WORLD TRAVELLERS DATA

GENERAL TERMS AND CONDITIONS OF SALE AND USE

International Mobile Data Plans, eSIMs and Related Connectivity Services

Contracting service provider: hype SWISS Sàrl, a limited liability company incorporated under Swiss law and registered with the Commercial Register of the Canton of Geneva under Swiss company identification number (UID) **CHE-432.029.501**, having its registered office in Geneva and its business address at **rue des Gares 12, 1201 Geneva, Switzerland**.

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1. Purpose and scope

1.1. These General Terms and Conditions of Sale and Use (the “WTD Terms”) govern the marketing, ordering, supply, activation and use of the international mobile data plans offered under the name **WORLD TRAVELLERS DATA** (the “Service”) on the official website of hype SWISS Sàrl (“hype SWISS”).

1.2. The Service relies in particular on eSIM profiles and connectivity capacity made available on a white-label basis by a **current or future provider** and, where applicable, the network operators involved. **The Customer enters into the purchase agreement with hype SWISS**, which remains the Customer's commercial and contractual point of contact unless expressly stated otherwise before the order is placed. These Terms do not create a direct contract between the Customer and the current or future provider.

1.3. The Service is separate from hype SWISS's regular mobile subscriptions, roaming packages and other offers. Unless the purchased offer expressly states otherwise, it is a one-off, prepaid **mobile-data-only** service, without a telephone number, conventional voice calls or SMS messaging.

1.4. Mandatory provisions of Swiss law and, where applicable, mandatory foreign consumer-protection laws are fully reserved.

2. Contractual documents and order of precedence

2.1. The contract consists of the following documents, in order of priority for their respective subject matter: (a) the order confirmation and any individually agreed terms; (b) the detailed plan description and specifications; (c) any expressly applicable promotional terms; (d) these WTD Terms; and (e) hype SWISS's general website terms and privacy policy, insofar as relevant.

2.2. If documents conflict regarding technical specifications, covered territories, the commencement of validity or price, the information **given to the Customer before payment and reproduced in the order confirmation** prevails, subject to obvious errors and mandatory law.

2.3. The current or future provider's own standard terms do not apply to the Customer as a separate agreement unless separately and clearly disclosed and validly accepted. Technical and regulatory restrictions imposed by visited network operators nevertheless apply to the actual use of the Service, to the extent lawful.

2.4. General information, calculators, advertising materials, indicative coverage descriptions, third-party network information and automated responses do not amount to a special warranty if clearly presented as indicative. Mandatory pre-contractual representations and expressly agreed individual commitments retain their legal effect.

3. Definitions

3.1. “Customer” means any individual or legal entity ordering the Service. “Consumer” means an individual acting mainly for personal purposes outside their trade or profession. “Business Customer” means a person or entity purchasing primarily for business or professional purposes.

3.2. “eSIM” means an electronic SIM profile enabling a compatible device to access the mobile network associated with a plan. “Plan” means the data allowance or usage policy, geographical coverage and validity period selected when ordering.

3.3. “Installation” means adding an eSIM profile to a device. “Activation” means the technical event upon which the platform or network considers the profile or Plan activated. Installation and activation **may or may not occur at the same time**, depending on the Plan. “First Connection” means the first registration with, or first data exchange over, the relevant network.

3.4. “Current or Future Provider” means the existing technical service provider or any replacement provider supplying all or part of the white-label platform, eSIM profile or connectivity. “Host Operator” means a third-party network or roaming operator in a country or territory of use.

4. Essential information before ordering

4.1. Before the Customer becomes bound, hype SWISS displays the available and relevant information for each Plan, including: covered countries or territories; data allowance; any fair-use policy and speed reductions; validity period; when that period begins; any activation deadline; total price and applicable taxes; eSIM compatibility; available networks and technologies, where known; availability or restrictions of tethering; installation procedure; support arrangements; and refund policy.

4.2. A multi-country Plan covers **only those countries and territories expressly listed in its description**, not necessarily all territories customarily regarded as part of a geographical region. Certain territories, islands, ships and aircraft are excluded unless expressly included.

4.3. Technical specifications and country lists may vary between Plans. An advertisement referring to the total number of countries covered by the product catalogue does not mean that the Plan selected is usable in every such country.

4.4. Material exclusions — including the absence of conventional voice/SMS and a stand-alone emergency-calling service, eligible devices, validity commencement, data allowances and speed restrictions, coverage, expiry and refunds — must be sufficiently visible before payment. Access to these Terms does not replace any individual information that must be provided by law.

5. Eligibility and device compatibility

5.1. The Customer must have an eSIM-compatible device that is not locked to an incompatible operator, is authorised for use in the destination country and has the necessary settings and software updates. The mere presence of an eSIM function does not guarantee compatibility with every Plan.

