

## **Public Offer**

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### **Parties and Subject of the Agreement**

1. This public offer constitutes an offer by NUMTOO OÜ (hereinafter referred to as the COMPANY) to enter into an agreement under the terms set forth herein with any individual who fully and unconditionally accepts these conditions (hereinafter referred to as the CLIENT).
2. The COMPANY is a distributor of the firm OÜ TOP Connect (hereinafter referred to as the PROVIDER), which provides mobile (cellular) radio communication services in the GSM standard in accordance with licenses issued by the Estonian Technical Surveillance Authority, through roaming services with other communication providers/operators using the PROVIDER's eSIM card.
3. The COMPANY is not a telecommunications operator; all communication services are provided by telecommunications operators in each country where they are rendered.
4. The distributor holds an official, limited, non-exclusive, non-transferable right to actively distribute the products and/or services of the PROVIDER; it is an independent contractor and not an employee, agent, joint venture, or partner of the PROVIDER. The COMPANY is not authorized to assume any obligations or make any statements on behalf of the PROVIDER, except as specified in this document. The COMPANY acts as an intermediary between the CLIENT and the PROVIDER. The COMPANY does not initiate data transmission, does not select the recipient, and does not choose or modify information during transmission.
5. The products and/or services of the PROVIDER, as well as the terms under which they are distributed by the COMPANY, are set out in the "Full Tariff Conditions", which constitute an annex to this public offer. The CLIENT's acceptance of this public offer also signifies their acceptance of the "Full Tariff Conditions".
6. The COMPANY is responsible for collecting payments from its CLIENTS for the products and/or services provided by the PROVIDER.

### **Procedure for Entering into the Agreement**

7. The agreement with the CLIENT is concluded through the CLIENT's full and unconditional acceptance of the terms set forth in this public offer, which is confirmed by the CLIENT placing an order on the COMPANY's official website (<https://popcorn.tel>) and paying for it.

8. When entering into the agreement, the CLIENT must undergo an identification procedure (verification of the identity of the individual). Identity verification is carried out by presenting an identity document. The CLIENT also provides an email address and residential address in the format specified on the COMPANY's official website. The COMPANY may conduct a video call to the CLIENT's phone number to verify the accuracy of the personal information provided by the CLIENT. Depending on the type of services provided, the CLIENT may be required to submit additional documents, information, or comply with other requirements stipulated by applicable law.

9. The use of the PROVIDER's products and/or services is permitted only after the CLIENT completes the identification procedure.

10. The CLIENT is obliged to immediately notify the COMPANY of any changes to the data previously provided.

11. The CLIENT confirms and agrees that the information provided to the COMPANY, as well as any subsequent changes, must be complete, accurate, and truthful. The CLIENT must notify the COMPANY of any changes to such information.

12. The "Rules for Using the Official Website" of the COMPANY form an integral part of this public offer. The CLIENT's acceptance of this public offer also signifies their acceptance of the "Rules for Using the Official Website" of the COMPANY.

## **Payments**

13. The tariffs and costs of the products and/or services (hereinafter referred to as the Tariff Plan) are specified in the "Full Tariff Conditions", which constitute an annex to this public offer.

14. The Tariff Plan operates on a prepaid basis. Payment for the products and/or services must be made using the payment methods available on the COMPANY's official website. The moment of payment by the CLIENT is considered the moment the corresponding amount is credited to the COMPANY's account.

15. Payments are processed through payment service providers/payment agents, which apply their own terms and fees.

16. If the CLIENT's eSIM card is used without their knowledge or authorization, the CLIENT must immediately report this to the COMPANY. The CLIENT is responsible for all expenses related to the use of their eSIM card until the CLIENT notifies the COMPANY of unauthorized use.

## **Changes**

17. The COMPANY/PROVIDER may, at its sole discretion and with written notice, modify or change at any time the service tariffs, the list of roaming partner networks, the list of prohibited countries, terms, and general policies.

