

GET ESIMTRAVEL Service Terms

1. OBJECT

- 1.1. These Special Conditions, together with the General Conditions for the provision of electronic communications services and related services and the Specific Conditions of the Mobile Telephony Service, available at <https://www.nos.pt/outros/condicoes-da-oferta-do-servico/telefonico-movel>, establish the terms applicable to the provision by NOS Comunicações S.A. (hereinafter referred to as GET) to the customer of the service identified in the Special Conditions and Contract Summary Model ("Service") under Law No. 16/2022 of August 16 ("LCE") and its amendments and regulations, as well as the provision of other additional services, service facilities, and associated features requested or accepted by the Customer and made available by GET through any means of new service subscription.
- 1.2. The service is contracted through digital means via the website [getesimtravel.com](https://www.getesimtravel.com), with the Customer receiving the Contract Summary Model ("CSM") before payment. After payment, the customer will receive an email confirmation with instructions for using the contracted service.
- 1.3. The individual service contract ("Contract") is governed by these Special Service Conditions, the General Conditions for the provision of electronic communications services and related services, the Specific Conditions of the Mobile Telephony Service of NOS Comunicações S.A., and the Contract Summary Model (CSM) when applicable.
- 1.4. Within legally admitted limits, the development and execution of the Contract and all communications between GET and the Customer will be conducted digitally via email, SMS, or any other type of electronic communication without any certified digital or electronic signature or chronological validation issued by a certifying entity, but binding the Parties for all legal purposes.

2. SERVICE

- 2.1. The provision of the Service exclusively includes mobile data communication services (E-SIM) and does not include mobile voice communications or fixed communication services.
- 2.2. The email sent by GET to the Customer after payment will contain instructions to activate the E-SIM and its features.
- 2.3. The confirmation email will include a QR CODE for the E-SIM, which the Customer must scan using another device. To activate the E-SIM according to the instructions sent in the confirmation email, the Customer must also enable roaming and set the E-SIM as the default data.

- 2.4. The E-SIM is not compatible with all devices. The Customer is solely responsible for consulting the list of compatible devices at getesimtravel.com before contracting, with no refunds for using an incompatible device.
- 2.5. The E-SIM becomes inactive 60 (sixty) days after the end of the contracted service.
- 2.6. The Customer will receive the invoice for the contracting via email after payment of the Service on the website.

3. CONTRACT EFFECTIVENESS

- 3.1. The Contract takes effect on the Commercial Activation date of the Service.
- 3.2. For the purposes of this Contract, the expressions "Commercial Availability" or "Commercial Activation" of the Service occur and designate the moment when GET sends the Customer the email confirmation with instructions for activating the Service.
- 3.3. Commercial Activation is subject to the cumulative verification of the following conditions:
 - a) Service contracting request by the Customer on the site getesimtravel.com, providing the necessary data;
 - b) Payment of the service;
 - c) Acceptance by GET, confirmed to the Customer via email.

4. PRICES

- 4.1. Payment for the Service is made at once in a pre-payment regime at the time of the Customer's subscription on the site getesimtravel.com via credit card, PayPal, or any other means that may be created by GET for this purpose.
- 4.2. The prices applicable to the Service may be subject to mere updates during the period from February to April of each year by reference to the inflation rate calculated based on the Consumer Price Index of the preceding year published by the National Institute of Statistics (INE) or in any case by the minimum value of 50 cents (including VAT).
- 4.3. If, as part of campaigns, promotions, or special temporary regimes, GET allows access to services or conditions for a certain period without the payment of any specific price, this does not grant the Customer the right to demand access to the services or conditions beyond the period in question.

5. CHARACTERISTICS

- 5.1. The Service is intended to allow the Customer's use according to the options selected on the getesimtravel.com site and as expressly contemplated in the terms of the respective tariff.