5.2. Before purchase, the Customer must check the device's compatibility, its ability to accommodate an additional eSIM and whether data roaming must be enabled for the **WORLD TRAVELLERS DATA line**. An existing internet connection, via Wi-Fi or otherwise, may be required to receive, install or activate the eSIM.

5.3. The Customer is responsible for the settings under their control, including selecting the line used for mobile data, enabling tethering if permitted, and switching off mobile data on their primary line if they wish to avoid charges from their usual operator. hype SWISS is not liable for charges billed independently by that operator as a result of the Customer's settings, unless attributable to a fault of hype SWISS.

5.4. Minimum-age requirements, identity verification or local restrictions may apply where required by law or technical rules. The Customer represents that they have legal capacity to contract or are acting with valid authorisation from their legal representative.

5.5. In the absence of fault by hype SWISS or incorrect pre-contractual information, hype SWISS does not bear the cost of the device, its replacement, software updates, unlocking, repairs, third-party setup services or the consequences of incompatibility inherent in the Customer's device.

5.6. The Customer bears risks arising from modified (“jailbroken” or “rooted”) devices, unofficial software, the use of relays or VPNs, or security settings contrary to the manufacturer's recommendations, insofar as those factors cause the malfunction and subject to mandatory law.

6. Ordering and conclusion of the contract

6.1. The Customer selects a Plan, reviews its features and total price, checks the order details and expressly confirms the purchase and acceptance of the WTD Terms through an affirmative action. The contract is concluded when hype SWISS confirms the order or makes the Plan available, following payment acceptance and any necessary checks.

6.2. The electronic confirmation identifies at least the Plan, price paid, essential specifications, order number and means of obtaining support. The Customer must be able to access and retain the applicable Terms.

6.3. hype SWISS may refuse or suspend an order for objectively justified reasons, including technical impossibility, legal prohibition or sanctions, non-payment, fraudulent use or manifestly incorrect information. If the Service has not been delivered, amounts received for the order will be refunded, unless legally prohibited.

7. White-label supply and the role of the current or future provider

7.1. hype SWISS markets the Service under its own brand, using eSIM solutions and network-access arrangements supplied by the current or future provider or Host Operators. The networks actually used may be operated by local companies independent of hype SWISS.

7.2. hype SWISS manages the Customer's contractual relationship, the order, communication of commercial terms and first-line complaints. Certain checks, incidents and activations require intervention by the current or future provider or Host Operators.

7.3. Nothing in this clause deprives the Customer of any statutory remedy against hype SWISS or automatically transfers hype SWISS's contractual liability to the current or future provider.

7.4. hype SWISS may replace the current or future provider, provisioning arrangements or underlying network agreements where technically or commercially necessary, provided that the essential specifications already agreed are preserved or the remedies required by law are offered in the event of a material change. Unless expressly agreed otherwise, the Customer acquires no right to the continuation of a particular provider, Host Operator or technical architecture.

7.5. The current or future provider and Host Operators remain separate legal entities. Events occurring in their systems engage hype SWISS only to the extent of hype SWISS's own contractual obligations and applicable liability rules, including rules on persons engaged in performance. The involvement of a third party is not, by itself, a general exclusion of liability.

8. Electronic delivery, installation, activation and commencement of validity

8.1. Subject to necessary checks or technical incidents, the eSIM and installation instructions are generally delivered electronically, including through the Customer account or the email address provided with the order. Any indicated delivery time is an estimate unless expressly guaranteed.

8.2. The Customer installs the eSIM in accordance with the instructions provided and keeps QR codes, activation links, credentials and confirmation messages secure. They must not be made public or disclosed to unauthorised third parties.

8.3. **The precise commencement of validity must be stated in the Plan description**: it may occur upon installation, technical activation, first connection to an eligible network or on a fixed date, for example. No single validity commencement rule is assumed to apply to the entire product range.

8.4. Certain eSIM profiles can only be installed once or on a specific device. Deleting the profile, restoring the device or replacing it may make reinstallation impossible. Reissuance is not guaranteed; support will assess technical possibilities and the Customer's rights based on the cause of the incident.

8.5. The Customer is encouraged to retain proof of purchase and to test connectivity as soon as reasonably possible within the covered area. Any defect should be reported without undue delay, with information useful for diagnosis.

8.6. Delivery, activation, authentication and troubleshooting times may depend on third-party platforms and networks. Unless an essential deadline has been expressly agreed, no “instant”, “real-time” or “guaranteed before departure” service is promised. Rights arising from delay legally attributable to hype SWISS remain unaffected.

8.7. Installation attempts on incompatible devices, deliberate profile deletion or repeated attempts contrary to instructions can permanently invalidate an activation code. Free reissuance cannot be demanded where the incident is exclusively attributable to the Customer, subject to contrary contractual warranties or mandatory rights.

8.8. **Plan-specific trigger.** Depending on the Plan, validity may begin when the profile is installed, technically activated, first connects to an eligible network, first transmits or receives mobile data, or on a specified date. The Plan description must identify the applicable trigger and any final activation deadline. There is no universal activation trigger for all WORLD TRAVELLERS DATA Plans.

