**ASCEND GmbH**
Wilhelm-Spaeth-Straße 2
90461 Nürnberg
www.ascend.de

LEGAL DOCUMENT

# Terms and Conditions of Liability and Use for SIM Cards and Data Plans

| VERSION | AS OF | TRANSLATION AS OF | LANGUAGE |
|---|---|---|---|
| 1.2.0 | 29 September 2026 | 29 September 2026 | English |

> ! Translated with AI from German. Only the **German version** is legally valid.

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# Liability and Usage Terms for SIM Cards and Data Plans

of ASCEND GmbH, Wilhelm-Spaeth-Straße 2, 90461 Nürnberg (hereinafter "Ascend")

## 1. Scope of Application

**1.1** These terms apply in addition to Ascend's General Terms and Conditions (GTC) for all SIM cards and eSIM profiles (collectively "SIM cards") provided by Ascend to the customer, as well as for the associated mobile data plans booked with them (data packages and usage-based tariffs, billed via prepaid credit or invoice; collectively "data plans"). They govern, in particular, the customer's duty of care and liability in handling SIM cards, as well as billing, blocking, term, and termination.

**1.2** The offer is exclusively directed at businesses (§ 14 BGB), public authorities, and other public-law institutions. Consumers may not acquire SIM cards and data plans from Ascend.

**1.3** In the event of conflicts, these terms take precedence over the GTC. Additionally, the tariff description and price list of the respective data plan in the version valid at the time of booking apply. Individually agreed conditions (e.g., in an offer, order confirmation, or separate contract) take precedence over the tariff description and price list.

## 2. Provider Status

**2.1** Ascend provides the data services in its own name and for its own account as a reseller of publicly accessible telecommunications services and is registered as a provider with the Bundesnetzagentur (§ 5 TKG). The customer’s contractual partner is exclusively Ascend.

**2.2** Ascend does not operate its own mobile network. Data transmission is carried out via the mobile networks of partner network operators (multi-operator SIM). The networks and countries available for use in each case are specified in the tariff description; they may change due to modifications in the network operator contracts (Clause 12).

## 3. Subject Matter of the Contract and Scope of Services

**3.1** Ascend provides the customer with SIM cards and grants mobile internet access (data service) to the extent booked. Voice telephony, SMS, and emergency calls are not part of the service. **Emergency calls (112) cannot be made via data-only SIM cards.**

**3.2** The data service may be used in the countries specified in the tariff description (tariff zone, generally the European Union). Use outside the tariff zone is not guaranteed; Ascend may block it at the network level.

**3.3** Internet access is provided with a dynamically assigned IP address, typically via a network gateway in Germany. A fixed (static) IP address is not part of the service.

**3.4** The actual available transmission speed depends on network coverage, network load, location, end device, and the specifications of the respective network operator. Ascend does not guarantee any specific transmission speed or network coverage; speeds stated in the tariff description are estimated maximum values.

**3.5** SIM cards are intended for use in routers, gateways, and IoT devices. The customer is responsible for the compatibility of the end device (frequency bands, network technology, SIM format, access point/APN); Ascend provides the necessary access data.

**3.6** Ascend provides the customer with information on data usage and – in the case of prepaid services – credit in a customer portal or upon request. Usage data is transmitted by network operators with a delay (typically within approximately 30 minutes) and serves as a guideline; the billing-relevant usage data is that provided by the network operators.

**3.7** Ascend may set a monthly usage limit per SIM card, the amount of which is determined by the tariff description or individual agreement. Once the limit is reached, the data connection of the affected SIM card will be blocked until the end of the billing month. Upon the customer's request in text form, Ascend will increase the limit or lift the block. Due to the delayed transmission of usage data (section 3.6), usage may slightly exceed the limit; this usage will be billed.

## 4. Ownership and Provision of the SIM Card

**4.1** SIM cards remain the property of Ascend or the network operator and are provided to the customer for use during the term of the contract. The same applies to eSIM profiles.

**4.2** The customer may use the SIM card only in their own or customer-operated devices and solely for their own purposes. Use by employees as well as in vehicles, facilities, and at the customer's locations is permitted. The transfer to third parties for a fee or free of charge, the resale of the data service, and the provision of access to the public (e.g., as a public hotspot) require the prior consent of Ascend in written form.

**4.3** The following are prohibited: copying, reading out, or modifying the SIM card or eSIM profile (e.g., SIM cloning), bypassing locks, volume or speed restrictions, as well as manipulating device or network identifiers (IMEI, IMSI).

**4.4** Upon termination of the contract, the customer must return the SIM card upon request by Ascend or render it unusable and delete eSIM profiles.

