

## GENERAL TERMS AND CONDITIONS - - [Holiday.com](https://www.holiday.com) eSIM Roaming

**Effective date:**

### 1. VALIDITY OF GENERAL TERMS AND CONDITIONS

The following Terms and Conditions shall apply to all services performed by Telna Inc. a company registered in the Province of Ontario, having a place of business at 20 Bay Street, 11<sup>th</sup> floor, Toronto, Ontario, Canada M5J 2N8 ("Telna"), offered through its agent Express Technologies Ltd under the brand Holiday.com ("Holiday.com") in connection with prepaid eSIM selling. This section defines various categories of individuals and entities who interact with Telna's pre-paid eSIM services for Holiday.com ("Telna Services" or "Services"). Understanding these roles is crucial for interpreting the rights, obligations, and conditions described in these Terms and Conditions (T&C).

**End Users:** Individuals who use and interact directly with the Services for their personal use.

The term "Customer", as used throughout this document, will refer to any individual or entity engaging with Telna's Services, including End Users. This broad definition ensures that our T&C encompasses all interactions with our services, providing a clear and comprehensive understanding of the rights and responsibilities of all parties involved.

### 2. DESCRIPTION OF SERVICES

#### 2.1. eSIM SERVICES

The mobile services to you will be provided by us..

Express Technologies Ltd aka Holiday.com is our agent to facilitate Telna's provision of eSIM technology services.

#### 2.2. REGISTRATION FOR ESIM SERVICES

All Customers must accept these General Terms and Conditions to utilize Telna Services. During the registration process, the following information must be provided:

- For End Users: Personal information such as First Name, Last Name, and Email address is required for direct interactions and transactions on the Website or App.

To adapt to evolving service requirements and enhance user experience, Telna reserves the right to collect additional information from all categories of customers as deemed necessary. This collection of additional information will be conducted in a manner that respects privacy and complies with data protection laws, without necessitating further changes to these Terms and Conditions. Customers will be informed accordingly about the collection of any such additional information through our standard communication channels.

#### 2.3. TELNA ENGAGEMENTS

Telna shall use reasonable endeavors to provide Customer quality and uninterrupted service. However, Telna does not guarantee that the service will not be interrupted, provided on time, and be safe or fault-free.

## **2.4. CUSTOMER ENGAGEMENTS**

In using the Telna Services provided by Telna, the Customer must not engage in any action: that is abusive, illegal, or fraudulent; that causes the Telna's cellular mobile network to be impaired or damaged. When the Customer breaches its obligations under Sec. 2.4, Telna and/or Holiday.com may suspend the Customer's use of the Telna Service. During any period of suspension, the Customer shall continue to pay all Charges due under this Agreement in respect of the suspended Services.

## **2.5. DEVICE COMPATIBILITY**

The Customer is responsible for ensuring that their device is eSIM compatible and network unlocked. Device compatibility may depend on the carrier and country of origin; the Customer must check the list of eSIM-compatible devices. The eSIM compatibility list is not exhaustive, meaning newly announced eSIM-compatible devices may still need to be added.

## **3. START, DURATION, AND TERMINATION OF THE CONTRACT**

The service contract between Telna and the Customer begins upon completing the order on the Website or via the App.

The Activation of the eSIM and acknowledgment of the Activation Policy is the Customer's responsibility.

The contract will be terminated for End Users if they do not have an active data package or have deleted the eSIM from the target device.

## **4. CHARGES AND PAYMENT**

### **4.2. CHARGES FOR USE**

4.2.1. All Charges are inclusive of tax unless otherwise specified.

4.2.2. The Customer shall not be entitled to offset any of its claims against Holiday.com and/or Telna, except where the Customer's claims are undisputed or have been confirmed by final court judgment.

## **5. DELIVERY**

End Users will see the purchased eSIM under the "My eSIMs" tab on the Website and/or the App. The Customer will receive a confirmation email after the purchase. All the information for installing the eSIM will be available only on the Website, the App or on the user's confirmation email.

Recognizing the diverse needs of our Customers, Telna delivers its products and services through various methods, depending on the chosen integration and the specific products and services utilized.

## **6. REFUND / CANCELLATION / MODIFICATION POLICY**

The Customer has the right to ask for a refund or eSIM replacement if the eSIM cannot be installed and used due to a technical problem from Telna and/or Holiday.com.

### **6.2. Modification**

The eSIM data packages from Telna are offered as-is, and no further modifications or customization can be made based on individual requests once purchased.

## **7. LIABILITY AND WARRANTY**

Telna and Holiday.com are not responsible for detriments arising due to the proposed service not being constantly available. Telna and Holiday.com provide no guarantee of constant availability of the network service.

## **8. eSIM RECYCLING PROCESS AND ACTIVATION**

Telna implements an eSIM recycling process to ensure optimal service delivery. Upon eSIM purchase, customers are required to activate the eSIM within a specified time frame, as indicated in the activation guidelines provided during the purchase process. It is the user's responsibility to activate the purchased eSIM within the designated time frame. Failing to activate the eSIM within this period may lead to its expiration, rendering the eSIM unusable.

Once expired, the eSIM cannot be reactivated, and the user will need to initiate a new purchase if they wish to obtain a functioning eSIM. Users are advised to review and adhere to the provided activation guidelines to ensure a seamless eSIM activation process.

## **9. PRICES AND PROMOTIONS**

Prices refer to the cost at which Telna and/or Holiday.com offers eSIM packages and associated services to Customers. Telna and/or Holiday.com may offer promotional prices for its eSIM packages for a limited time. These promotions are subject to specific terms and conditions. The duration of the promotion, eligibility criteria, and any associated conditions will be clearly communicated during the promotional period. After the promotion concludes, regular prices will apply unless otherwise stated. Telna and/or Holiday.com reserves the right to modify or terminate any promotional prices, including the associated terms and conditions, at its sole discretion, without prior notice. Users seeking additional information or clarification about promotional prices can contact Holiday.com's support team at [support@holiday.com](mailto:support@holiday.com).

- Prices are subject to change without prior notice. Telna and/or Holiday.com continuously review their pricing strategy to align with market dynamics, ensuring that we provide quality services at competitive rates.
- Telna and/or Holiday.com reserve the right to adjust prices based on various factors, including but not limited to market conditions, exchange rates, and operational costs. Such adjustments are made to ensure the sustainability of the services offered and to reflect the cost of delivering high-quality connectivity solutions to our users.
- Telna and/or Holiday.com commit to making every effort to inform Customers of any significant changes to pricing in a timely manner, allowing users to make informed decisions regarding their purchases. However, due to the dynamic nature of the factors influencing pricing, immediate notification may not always be possible.

Prices listed on our website are specifically applicable to End Users. We encourage End Users to frequently visit our website for the most current information on prices and promotions.

Our pricing and promotional strategies are crafted to deliver maximum value to our users, ensuring the sustainability and quality of the services we provide.

## **10. MISCELLANEOUS**

The original English version of these Terms may have been translated into other languages. The translated version of these Terms is a courtesy and office translation only, and the Customers cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these Terms or in the event of a conflict, ambiguity, inconsistency, or discrepancy between the English version and any other language version of these Terms, the English language version shall apply and prevail and be conclusive and binding. The English version shall be used in legal proceedings. If any provision of these Terms is or becomes invalid, unenforceable, or non-binding, you shall remain bound by all other provisions hereof. In such an event, such an invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and each party will at least agree to accept a similar effect as the invalid, unenforceable, or non-binding provision, given the contents and purpose of these Terms.