8.9. **Advance installation.** Where permitted by the Plan, the Customer may install the eSIM before departure without starting its validity period. If installation starts that period, this must be clearly disclosed before purchase. Once commenced, the period runs in accordance with the Plan terms even if the Plan is not used, subject to mandatory rights.

8.10. **Ambiguity and evidence.** A validity trigger that has not been adequately communicated cannot be presumed against the Customer contrary to applicable law. Technical installation, activation and usage logs may be used as evidence but are not conclusive.

9. Plan duration, data usage and expiry

9.1. Each Plan remains valid for the period or up to the data quantity specified in its description, whichever limit is reached first, unless the offer provides otherwise. Duration may be stated in hours, calendar days or 24-hour periods; the unit and starting point are specified in the offer.

9.2. Data consumption is measured by the network and platform; minor display delays or technical rounding may occur. Background activity, updates and automatic synchronisation consume data.

9.3. When the Plan expires or its allowance is exhausted, data access may be interrupted or restricted as described in the offer. Unused allowances expire unless carry-over is expressly offered or mandatory law provides otherwise. A Plan does **not automatically renew**, unless a renewal option is clearly disclosed and separately accepted.

9.4. Where available, top-ups and extensions are offered with their own disclosed price, activation and validity terms before purchase.

9.5. Non-use resulting from a cancelled or shortened trip, altered itinerary, change of mind or voluntary absence of connectivity does not suspend or extend validity, unless the offer or mandatory law provides otherwise. Remaining data have no independent redeemable cash value.

9.6. If usage counters temporarily differ, technical records kept by the platform and networks may be considered as evidence, without being conclusive or unlawfully shifting the burden of proof.

10. Nature of the Service and exclusions

10.1. Unless expressly stated otherwise, the Service includes neither conventional mobile voice calls nor SMS, personal telephone numbers, number portability or premium-rate services. Communications through internet applications consume Plan data and depend on those applications.

10.2. **WORLD TRAVELLERS DATA is not a stand-alone emergency-calling solution.** Where necessary, the Customer must retain a means of communication compatible with emergency numbers and local rules.

10.3. Availability of applications, banking services, location-restricted content, virtual private networks (VPNs), streaming services or locally blocked platforms is not guaranteed. The outgoing IP address and its apparent geographical location may differ from the Customer's actual country of use.

10.4. **The Service is not designed as an essential or sole connection** for personal safety, emergency communications, telemedicine, connected medical devices, aviation or maritime navigation, security operations, sensitive industrial systems or payments essential to business continuity. Where required, the Customer must maintain a suitable backup. Liability that cannot lawfully be excluded remains unaffected.

10.5. hype SWISS does not guarantee access to third-party services, including messaging, banking or government applications, videoconferencing, streaming, navigation, VPNs, transport platforms, professional software or SMS-based authentication, where unavailability arises exclusively from independent third-party policies, failures or local authorities.

11. Permitted use, unlimited Plans and fair-use policies

11.1. The Service must be used lawfully, in accordance with the laws of the countries concerned and the rights of third parties. Prohibited conduct includes fraud, spam, malicious traffic, hacking, interference with network security, unauthorised resale of connectivity and unlawful circumvention of technical restrictions.

11.2. Any speed cap, traffic management, fair-use threshold, policy applicable to so-called “unlimited” Plans or restriction on tethering must be disclosed with sufficient specificity in the Plan description before purchase. “Unlimited” does not necessarily mean constant speed or the complete absence of a fair-use policy; material restrictions may not be concealed.

11.3. In the event of established abuse, a serious risk to network security or a legal requirement, hype SWISS may take necessary and proportionate action, including temporary suspension, informing the Customer where possible and lawful.

11.4. In cases of fraudulent or malicious traffic, usage excessive under a previously disclosed policy, or conduct reasonably endangering network integrity, hype SWISS may, to the extent proportionate and lawful, block traffic, reduce speed or suspend access without compensation merely for inconvenience caused by a legitimate measure. Remedies for an erroneous or disproportionate suspension remain available.

11.5. **Plan-specific thresholds.** No universal full-speed allowance or single reduced-speed level applies to every unlimited Plan. Where applicable, quantitative thresholds, speeds after throttling, tethering restrictions and other material limitations must be specified in the relevant Plan description.

11.6. **Transparency.** The term “unlimited data” must not conceal material speed reductions or restrictions decisive to the Customer's purchase. A fair-use policy may neither defeat an expressly promised essential feature nor be applied retroactively in an unlawful manner.

12. Coverage, quality and availability

12.1. Coverage depends on the country, location, visited operator, terrain, device, network congestion, local technologies and factors beyond hype SWISS's direct control. Inclusion of a country in a Plan's coverage does not mean that a signal will be available at every point in that country.