- 5.2. The Customer may not use the Service for any purpose other than the normal purposes of an electronic communications service, in particular, the conversion or redirection, in any form, of traffic, for any type of end, regardless of its origin, into mobile traffic destined for the mobile network, in which case(s) GET reserves the right to refuse activation of the Service or to disconnect it.
- 5.3. The Customer acknowledges the existence of potential coverage limitations inside buildings that are inherent to the wireless technology used to provide the Service. The Customer accepts that, due to these limitations, GET cannot guarantee the operation of the Service in 100% of the potential locations of use and in all circumstances.
- 5.4. Either Party may terminate the Contract in cases where the use of the Service is impeded by a factor attributable to third parties or in cases where the conditions of use and the technical means that demonstrably harm the quality of the Service change.
- 5.5. The estimates of maximum Download (DL) and Upload (UL) speeds are as indicated in the MRC.
- 5.6. For the purposes of the previous number, the Maximum Speed Estimate is the value of the maximum speed realistically achievable by the Customer, in different locations and under typical usage conditions.
- 5.7. Internet access speeds through mobile technology are conditioned by various factors, including (i) the number of users simultaneously in the area covered by the cell to which the Customer is connected, (ii) the technologies and speeds supported by the terminal equipment used, (iii) the activity and traffic intensity in the cell coverage area, (iv) network coverage in that area or location, (v) usage inside buildings or indoor areas, (vi) the simultaneous use of other applications, (vii) the operating system and settings of the terminal equipment for accessing the Service, (viii) the characteristics of the servers used and the capacity of the networks that interconnect these servers to the internet, (ix) other factors external to GET, notably weather conditions.
- 5.8. GET may define and apply, if necessary, traffic management measures to ensure the effective use of network resources and the overall improvement of transmission quality.
- 5.9. GET may also, if necessary, apply more severe traffic management measures when this results from the need to implement judicial orders, administrative authorities, or comply with legislative acts, preserve the integrity and security of the network, prevent imminent network congestion, and mitigate the effects of exceptional or temporary congestion.
- 5.10. The application of the traffic management measures may temporarily decrease the data transfer speeds that have been announced, in all or some traffic categories, as may be most appropriate to minimize the impact of these measures on the quality of

the Service, particularly in the use of content, applications, and services, safeguarding users' rights relating to privacy and personal data protection.

5.11. GET may offer Internet access services optimized for specific contents, applications, or services, or for a combination of the same, if optimization is necessary to meet the requirements of the contents, applications, or services for a specific quality level (specialized services). In these cases, the ability to achieve the announced speed will be affected in situations of potential network congestion or as may be necessary to ensure the quality of transmission at each moment.

5.12. The Customer must use the Services in accordance with the Acceptable Use Policy and, if applicable, with the Responsible Use Policy. If the Customer breaches the conditions of access and use of the Services, GET may suspend or terminate access to them.

5.13. GET provides online technical assistance, upon providing all the necessary instructions for the correct use of the Service, through the Chat available at getesimtravel.com.

5.14. GET may take all necessary measures to safeguard its rights in the event of an attempt or action.

6. GUARANTEES

6.1. GET will send the Customer, within a maximum of three (3) business days after payment, an email confirmation of service enrolment, including instructions for activating the service.

6.2. The Customer will be responsible for activating the service according to the instructions provided by GET.

6.3. In the event of faults that are the responsibility of GET and cause interruptions in the provision of the Service, GET will restore the Service within a maximum of 48 hours from the moment it becomes aware of the fault, unless this proves technically impossible.

6.4. The Services will be provided on a regular and continuous basis and GET is obliged to repair any faults that are its responsibility and occur in the provision of the Service, committing to meet the quality levels it is obliged to uphold.

6.5. In cases where the Service is unavailable for a period longer than 24 hours, whether consecutive or accumulated during the billing period, for reasons not attributable to the Customer, GET will provide a credit in accordance with the terms provided by law.