## 5. Customer's Duty of Care

**5.1** The customer shall keep the SIM card, the PIN and the PUK, as well as the access data for the customer portal, in a safe place and protect them from access by unauthorised third parties. The PIN and PUK must not be stored together with the SIM card or noted on the device. For routers and IoT devices, the device's default access data must be changed, and remote maintenance interfaces must be secured.

**5.2** The customer shall use the data service only in accordance with applicable law and the usage rules of the network operators. In particular, the following are prohibited: unlawful content or activities; attacks on third-party networks, systems, or services (e.g., overload attacks, unauthorised port scans, distribution of malware); unsolicited bulk emails (spam); manipulations that disrupt network operations or impair other users; and any use that abusively exploits the tariff conditions (Clause 9).

**5.3** The customer shall take appropriate technical measures to prevent unintended data consumption (e.g., due to misconfigured devices, automatic updates, unsecured Wi-Fi access) and shall regularly monitor their consumption. The customer shall bear any consumption arising from such configurations.

**5.4** The customer shall keep their contact details up to date so that Ascend can reach them in the event of disruptions, blocks, or security incidents.

## 6\. Loss, Theft and Misuse – Blocking

**6.1** The customer must immediately report to Ascend the loss or theft of a SIM card or of a device containing a SIM card, as well as any suspicion of misuse (e.g. unexplained data consumption, unauthorised access to the customer account): by email to support@ascend.de (at any time) or by telephone at +49 911 148875-20 (during business hours). Where the customer portal offers self-blocking, the customer may block the SIM card immediately via the portal.

**6.2** Ascend will block the SIM card without undue delay upon receipt of the report and confirm the blocking in text form. Receipt of the report by Ascend is decisive for the transfer of liability (Clause 7.2). Self-blocking in the customer portal takes effect immediately.

**6.3** Ascend is entitled to block the SIM card in whole or in part if (a) there are concrete indications of misuse, loss or a threat to Ascend's network or systems, (b) the customer breaches Clause 4, 5 or 9, (c) in the case of prepaid, the credit is exhausted (Clause 8.4), (d) a consumption limit is reached (Clause 3.7), (e) in the case of invoice billing, the conditions set out in Clause 8.12 are met, or (f) the network operator demands the blocking or a statutory or judicial order requires it. Ascend will inform the customer of the blocking and its reasons, where legally permissible, and will lift the block as soon as the reason no longer applies.

**6.4** For a replacement SIM card following loss, theft or damage attributable to the customer, Ascend will charge the fee specified in the price list plus shipping costs. Replacement of a defective SIM card is free of charge.

## 7. Customer's Liability

**7.1** The customer shall be liable for all charges and usage incurred through the use of the SIM card provided to them, regardless of whether the use is by the customer themselves, their employees, or third parties to whom the customer has made the SIM card or the terminal device available. This shall also apply to usage incurred through misconfigured or unsecured terminal devices.

**7.2** In the event of loss, theft, or any other disappearance of the SIM card, the customer shall be liable for usage and charges caused by third parties until Ascend receives the notification pursuant to Clause 6.1. For prepaid tariffs, this liability shall be limited to the available credit and the booked data packages; a negative balance shall only arise to the extent specified in Clause 8.5. For invoice-based billing, liability for third-party usage per SIM card and billing month shall be limited to the stored usage limit (Clause 3.7) plus the basic charge. After receipt of the notification, the customer shall no longer be liable for third-party usage unless they have intentionally or grossly negligently enabled the misuse (e.g., by disclosing the PIN or making a delayed notification).

**7.3** If the customer culpably breaches their obligations under these terms, in particular under Clauses 4, 5, and 9, they shall compensate Ascend for any resulting damage. This shall include, in particular, charges, contractual penalties, or claims for damages asserted by network operators against Ascend due to the customer's usage behavior, as well as reasonable costs for processing misuse cases and official inquiries to the extent that the customer has caused them.

**7.4** The customer shall indemnify Ascend against claims by third parties arising from unlawful use of the SIM card or data service by the customer or by persons to whom the customer has enabled such use, including reasonable costs of legal defense. This shall not apply if the customer is not responsible for the legal infringement.

**7.5** The customer shall be responsible for the content they transmit or access via the data service, as well as for compliance with the regulations applicable to their intended use (e.g., data protection when transmitting personal data, radio and product safety regulations for terminal devices).

## 8. Billing: Prepaid Credit or Invoice

**8.0** Data tariffs are billed either in advance via credit (Prepaid, Clauses 8.1 to 8.6) or subsequently by invoice (Clauses 8.8 to 8.13). The applicable billing model is determined by the tariff description or the individual agreement. If nothing is agreed, Prepaid applies. Clause 8.7 applies to both models.