12.2. Speeds, latency and access to 4G/5G are not guaranteed unless specifically committed to in the Plan description. Maintenance, incidents, local restrictions, power outages or changes to agreements between operators may affect availability.

12.3. hype SWISS endeavours to provide the Service with reasonable care and to coordinate interventions with the current or future provider and relevant Host Operators. If a defect attributable to the Service substantially prevents its use, the remedies in Article 16 remain available.

12.4. Unless an express technical commitment is accepted, mobile network service quality varies: hype SWISS **does not guarantee indoor or underground coverage, connectivity at sea or in flight, minimum speed, maximum latency, freedom from congestion, seamless cross-border continuity, choice of a particular operator or availability of a specified mobile technology**.

12.5. Connectivity may be affected by Host Operator maintenance or failure, power shortages, overcrowding, weather, physical obstacles, terrain, spectrum restrictions, frequency or technology shutdowns, local internet filtering, cybersecurity incidents, government decisions or changes to roaming agreements. The occurrence of such events does not by itself establish fault by hype SWISS or automatically release it from its obligations.

12.6. If the Service is substantially unavailable in a contractually covered area due to a breach legally attributable to hype SWISS, the remedies under Article 16 and valid limitations under Article 22 apply, without prejudice to mandatory rights.

13. International use and local rules

13.1. The Customer agrees to comply with the laws applicable in the countries of use, including those concerning subscriber identification, radio equipment, internet access, prohibited services, economic sanctions, cybersecurity and telecommunications restrictions.

13.2. Access to certain networks, countries or services may be restricted or interrupted by legal obligations, government decisions, sanctions or security circumstances. hype SWISS will inform the Customer of material changes known to it insofar as reasonably possible and provide appropriate contractual or statutory remedies where applicable.

13.3. European “roam like at home” rules do not automatically apply to a WORLD TRAVELLERS DATA Plan. Only the coverage and pricing expressly advertised for the purchased Plan apply, subject to mandatory law.

13.4. hype SWISS makes no guarantee that laws, licences, permits, networks, roaming arrangements or technical capabilities in a foreign country will remain unchanged. Where local restrictions, sanctions or official orders lawfully prevent the Service, contractual consequences are governed by the rules on impossibility, force majeure and applicable mandatory rights.

13.5. The Customer remains responsible for the legality of local use of their device and data, and for any entry, identification or registration procedures required at the destination. hype SWISS does not guarantee acceptance of the eSIM by all authorities or a signal in every part of an advertised country.

14. Prices, taxes and payments

14.1. The total price payable, currency, applicable taxes and any mandatory fees are displayed before the order is confirmed. The confirmed amount is the contractual price of the Plan. No additional paid service or renewal may be added without the Customer's valid consent.

14.2. Payments may be processed by secure third-party payment providers. Their own terms may govern payment instruments; fees charged independently by the Customer's bank or card issuer, particularly currency-conversion charges, remain payable by the Customer insofar as lawful.

14.3. The Service is ordinarily prepaid. Unless the Customer expressly purchases a top-up or another Plan, hype SWISS does not automatically charge for data beyond the purchased allowance. Charges for another mobile line are governed by the Customer's contract with their usual operator.

14.4. An unjustified charge, duplicate payment or definitive failure to supply a paid-for Plan entitles the Customer to an appropriate correction or refund.

14.5. Card, conversion, exchange or payment charges imposed by the bank, card issuer, payment provider or a mobile operator separate from the Service are not a debt of hype SWISS, unless resulting from its unlawful conduct or an express commitment to bear them. A recognised billing error will be corrected.

14.6. Payment disputes must be raised in good faith and supported by relevant information. hype SWISS may suspend fulfilment where payment is outstanding or fraud risk is objectively substantiated. No automatic chargeback fee or penalty shall be imposed without a lawful contractual basis and recoverable actual costs.

15. Cancellation, withdrawal rights and refunds

15.1. **For contracts governed solely by Swiss law, ordering online does not in itself give rise to a general statutory 14-day right of withdrawal.** hype SWISS nevertheless provides the commercial option described below for unactivated eSIMs.

15.2. The Customer may request cancellation and a refund **within 14 calendar days of purchase**, provided that the eSIM has not been activated, no data have been consumed and the Service has not expired. The request must be sent to hype@hype.swiss with the order number and details enabling verification of its technical status. hype SWISS reviews the request against objective criteria, including activation status and usage logs; a commercial refund is not automatic where objectively disqualifying circumstances exist. Reasons for any refusal will be provided upon request.

15.3. An **activated or used** eSIM is generally not refundable for a mere change of mind, an avoidable destination error, a duplicate purchase attributable to the Customer or an obvious incompatibility that was clearly disclosed before purchase. This restriction never overrides mandatory Customer rights or defects in performance legally attributable to hype SWISS, the current or future provider or Host Operators.

