delivery is deemed accepted in respect of defects or discrepancies that were or reasonably should have been identified during the inspection, subject to clause 22.10 and mandatory law.

22.9.7 The Customer is responsible for the accuracy of the delivery address entered at checkout; see clause 4.3. NexCon.io is not liable for delay or non-delivery caused by an incorrect or incomplete address and may charge the Customer reasonable re-dispatch costs.

22.9.8 Delivery of eSIM. eSIM profiles are not shipped physically. They are delivered by being made available in the Customer's NexCon.io account and/or by sending activation details (such as an activation code or QR code) to the email address provided at checkout. Clauses 22.9.2 to 22.9.7 do not apply to eSIM profiles.

The Customer is responsible for the accuracy of the email address provided, for keeping activation details confidential and for ensuring that its devices support eSIM (eUICC) and the relevant profile specification. Any expected times for making eSIM profiles available stated at checkout are estimates only.

22.10 Defective SIM cards

22.10.1 NexCon.io warrants that physical SIM cards supplied through Package Builder will be free from manufacturing defects for 12 months from delivery. Any claim under this warranty must be made within that period. This contractual warranty does not apply to fraud, wilful misconduct or other matters that cannot lawfully be limited.

22.10.2 If a SIM card is confirmed to have a manufacturing defect within the warranty period, NexCon.io will, at its option, repair or replace the defective SIM card. If repair or replacement is impossible or is not completed successfully within a reasonable time, the Customer may request a refund of the purchase price paid for the defective physical SIM card. Any further liability is governed by clause 16.

22.10.3 The Customer must report a suspected defect to support@nexcon.io and, if required, return the SIM card in accordance with NexCon.io's reasonable instructions so that the defect can be verified. If a manufacturing defect is confirmed, NexCon.io will bear reasonable return shipping and replacement shipping costs. If no defect covered by the warranty is found, the Customer bears those costs and NexCon.io may charge for reasonable, documented handling time.

22.10.4 This clause does not cover defects or malfunctions caused by the Customer's handling, storage, installation or equipment, physical damage, selection of an incorrect SIM form factor, or circumstances covered by clause 6.5 or clause 22.11.

22.10.5 eSIM profiles. Clauses 22.10.1 to 22.10.4 apply only to physical SIM cards. For eSIM profiles, NexCon.io warrants that a profile made available under clause 22.9.8 can be downloaded and activated on a compatible device with eUICC support in accordance with the applicable specification.

If a profile cannot be downloaded or activated for reasons attributable to NexCon.io or its suppliers, and the Customer notifies support@nexcon.io no later than 12 months after the profile was made available, NexCon.io will provide a replacement profile free of charge. If replacement is impossible or is not completed successfully within a reasonable time, the Customer may request a refund of the price paid for the affected profile.

This does not cover failures caused by the Customer's devices, device settings, network operators' restrictions on the Customer's devices, loss or disclosure of activation details, or the Customer's deletion of a profile. Any further liability is governed by clause 16.

22.11 Networks, coverage and third-party suppliers

22.11.1 The Services are transmitted over networks operated by third-party telecommunications operators; see clause 2.2. NexCon.io does not own or control these networks.

22.11.2 Coverage, supported technologies, roaming access and available countries are stated from time to time at www.nexcon.io or in the applicable package information and may change as a result of decisions by telecommunications operators, roaming partners, authorities or other third parties. NexCon.io will give notice of material changes where reasonably practicable.

22.11.3 References to 2G, 3G, 4G, 5G, NB-IoT and LTE-M describe technologies that may be available through particular packages, networks or countries at a given time and do not guarantee continued availability. Telecommunications operators may phase out, restrict or replace radio technologies, including legacy 2G and 3G networks. NexCon.io is not liable for the consequences of such technological changes made by third parties where they are beyond NexCon.io's reasonable control.

The Customer is responsible for ensuring that its devices support appropriate technologies throughout their intended lifetime; see clauses 6.2, 6.3 and 6.5.

22.11.4 If a telecommunications operator or another critical supplier withdraws, restricts or ceases to provide a service in a country or on a network, NexCon.io may modify, replace or withdraw the affected part of the Services. NexCon.io will notify the Customer where reasonably practicable and may offer a reasonable alternative. If the change materially affects the Customer's use and no reasonable alternative is available, the Customer may cancel the affected subscriptions in accordance with clause 22.7.2.

Any further liability is governed by clause 16.

22.11.5 Telecommunications operators may impose restrictions on permanent roaming or sustained use in particular countries or networks. NexCon.io may restrict, suspend or close the affected SIM cards where necessary to comply with those restrictions or an operator's instructions. Clause 8.4 applies to costs imposed on NexCon.io to the extent that they arise from the Customer's use.