7. CHANGES TO THE CONDITIONS

- 7.1. Any changes to the contracted conditions will be communicated to the Customer via email, at least thirty (30) days before they take effect.
- 7.2. If the Customer does not accept the communicated changes, they may terminate the Contract without any charge within thirty (30) days after the notification from GET. This can be done by letter sent to Apartado 52111, EC Campo Grande, 1721-501 Lisbon, or any other method that may be established by GET.
- 7.3. The Customer acknowledges and accepts that the price updates provided for in Clause 4.2 do not constitute a change in the contractual conditions.
- 7.4. The right to terminate the contract without any charge provided in item 2 of this clause does not apply when the changes (i) are proposed exclusively for the benefit of the Customer, (ii) have no negative effect on the Customer, especially those that are purely administrative or related to the provider's address, or (iii) directly result from the application of national or European Union legislative acts, or acts or regulations of ANACOM.
- 7.5. Any termination of services or functionalities that can be accessed through the Service will be communicated to the Customer at least fifteen (15) days in advance.

8. TERMINATION OF THE OFFER

- 8.1. Under the terms and for the purposes of paragraph c) of article 113.1 of the LCE, in case of termination of GET's services, the Customer will be informed in writing, at least fifteen (15) days in advance.
- 8.2. In the case mentioned above, the Contract will cease to have effect from the date of the said termination of the offer, without prejudice to the Customer's obligation to pay any amounts arising from the use of the Service until that date.

9. PERSONAL DATA

- 9.1. Personal data is processed by GET in accordance with the [Customer Privacy Policy](#), particularly regarding the categories of data processed, the purposes and legality of the processing, the retention periods, and the exercise of rights.

10. SUSPENSION AND TERMINATION OF THE CONTRACT

- 10.1. GET may suspend or limit the provision of the Service in case of force majeure or fortuitous event, as well as when necessary to ensure network security, to respond to threats or vulnerability situations, to prevent interference between technical systems, and whenever necessary to ensure compliance with norms related to protection against risks to privacy and personal data of the Customer, as well as to ensure the maintenance of network integrity, interoperability of services, provided

prior communication to the Customer at least twenty-four (24) hours in advance, except in case of emergency or force majeure.

10.2. GET may also terminate the Contract and the provision of the Service, by notifying the Customer at least eight (8) days in advance (unless the law requires a different period), in case of:

- a) Severe or repeated non-compliance by the Customer with applicable legal, regulatory, or contractual provisions;
- b) Improper use of the Service;
- c) In other cases provided for in these Conditions or in the respective tariffs of the Service.

10.3. The Customer can terminate the Contract by letter sent to Apartado 52111, EC Campo Grande, 1721-501 Lisbon, or by any other means that may be established by GET.

10.4. The request for contract termination must include the identification elements of the Customer and the Service or Contract they wish to terminate. The request must be signed by the Customer in accordance with the identification document, a copy of which must be attached, or it must be signed by a representative of the Customer with the authority to do so, in which case proof of the powers of representation must also be provided. If the signature is legally recognized, it is not necessary to attach a copy of the identification documents.

10.5. GET will confirm in writing the receipt of the contract termination request within 5 (five) business days. 10.6. If the contract termination request is not in accordance with this clause, particularly if it lacks information or necessary documentation, GET must inform the Customer in writing of this fact within 3 (three) business days of receiving the request. The Customer must then provide the missing information or documentation within 30 (thirty) business days, after which, if not complied with, the request will be considered expired. 10.7. The request to resolve the contract, initiated by the Customer, must be suitably adapted from items 3 and 4 of this clauses, and the Customer must substantiate the request to resolve the contract.

11. COMMUNICATIONS

11.1. Without prejudice to other forms of communication agreed between the Parties, established in the Contract, or resulting from mandatory legal precept, notifications made to the Customer related to the Service or their relationship with GET will be made via SMS or email to the contacts provided by the Customer.

11.2. Without prejudice to other forms of communication agreed between the Parties, established in the Contract, or resulting from mandatory legal precept, communications from the Customer to GET may be sent to Apartado 52111, EC Campo Grande, 1721-501 Lisbon, or through any other means that may be established by GET for this purpose, applying the formalities provided in each case.