15.4. **Consumers benefiting from mandatory foreign rights:** where a statutory right of withdrawal applies, particularly under the law of an EU/EEA state or the United Kingdom, and the conditions for its application are met, it prevails over these commercial restrictions. Where the law permits an exception for

immediate performance of a service or delivery of digital content, hype SWISS obtains any required prior express consent, appropriate acknowledgement of the consequences for withdrawal and confirmation on a durable medium. General acceptance of these Terms does not replace those formalities.

15.5. Accepted refunds are made within a reasonable period and any mandatory statutory deadline, normally to the original payment method unless otherwise agreed or technically impossible for justified reasons. A store credit cannot be imposed in place of a refund legally due.

15.6. Subject to overriding statutory rights, no discretionary commercial refund is due for a validly supplied but unused Plan, a cancelled travel booking, disruption exclusively caused by the Customer's device or primary operator, or expired, transferred or partly consumed data. Articles 15.2, 15.4 and 16 remain applicable.

15.7. Unless expressly agreed in writing or required by mandatory law, commercial refunds exclude incidental amounts paid to third parties, including device costs, accommodation, tickets, transport, banking fees, IT assistance and other operators. Statutory refunds and non-excludable damages remain unaffected.

15.8. **Installation versus activation.** For commercial refund eligibility, installation alone does not necessarily amount to activation. Where the Plan distinguishes between them, hype SWISS takes the actual technical trigger into account. If installation itself activates the Plan, that feature must have been clearly disclosed before purchase.

15.9. **Verification and administration by hype SWISS.** Reliance on the current or future provider to verify the Plan's technical status does not change the identity of the Customer's contracting party. hype SWISS reviews and determines requests and makes the refunds for which it is legally or contractually responsible.

15.10. **Early performance and foreign rights.** Electronic delivery, installation or general acceptance of these Terms does not automatically extinguish any mandatory withdrawal right. Where the law requires an express request, separate consent or confirmation on a durable medium, those steps must be completed before the legal consequences of early performance can be invoked.

16. Service defects and corrective remedies

16.1. If the Service cannot be delivered, activated or substantially used within the contractually advertised coverage area for a reason attributable to hype SWISS or its supply chain, the Customer should contact support and reasonably cooperate with diagnosis, providing device details, country, dates and relevant screenshots, but no password.

16.2. Depending on the problem and applicable rights, hype SWISS may offer rectification, technically feasible reissuance, an equivalent Plan accepted by the Customer, an extension, a proportionate price credit or a full or partial refund. The Customer retains all mandatory rights, particularly in cases of non-performance or non-conformity.

16.3. The Customer is not required to accept a materially different or inferior Plan in place of the purchased Plan. A failure of coverage in an area expressly advertised as covered cannot be dismissed merely by invoking a general disclaimer without examining the circumstances.

16.4. Once an incident is reported, hype SWISS may, where legally permissible and appropriate, prioritise restoration of access, reprovisioning of a profile, an equivalent Plan, an extension or a proportionate refund rather than automatic compensation unrelated to the actual loss. No corrective measure may require the Customer to waive mandatory rights.

16.5. The Customer shall reasonably assist diagnosis by providing information such as device model, software version, country, network, relevant screenshots and timestamps, without being required to disclose passwords, unnecessary sensitive data or disproportionate access to the device. Failure to cooperate may make establishing the cause more difficult but does not automatically reverse statutory rules of evidence.

17. Suspension and termination of the Service

17.1. The Service normally ends when its data allowance is exhausted, its validity expires or it is terminated under the contract or law.

17.2. hype SWISS may suspend the Service insofar as necessary to prevent fraud, hazardous use, cyberattacks, a serious breach of these Terms or to comply with a legal obligation. It shall favour proportionate measures and communicate the reasons where permitted by law and security considerations.

17.3. Closing a hype SWISS account or removing an eSIM from a device does not automatically entitle the Customer to a refund of a Plan already supplied. Contractual consequences depend on the status of the Service, the Plan terms and the Customer's mandatory rights.

17.4. If blocking or suspension is lawfully justified by misuse or a risk attributable to the Customer, no compensation is due merely for temporary inability to use the Service during that measure, subject to any fault by hype SWISS or mandatory Customer rights.

18. Customer obligations and security

18.1. The Customer shall provide accurate information, maintain access to the email address used for ordering and protect credentials, installation codes and devices. Unauthorised use or loss of access should be reported promptly.

18.2. The Customer shall appropriately back up data, adapt automatic updates and synchronisation to the purchased allowance, and check travel requirements. Subject to mandatory law, hype SWISS is not liable for avoidable losses exclusively caused by incorrect configuration or use manifestly contrary to the instructions.

18.3. No technical or pricing arrangement can guarantee the absence of charges from another operator where multiple lines or SIM cards remain active in a device.