### Prepaid

**8.1** With Prepaid, the customer loads credit onto their customer account; the credit is used to settle charges for data packages, usage-based data charges, and other charges listed in the price list. The credit is assigned to the customer account and remains intact in the event of loss or replacement of the SIM card.

**8.2** Data packages (e.g., a monthly data volume) apply for the respective billing month. Any unused package volume expires at the end of the billing month and is neither carried over nor refunded. A data package is extended by one additional month each time if, at the time of renewal, sufficient credit is available and the customer has not canceled it by the end of the month; if the credit is insufficient, the package ends at the close of the month.

**8.3** Usage exceeding the package volume (overuse) and usage-based tariffs are billed from the credit at the rates per gigabyte specified in the price list. Overuse is only possible if credit is available.

**8.4** If the credit is exhausted, the data connection is blocked until the customer has reloaded credit (block at €0). The customer is responsible for timely reloading; where the customer portal offers warning thresholds, the customer may opt to receive notifications.

**8.5** Usage data is transmitted with a time delay (Clause 3.6). Usage incurred between the exhaustion of credit and the effective blocking may therefore slightly exceed the credit; the excess amount is offset against the next reload.

**8.6** Credit does not accrue interest and is not transferable to other customers. Upon termination of the contract, Ascend refunds any unused credit paid in by the customer upon request within 30 days; bonus, promotional, or starter credit is not refunded.

### Both Models

**8.7** Usage-based charges are calculated per SIM card and billing month per commenced gigabyte, unless the tariff description or the individual agreement provides otherwise. All prices are net prices plus applicable statutory value-added tax. The customer receives invoices or usage statements for reloads, charges, and usage in the customer portal or in text form.

### Billing by Invoice

**8.8** If billing by invoice is agreed, Clauses 8.1 to 8.6 do not apply; Clauses 8.9 to 8.13 apply instead.

**8.9** Ascend bills monthly in arrears. The invoice includes the base charges for each active SIM card, charges for booked data packages, and usage-based charges for the past billing month. The usage data of the network operators is decisive for the usage (Clause 3.6).

**8.10** The base charge is incurred from the activation of the SIM card by Ascend, even if the SIM card has not yet been put into operation by the customer at that time, and ends with its deactivation. For the month of activation and the month of deactivation, the full base charge is billed, unless the tariff description or the individual agreement provides otherwise. The customer may request the deactivation of individual SIM cards in text form by the end of a calendar month.

**8.11** Invoices are payable within the period specified on the invoice from receipt of the invoice without deduction. Otherwise, the payment terms of the General Terms and Conditions apply.

**8.12** If the customer defaults on payment, Ascend may, after prior notice in text form with a period of at least two weeks, block the SIM cards until the outstanding amount is settled. The base charges remain payable during the blocking period. In the event of repeated payment default, Ascend may switch future billing to Prepaid or require reasonable security.

**8.13** The customer must raise objections to an invoice in text form within eight weeks of receipt. Failure to raise objections in a timely manner is deemed approval; Ascend points this out in the invoice. The customer's statutory rights after the expiry of the deadline remain unaffected.

## 9. Fair Use

**9.1** The data tariffs are intended for the customer's business use at their premises as well as in their vehicles and facilities. Permanent use in other countries within the tariff zone is permitted.

**9.2** Ascend and the network operators may take reasonable traffic management measures in accordance with Art. 3 of Regulation (EU) 2015/2120, particularly in cases of network congestion, and may reduce the speed after the volume specified in the tariff description has been consumed, to the extent provided for in the tariff description.

**9.3** In the event of abusive use (Clause 5.2) or usage behavior that significantly impairs network operations, Ascend may, after prior warning – or immediately in the case of serious violations – throttle or block the connection and terminate the contract for cause.

## 10. Term and Termination

**10.1** The contract for the SIM card and data plan shall run for an indefinite period. It may be terminated by either party with one month's notice to the end of a calendar month (§ 56 TKG). A minimum contract term shall apply only if specified in the tariff description; it shall not exceed 24 months, and after its expiry, the contract may be terminated at any time with one month's notice.

**10.2** Subscribed data packages shall end no later than the contract. No pro-rata refund of package fees shall be made unless Ascend terminates the contract without good cause before the end of the paid billing month.

**10.3** Ascend may terminate the contract for a SIM card with one month's notice if the SIM card has not been used for a period of twelve months and – in the case of prepaid – has no credit balance (inactivity). Ascend shall notify the customer of this in text form beforehand.

**10.4** The right to terminate for good cause without notice shall remain unaffected. For Ascend, good cause shall exist in particular in the event of repeated or serious breaches of Clauses 4, 5 or 9, in the event of payment default in the amount of at least two monthly invoice amounts, and if the network operator permanently discontinues the service for the SIM card in question.