12. DISPUTE RESOLUTION AND COMPLAINTS PROCEDURES

12.1. In case of a dispute, and for the purposes of summons or notification, the conventional domicile of the Customer will be the one indicated at the time of joining the Service.

12.2. For any issues arising from this Contract, the competent judicial courts and Alternative Dispute Resolution entities will be applicable, and consumer clients may resort to the arbitration courts to which GET is legally bound:

- **CNIACC** — National Center for Information and Arbitration of Consumer Conflicts;
- **CAUAL** — Arbitration Center of the Autonomous University of Lisbon;
- Lisbon Consumer Conflict Arbitration Center (www.centroarbitragemlisboa.pt) ;
- Algarve Consumer Information, Mediation, and Arbitration Center (www.consumoalgarve.pt) ;
- Vale do Ave Consumer Conflict Arbitration Center (www.triave.pt) ;
- Porto Consumer Information and Arbitration Center;
- **CIAB** — Consumer Information, Mediation, and Arbitration Center (www.ciab.pt) ;
- Coimbra District Consumer Conflict Arbitration Center (www.centrodearbitragemdecoimbra.com) ;
- Madeira Autonomous Region Consumer Conflict Arbitration Center (www.srrh.gov-madeira.pt/cacc) .

Contact details for these are available at www.consumidor.pt .

12.3. Without prejudice to recourse to judicial courts and Alternative Dispute Resolution entities, the Customer may file a complaint with GET concerning acts or omissions that violate applicable legal, regulatory, or contractual norms, detailing and substantiating the terms of the complaint, which may be presented through a letter sent to Apartado 52111, EC Campo Grande, 1721-501 Lisbon, or any other means that may be created by GET for this purpose.

12.4. The deadline to submit the complaint mentioned above is 30 (thirty) days from the knowledge of the facts by the Customer.

12.5. Complaints submitted under the terms of the previous numbers will be decided by GET and notified to the Customer within a maximum period of 30 (thirty) days from their receipt.

13. RIGHT TO FREE TERMINATION

13.1. The consumer customer may exercise the right to freely terminate the contract within 14 (fourteen) days, or if the service subscription occurs at the Customer's home or during a journey organized by GET, or its representative or agent, outside its commercial premises, within 30 (thirty) days from the date of its conclusion.

13.2. Exercising the legal right to terminate the contract does not exempt the Customer from paying for the service proportionally provided if the service started within the legal free termination period.

13.3. The right to freely terminate the contract does not apply if the services have been fully provided with the Customer's express consent and with the recognition that their complete execution constitutes an exception to the right of free termination.

13.4. In case of contract termination under this clause, the Customer will be refunded any payments made that are not related to the price of the service provided at their request, within 14 (fourteen) days from the date GET is informed of the termination.

Resolution Form Template (as per the annex of Decree-Law 24/2014)

(Only fill out and return this form if you wish to terminate (withdraw from) the contract during the 14 or 30-day free resolution period, depending on the case. Please contact Customer Support for any information about the completion procedures and/or the address for sending the form.)

- To [insert the name, geographical address, and possibly the fax number and email address of the professional]:
- By this communication, I/we (*) declare that I/we (*) resolve/are resolving (*) my/our (*) purchase and sale contract concerning the following good/service (*)
- Ordered on (*)/received on (*)
- Name of consumer(s)
- Address of consumer(s)
- Identification document number
- Taxpayer number
- Bank Identification Number – IBAN (the refund of any amounts will be made via bank transfer to the specified IBAN, or, in the absence of a IBAN indication, by cheque)
- Signature of consumer(s) (only if this form is notified on paper)

(*) Cross out what does not apply

14. GET Customer Support

14.1. Customer support line 224004040: The call costs the price of a call to the national fixed network. Available on business days from 9 am to 9 pm.

14.2. Chat on the getesimtravel.com site: Available for free 24/7 on getesimtravel.com.