18.4. The Customer shall take reasonable steps to mitigate foreseeable losses: maintaining backups, checking the active Plan, pausing large downloads, arranging alternative connectivity where the journey requires it and contacting support promptly. Any contributory fault is assessed under applicable law and does not automatically reduce mandatory remedies.

18.5. The Customer is responsible to the extent provided by law for activity conducted using their codes or devices where arising from disclosure or negligence attributable to them. They are not automatically liable for fraudulent use caused by a security breach attributable to hype SWISS.

19. Personal data and international transfers

19.1. hype SWISS processes data necessary for ordering, payment, fraud prevention, delivery, support, compliance with legal obligations and complaints management, in accordance with Swiss data-protection legislation and, where applicable, foreign frameworks including the General Data Protection Regulation (GDPR).

19.2. Depending on the Plan and location of use, certain data may be shared with the current or future provider, local operators or payment providers and processed **outside Switzerland**, including in countries with different levels of protection. hype SWISS explains in its privacy policy the categories of recipients, the countries or groups of countries concerned, processing purposes, retention periods and transfer safeguards required by law.

19.3. Technical data processed may include eSIM identifiers (such as ICCID), network authentication information, activation status, data volumes used, technical logs, billing information and, depending on the operators and applicable law, strictly necessary location or traffic data.

19.4. Personal data are used for marketing only in accordance with applicable legal bases and the Customer's choices. Opening an account or purchasing a Plan does not amount to implied consent to marketing communications where express consent is required by law.

19.5. The Customer may exercise data-protection rights by writing to hype@hype.swiss. The Privacy Policy published on www.hype.swiss describes relevant rights, transfers, recipients and avenues for redress.

19.6. Nothing in these Terms constitutes a waiver of data-protection rights or a release of hype SWISS from liability for unlawful data processing or transfers. Duties to supervise processors and implement appropriate cross-border safeguards remain with the entities legally responsible.

20. Confidentiality of communications and regulatory obligations

20.1. hype SWISS, the current or future provider and relevant Host Operators comply, to the extent applicable to them, with duties concerning telecommunications secrecy, network security, traffic data and lawful requests from competent authorities.

20.2. Certain data may be retained or disclosed where required by law; the applicable arrangements and retention periods depend in particular on the relevant operators' roles and the laws concerned. No disclosure beyond the applicable legal grounds and legitimate purposes is authorised by these Terms.

21. Intellectual property and technical restrictions

21.1. Trademarks, website content, platforms, software, profiles and provisioning tools remain the property of hype SWISS or their respective owners. Purchasing a Plan gives the Customer a limited right to use the Service in accordance with its specifications, not ownership of any technical systems.

21.2. Except where mandatory law permits otherwise, unauthorised duplication or commercialisation of eSIM profiles, circumvention of security measures, abusive extraction of technical information and unlawful reverse engineering are prohibited.

22. Liability and statutory limitations

22.1. **General principle and mandatory exceptions.** To the fullest extent permitted by applicable law, hype SWISS limits its liability to direct, proven damage legally attributable to a breach of its contractual obligations. Nothing excludes or limits liability for wilful misconduct, gross negligence, death or personal injury where prohibited by law, or any other liability that cannot lawfully be excluded. Articles 100 and 101 of the Swiss Code of Obligations, Article 8 of the Swiss Unfair Competition Act, mandatory telecommunications rules and mandatory foreign consumer protections are expressly preserved.

22.2. **No absolute service guarantee.** Unless expressly agreed individually, hype SWISS does not warrant uninterrupted, defect-free or round-the-clock Service, access to every network, suitability for every device or particular location beyond the agreed coverage, or any specified speed, latency, stability or quality. This does not relieve hype SWISS of its obligation to supply the Plan as contractually described.

22.3. **Foreign networks and third-party services.** To the extent permitted by law, hype SWISS is not liable for consequences of acts or omissions by a Host Operator, third-party service or foreign authority that are not legally attributable to hype SWISS, including network failures, outages, congestion, filtering, speed restrictions, roaming limitations, blocked applications or regulatory decisions. Third-party involvement does not, in itself, extinguish hype SWISS's statutory duties.

22.4. **Exclusion of consequential loss.** To the extent lawful, indirect, consequential, special or not reasonably foreseeable losses are excluded, including loss of profit, turnover, customers, opportunities or goodwill, business interruption, loss of chance, staff downtime, lost anticipated savings and third-party claims that do not constitute recoverable direct loss under applicable law.

22.5. **Travel and reservations.** To the same lawful extent, hype SWISS does not bear flight, train, taxi, hotel, excursion, itinerary-change or visa expenses, booking penalties, missed connections, missed appointments or other travel-related costs where the losses are indirect or do not arise from fault legally attributable to hype SWISS. The Service is not travel insurance or a transport guarantee.