**10.5** Terminations shall require text form (§ 126b BGB). Upon termination of the contract, the SIM card shall be deactivated.

## 11\. Availability, Disruptions, and Liability of Ascend

**11.1** Ascend endeavors to ensure the most uninterrupted availability of the data service possible but cannot guarantee it. Restrictions may arise in particular from network coverage, maintenance work, disruptions at the network operators, official measures, and force majeure. Ascend will, where possible, announce maintenance work that may result in foreseeable interruptions in advance.

**11.2** Customers shall report disruptions to support@ascend.de or by telephone. Ascend will promptly remedy disruptions within its sphere of influence and forward disruptions in the network to the responsible network operator.

**11.3** Ascend's liability is unlimited for damages arising from injury to life, body, or health, for damages caused by Ascend's intent or gross negligence, or that of its legal representatives or agents, as well as under the Product Liability Act and to the extent of any assumed guarantee.

**11.4** In cases of slight negligence involving the breach of material contractual obligations (obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may reasonably rely), liability is limited to the contract-typical, foreseeable damage at the time of contract conclusion. Otherwise, liability for slight negligence is excluded.

**11.5** To the extent that Ascend is liable to the customer as an end user for financial losses arising from the provision of publicly accessible telecommunications services, liability under § 70 TKG is limited to 12,500 euros per end user; if liability to multiple end users is based on a single act or a single damaging event, the total liability is limited to 30 million euros. This limitation does not apply in cases of intent.

**11.6** Ascend is not liable for disadvantages resulting from an interruption of the data service due to exhausted credit, a reached usage limit, a justified suspension, use outside the tariff zone, or incompatible or misconfigured end devices.

**11.7** In cases of data loss, Ascend is liable only within the scope of the foregoing provisions for the damage that would have occurred even if the customer had performed proper, regular, and data-significance-appropriate data backups. The foregoing limitations also apply to the personal liability of Ascend's legal representatives, employees, and agents.

## 12. Prices and Changes

**12.1** The prices applicable at the time of booking, as set out in the then-current price list, or the individually agreed prices shall apply. Ascend may amend prices, tariff zones, and network availability with six weeks' prior notice in text form, in particular if the purchasing conditions of the network operators or statutory framework conditions change. For data packages already paid for, changes shall only take effect upon the next renewal; existing credit shall retain its nominal value.

**12.2** In the event of a change to the customer's detriment, the customer may terminate the contract without notice until the change takes effect; Ascend shall draw attention to this right in the notice of amendment. Further statutory rights shall remain unaffected.

## 13\. Data Protection and Traffic Data

**13.1** Ascend processes the customer's master data and traffic data (e.g. card identifier ICCID, subscriber identifier IMSI, time and scope of data usage, network and country used, assigned IP address) for the provision, billing and troubleshooting of the data service as well as for combating misuse in accordance with the provisions of the TDDDG (§§ 9 ff.) and the DSGVO. Traffic data will be deleted as soon as they are no longer required for these purposes and no statutory retention obligation exists.

**13.2** For the provision of services, data will be transmitted to the network operators and to the operator of the SIM management platform, in some cases to other member states of the European Union. Further details are provided in the privacy policy at https://www.ascend.de/legal/datenschutz/.

**13.3** Ascend upholds the telecommunications secrecy (§ 3 TDDDG) and does not access the transmitted content. Ascend is legally obliged to respond to information requests from authorised authorities in accordance with §§ 172 ff. TKG.

## 14. Customer Service and Contact

ASCEND GmbH, Wilhelm-Spaeth-Straße 2, 90461 Nuremberg · Phone +49 911 148875-20 · Email support@ascend.de. Blocking notifications pursuant to Clause 6.1 may be submitted at any time via email.

## 15\. Final Provisions

**15.1** The law of the Federal Republic of Germany shall apply, excluding international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**15.2** If the Customer is a merchant, a legal entity under public law, or a special fund under public law, or if the Customer does not have a general place of jurisdiction in Germany, the exclusive place of jurisdiction shall be Nuremberg. Ascend shall be entitled to sue the Customer at its general place of jurisdiction.

**15.3** Micro-enterprises and small enterprises may, under the statutory conditions, apply for conciliation proceedings pursuant to § 68 TKG with the Bundesnetzagentur.

**15.4** Amendments and supplements to these Terms shall require textual form. Should individual provisions be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected; the statutory provisions shall apply in place of the invalid provision.

**15.5** The German version of these Terms shall be authoritative. Translations serve informational purposes only.

As of: 29.09.2026