22.12 VAT, invoicing and payment

22.12.1 VAT is charged in accordance with applicable law and clause 5.6. In particular:

- supplies to Customers established in Denmark are generally subject to Danish VAT unless a specific exemption applies;
- physical SIM cards and the associated shipping supplied at checkout constitute a supply of goods for VAT purposes to the extent required by applicable law. Where goods are dispatched from Denmark to a

VAT-registered business in another EU Member State and the legal conditions for a VAT-exempt intra-EU supply are met, the supply may be made without Danish VAT and the Customer must account for VAT on the intra-EU acquisition in its Member State;

- ongoing mobile connectivity, data and other telecommunications services supplied to a business Customer established in another EU Member State are generally subject to the rules on the place of supply of B2B services and the reverse charge, including Articles 44 and 196 of Council Directive 2006/112/EC, where the statutory conditions are met;
- if a required VAT registration number is missing, invalid or cannot be validated, NexCon.io may charge Danish VAT or other VAT as required by applicable law; and
- supplies to Customers outside the EU are taxed in accordance with the applicable VAT and indirect tax rules. The Customer remains responsible for taxes, duties and reporting obligations imposed on it in its own jurisdiction.

22.12.2 VAT registration numbers may be validated at checkout or subsequently by automated methods. If a validation service is unavailable or returns an incorrect or incomplete result, NexCon.io may correct the VAT treatment and issue a corrected invoice or charge additional VAT where required by law. NexCon.io is not liable for tax consequences caused by inaccurate information provided by the Customer.

22.12.3 Invoices are issued electronically on the basis of the information provided by the Customer at checkout and in its account; see clause 5.4. If the Customer provides a customer reference or purchase order number at checkout, NexCon.io will include that reference on the invoice where technically supported. Electronic invoicing to a valid EAN number is supported where NexCon.io offers this.

22.12.4 Invoice disputes are governed by clause 5.4 and must be raised no later than 30 days after the invoice due date, subject to the exceptions stated there.

22.12.5 If a charge to the Customer's stored payment method fails, NexCon.io may contact the Customer and retry the charge or request another payment method. If an amount due under the contract remains unpaid 14 calendar days after its due date, NexCon.io may suspend the Customer's account and SIM cards, including by blocking data traffic, until all overdue amounts have been paid. Subscription charges continue to accrue during a suspension caused by non-payment.

Any delay by NexCon.io in suspending or terminating the Services does not constitute a waiver of its rights. NexCon.io may also suspend, block or terminate the Customer's account and Services in accordance with clauses 4.6 and 15.3 and may charge default interest in accordance with clause 5.3.

22.12.6 The minimum refund threshold and handling fee in clause 15.4 do not apply to orders placed through Package Builder. Where a refund is due under these Terms, it is made through the payment method used for the original order.

22.12.7 Account balance and automatic top-up. Subscription charges, overage charges and other recurring amounts payable under this clause 22 are settled from a credit balance in the Customer's NexCon.io account. NexCon.io replenishes the balance by charging the payment method stored under clause 22.5.3 ("automatic top-up") when the balance is insufficient to cover amounts falling due. Each automatic top-up is at least EUR 20 (or the equivalent amount in DKK under clause 22.8.7).

NexCon.io may increase the amount of an automatic top-up to match the subscription charges and other costs reasonably expected to fall due on the Customer's account in the following calendar month, based on the SIM cards activated at the time of the charge. Amounts charged appear on the Customer's invoice or account statement, and it may take up to 48 hours for usage and balance adjustments to be displayed.

Funds paid through top-ups under this clause are subject to clause 4.5 and, on termination, clause 22.12.6. The Customer may pay in additional funds manually at any time or specify an alternative payment method accepted by NexCon.io.

22.13 Personal data

22.13.1 NexCon.io is an independent controller of personal data processed for ordering, account administration, invoicing, support, fraud prevention and similar business purposes. This processing is described in NexCon.io's Privacy Policy, available at www.nexcon.io; see clause 9.1.

22.13.2 The Customer is responsible, as controller or otherwise under applicable data protection law, for the personal data it processes through its devices, systems and applications when using the Services, including ensuring an appropriate lawful basis and providing data subjects with the required information.

22.13.3 To the extent that NexCon.io processes personal data on the Customer's behalf as part of providing the Services, NexCon.io acts as processor and the applicable data processing agreement forms part of the contract in accordance with Article 28 of the GDPR.

22.14 Changes to these Terms

22.14.1 Clause 20.1 applies. A change to these Terms does not apply retrospectively to the one-off purchase and delivery of SIM cards that have already been dispatched under clause 22.4.3.

22.14.2 For ongoing Package Builder subscriptions, a material change to these Terms or the price list for ongoing Services that is detrimental to the Customer will normally take effect no earlier than 30 days after notice. A shorter period may apply where reasonably necessary as a result of a change imposed by a telecommunications operator, authority or another critical supplier beyond NexCon.io's reasonable control.

If the Customer does not accept a material change that is detrimental to it, the Customer may cancel the affected subscription under clause 22.7.2 before the change takes effect. Cancellation submitted during a notice period takes effect under the ordinary cancellation rule in clause 22.7.2 unless NexCon.io expressly agrees otherwise.

Contact

Questions about these Terms may be sent to support@nexcon.io.