22.6. **Data, applications and cybersecurity.** In the absence of fault legally attributable to hype SWISS, it is not responsible for loss or corruption of files, data or content stored on a device, failure of third-party applications, viruses originating from visited websites, hacking of external accounts, VPN restrictions, banking-service blocks or consequences of insecure Wi-Fi networks or devices. hype SWISS's own statutory security and data-protection duties are not excluded.

22.7. **Devices and configuration.** Incorrect line selection, inadvertent use of a primary SIM, incorrect disabling of roaming, deletion of an eSIM or configuration of an incompatible device are not attributable to hype SWISS where exclusively caused by the Customer and the relevant information was properly supplied. Charges or penalties imposed by the Customer's usual operator are not borne by hype SWISS in such circumstances.

22.8. **No guarantee for critical use.** The Customer acknowledges that the Service is not a stand-alone solution for emergency calls, medical applications, safety systems, emergency location services or operations requiring guaranteed availability. Use contrary to this warning does not render hype SWISS liable for risks arising exclusively from that use, subject to mandatory duties.

22.9. **Non-use and expiry.** Failure to use a Plan, an unused data allowance, a postponed trip or expiry in accordance with the contractual rules do not, of themselves, constitute compensable damage or a Service defect. Statutory rights in cases of non-supply or non-conformity remain unaffected.

22.10. **Contractual cap for slight negligence — Business Customers.** Where the Customer acts for professional purposes, hype SWISS's aggregate financial liability for slight negligence, across all contractual causes of action and all claims relating to the same Plan, is limited, insofar as legally permitted, to the **price actually paid to hype SWISS for that Plan**. The exclusions under Articles 22.4 to 22.9 apply to the same lawful extent. This cap does not apply to liabilities that cannot lawfully be limited or to an incompatible specific written commitment.

22.11. **Limitations for slight negligence — Consumers.** In relation to Consumers, hype SWISS may rely on exclusions of indirect loss and limitations for slight negligence **only insofar as consistent with good faith, contractual fairness and applicable mandatory laws**. The Plan price may provide a reference for a negotiated contractual remedy, **but no automatic cap may be enforced against a Consumer where it would impair mandatory rights**. Statutory remedies relating to supply, conformity, price reduction, termination and refunds remain available.

22.12. **Persons engaged in performance and subcontractors.** Insofar as Article 101 of the Swiss Code of Obligations and other mandatory rules permit, hype SWISS's liability for acts or omissions of persons engaged to perform its obligations, including the current or future provider, is excluded or limited to the same lawful extent as for its own slight negligence. This provision does not apply where exclusion is prohibited, does not extend to hype SWISS's own fault, and does not remove mandatory remedies relating to the promised Service.

22.13. **No insurance or economic-outcome undertaking.** hype SWISS does not guarantee any financial, professional, tourism-related, business or logistical outcome from use of the Service. It supplies neither insurance, a business-continuity guarantee, medical assistance nor emergency rescue services.

22.14. **Reasonable mitigation.** To the extent required by law, the Customer must take reasonable steps to mitigate avoidable consequences of an incident, including using alternative connectivity where feasible and proportionate. Statutory rules on loss, causation, evidence and contributory negligence apply; mandatory burdens of proof are not contractually reversed.

22.15. **Defects and remedies in the first instance.** Where an incident is attributable to hype SWISS, the Customer is encouraged first to request the reasonable remedies set out in Article 16. This does not make those steps a condition of immediately exercisable mandatory remedies or of remedies where correction is impossible or unsuitable.

22.16. **No limitation of administrative obligations or third-party rights.** These provisions cannot exclude mandatory duties owed by hype SWISS to authorities, individuals whose personal data are concerned or third parties with rights of their own. They regulate only the Customer's contractual relationship to the extent permitted.

22.17. **Restrictive interpretation and severability.** Every disclaimer applies only to the maximum extent legally effective. If any exclusion or cap is incompatible with the law governing the circumstances, it is disregarded to that extent without invalidating other lawful and independent limitations. This provision does not authorise the rewriting of an unfair term to the Consumer's detriment.

23. Force majeure and events beyond the parties' control

23.1. Neither party is responsible for delay or non-performance insofar as caused by an external, unforeseeable or irresistible event reasonably beyond its control that actually prevents performance despite appropriate care. Depending on the circumstances, such events may include natural disasters, armed conflict, terrorist acts, official orders, embargos, widespread public-infrastructure failures, external large-scale cyber incidents or exceptional outages of international cables.

23.2. **An ordinary failure of the current or future provider, simple organisational shortcomings or financial difficulties do not automatically constitute force majeure.** hype SWISS shall take reasonable mitigation measures where possible and notify the Customer of a material impediment where feasible.

23.3. Obligations genuinely prevented may be suspended for the duration of the impediment insofar as applicable law allows. If performance becomes permanently impossible or an essential service is not supplied, price adjustments, refunds and termination rights are governed by applicable mandatory rules. Force majeure does not automatically deprive the Customer of amounts legally due by way of restitution.