18. The COMPANY may from time to time amend or supplement the terms of this public offer (including its annexes) without any additional notice to the CLIENT. The new version of the public offer comes into force upon its publication on the COMPANY's official website. In such a case, the CLIENT has the right to terminate the agreement with the COMPANY by sending a corresponding notice to the COMPANY within 30 calendar days from the publication of the new terms on the COMPANY's official website. The agreement is considered terminated upon receipt of such notice by the COMPANY. Failure by the CLIENT to send a termination notice within the specified period signifies the CLIENT's acceptance of such changes/additions. THE CLIENT'S CONTINUED USE OF THE PROVIDER'S PRODUCTS AND/OR SERVICES (including the purchase and activation of eSIM cards) AND PAYMENT FOR THEM AFTER ANY SUCH CHANGES OR ADDITIONS CONSTITUTES THE CLIENT'S ACCEPTANCE OF THESE CHANGES.

## **Suspension and Termination of Products and/or Services**

19. The COMPANY/PROVIDER may refuse to provide the PROVIDER's products and/or services to the CLIENT or suspend their provision if the CLIENT violates the identification procedure or fails to report changes to their data.

20. The COMPANY/PROVIDER may suspend or terminate the provision of products and/or services in case of insufficient funds deposited by the CLIENT for payment.

21. The COMPANY/PROVIDER may block any transaction, terminate the agreement, or suspend its execution if the CLIENT is suspected of fraud, other unlawful or unauthorized actions, or to comply with applicable anti-money laundering (AML), counter-terrorism financing (CTF), or other mandatory legal requirements.

22. In the absence of a resolution to any dispute, either party may terminate the agreement or suspend its execution by notifying the other party.

23. If the COMPANY reasonably believes that the CLIENT or any third party is abusing the products and/or services, any promotional programs of the COMPANY, or otherwise violating the terms of the agreement or applicable law, the COMPANY may immediately terminate the agreement or suspend its execution without notice and without compensation.

## **Limitations**

24. The COMPANY is not responsible for fraudulent charges resulting from the theft or fraudulent use of the CLIENT's payment methods (credit/debit/payment cards, etc.). The CLIENT agrees and acknowledges that they are fully responsible for the security of the device through which they receive the services and that the COMPANY/PROVIDER is not liable for unauthorized use of services through the CLIENT's device. The COMPANY/PROVIDER is not responsible for any damage or losses incurred by the CLIENT if a third party gains access to their account information or other personal data.

25. The services are provided "as is", and the COMPANY makes no warranties, express or implied, including but not limited to warranties of ownership, non-infringement, commercial value, technical compatibility, or fitness for a particular purpose regarding the products and/or services provided under this public offer. The COMPANY also does not warrant that the services will be uninterrupted, error-free, or meet the CLIENT's requirements. The COMPANY does not authorize anyone, including its employees, agents, providers, or representatives, to provide any warranty on its behalf. The CLIENT should not rely on any such warranty. The CLIENT explicitly acknowledges and agrees that since the services are provided in mobile (internet) networks beyond the COMPANY's control, the COMPANY is not responsible for any related disruptions. The COMPANY is not responsible for the content of transmitted messages. Neither the COMPANY nor the PROVIDER guarantees any level of service performance in any specific coverage area.

26. Under no circumstances shall the COMPANY be liable for losses arising from or related in any way to the CLIENT's inability or difficulty in accessing the services.

27. The COMPANY and the PROVIDER are not liable for any direct or indirect expenses, losses, or costs incurred due to service provision, delays in service restoration, errors, accidents, omissions, interruptions, or defects in transmission, or any other communication services.

28. The COMPANY, the PROVIDER, their employees, officers, shareholders, members, directors, or affiliates shall not be liable to each other or any other natural or legal person for any direct or indirect expenses, damages, or costs incurred in providing services under this public offer, whether caused by errors, omissions, accidents, regulatory, judicial, or other actions or inactions, unlawful acts, natural disasters, war, vandalism, civil unrest, epidemic-related restrictions, work stoppages, labor disputes, destruction of facilities, or the failure of any carrier or utility to provide proper transportation, transmission, or other services.