24. Support, complaints and mediation

24.1. For any question concerning an order, activation, coverage, billing or refund, the Customer may contact hype SWISS at **hype@hype.swiss**, quoting the order number and describing the issue. Support may request technical information strictly necessary to analyse the problem.

24.2. Requests will be answered and handled within a reasonable time, taking into account the issue's nature and any dependence on a third-party operator.

24.3. Where a dispute falls within Swiss telecommunications mediation rules, the Customer may, after attempting resolution directly with hype SWISS, refer the matter to **ombudscom** (www.ombudscom.ch), subject to that body's requirements. Rights to apply to competent authorities or courts remain reserved.

24.4. Unless expressly offered, support does not include on-site intervention, device repair, configuration of third-party services, data recovery or reimbursement for assistance procured independently from third parties.

24.5. The Customer should report incidents on discovery and provide relevant information to a reasonable extent. No contractual complaint deadline shortens mandatory limitation or warranty periods. However, culpable delay may be taken into account under applicable law where it directly aggravates an avoidable loss.

25. Changes to the Terms and available offers

25.1. hype SWISS may amend these Terms prospectively, including for technical, legal, security or partnership-related reasons. The applicable text, version and date are published on its official website.

25.2. **A later amendment does not retrospectively reduce rights attached to a Plan already purchased**, except by valid agreement, legal requirement or objectively unavoidable external circumstances accompanied by remedies required under applicable law.

25.3. Material changes affecting an ongoing service are communicated in an appropriate manner and timeframe. Where required by law, the Customer retains the corresponding rights of termination, refund or other relief.

25.4. hype SWISS may withdraw or replace offers **for future purchases** at any time, subject to advertising and regulatory requirements. Changing the platform, Host Operator or current or future provider does not require separate consent if the essential specifications of a previously purchased Plan remain fulfilled and applicable law permits the change.

26. Governing law and jurisdiction

26.1. These Terms and contracts concluded with hype SWISS are generally governed by **substantive Swiss law**, excluding its conflict-of-laws rules to the extent lawfully permitted.

26.2. **Mandatory consumer protections and protective rules on jurisdiction** under applicable laws, including those of a Consumer's country of habitual residence where the statutory conditions are met, remain fully reserved. The choice of Swiss law does not deprive a Consumer of mandatory rights afforded by applicable private international law.

26.3. For disputes between business parties, and subject to mandatory law, the ordinary courts of the Canton of Geneva have jurisdiction. For Consumers, mandatory statutory jurisdictions continue to apply in full. These Terms impose no obligation to arbitrate in London or anywhere else.

27. Languages, validity and severability

27.1. For contracts concluded in Switzerland, the French version is the reference contractual version to the extent permitted by applicable law. Where the Service is marketed in another country, the Customer will receive any information and translations required by mandatory law. Translations cannot reduce statutory rights.

27.2. Invalidity or unenforceability of one provision does not affect the others to the extent the contract can lawfully remain in force. An invalid provision is not automatically replaced with a term less favourable to the Customer.

27.3. A failure by hype SWISS immediately to enforce a right or provision does not constitute a permanent waiver.

28. Customer indemnity and claims — strictly limited grounds

28.1. The Customer is liable, in accordance with applicable rules on causation and evidence, for loss directly caused to hype SWISS by an unlawful, intentional or negligent act attributable to the Customer, including fraud, prohibited resale, network attacks, culpable disclosure of access codes or use manifestly in breach of applicable laws.

28.2. **Business Customers only:** insofar as lawfully permitted, the Customer shall indemnify hype SWISS against substantiated third-party claims directly arising from unlawful or unauthorised use of the Service by the Customer or its users, including necessary, reasonable and documented defence costs, provided that hype SWISS gives reasonably prompt notice and allows appropriate participation in the defence. No indemnity is due to the extent the loss results from hype SWISS's own fault.

28.3. For Consumers, no general guarantee covering every third-party claim or all legal fees is imposed; only liability legally established against the Consumer may be pursued. Any indemnity must be proven, causally connected, proportionate and legally recoverable.

28.4. Indemnification cannot cover loss arising from hype SWISS's own fault or operate as a disproportionate automatic penalty. The Customer's rights and defences remain unaffected.

29. Evidence, electronic communications and enforceability

29.1. Order confirmations, contractual descriptions, invoices, support communications and technical histories may be retained electronically and used as evidence under applicable law. Internal records are not conclusive; the Customer may challenge them by any admissible means.

29.2. The Customer shall maintain a functioning email address and may receive confirmations and operational information through that channel. Failure to read a properly sent message does not automatically extinguish statutory rights or mandatory information duties of hype SWISS.

29.3. Statutory obligations relating to records, information on a durable medium, notices and consent will be complied with where required, including in countries where the Service is marketed to Consumers.

30. Company details and publication

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END OF THE WORLD TRAVELLERS DATA GENERAL TERMS AND CONDITIONS OF SALE AND USE