29. The COMPANY and the PROVIDER disclaim all warranties, express and implied, and make no representations regarding the quality, merchantability, completeness, or fitness for any purpose of any services provided under this public offer.

30. The total aggregate liability of the COMPANY/PROVIDER shall not exceed 15% (fifteen percent) of the total fees (excluding VAT) actually paid to the COMPANY/PROVIDER under this public offer in the 6 (six) months preceding the breach. This limitation of liability does not apply to damages caused by intentional misconduct.

### **Refund Policy**

31. The COMPANY's "Refund Policy" forms an integral part of this public offer. The CLIENT's acceptance of this public offer also signifies their acceptance of the COMPANY's "Refund Policy".

32. The Tariff Plan includes all operational and other expenses, fees, including the COMPANY's commission for distributing the PROVIDER's products and/or services, and does not include VAT for EU residents. When refunding the CLIENT in accordance with the "Refund Policy", the portion of the Tariff Plan or account balance constituting the COMPANY's commission is non-refundable.

### **The COMPANY's commission for each payment (CLIENT's order) includes:**

- The full cost of the eSIM profile – €3.00 (300 rubles if paid in Russian rubles);
- Fees withheld by payment service providers/payment agents:
  - o Stripe: 5.25% + €1 of the total payment amount;
  - o PayOp: 8% + €5 of the total payment amount;
  - o Betatransfer System: 13% + 600 rubles of the total payment amount;

- o Cardlink.link: 7% + 100 rubles of the total payment amount;
- o Cardlink.link (cryptocurrency payment): 5% + €5 of the total payment amount;
- o CryptoCloud (cryptocurrency payment): 5% + €5 of the total payment amount.
- Fees withheld by payment service providers/payment agents for refunds:
  - o Stripe: €1;
  - o Cardlink.link: 6% (minimum 100 rubles);
  - o Cardlink.link (cryptocurrency refund): \$5 (USDT) + network fee;
  - o CryptoCloud (cryptocurrency refund): \$5 (USDT) + network fee.

Following the decision of major banks and credit/debit card operators to suspend financial operations in Russia, refund requests are not accepted for payments:

1. Made before March 1, 2022;
2. Processed through PayOp or the Betatransfer System;
3. Made in rubles through Cardlink.link, if the refund amount is less than 1,050 rubles (equivalent in euros at the current exchange rate of payment systems);
4. Made in cryptocurrency through Cardlink.link, if the refund amount is less than \$10 (USDT);
5. For numbers with no activity related to fund withdrawals before June 1, 2024, or for numbers returned to rotation if the established balance storage period (365 days) has expired.

Funds credited to the CLIENT as part of marketing or promotional campaigns are non-refundable.

## **Privacy and Cookie Policy**

34. The COMPANY's "Privacy and Cookie Policy" forms an integral part of this public offer. The CLIENT's acceptance of this public offer also signifies their acceptance of the COMPANY's "Privacy and Cookie Policy".

## **Dispute Resolution**

35. The parties shall cooperate to promptly investigate any dispute regarding the accuracy of payment data, tariffs, or any amounts payable under this public offer.

36. Any disputes, disagreements, or claims arising from or related to this public offer, including its breach, termination, or validity, shall be resolved through negotiations.

37. If the parties cannot resolve a dispute related to the conclusion, execution, or termination of the agreement through negotiations, the dispute shall be settled in the Harju County Court in Tallinn (Estonia) as the court of first instance. The CLIENT agrees to the exclusive jurisdiction of this court. In any enforcement actions, including but not limited to the COMPANY's collection efforts, the CLIENT shall reimburse the COMPANY for reasonable attorney fees. The CLIENT confirms and agrees that this governing law clause applies regardless of their location or where they use or pay for the products and/or services.

### **Assignment**

38. The COMPANY may transfer its rights and obligations under this agreement, in whole or in part, to any person at any time without the CLIENT's consent. In case of such assignment, the COMPANY shall have no further obligations to the CLIENT regarding the transferred obligations.

### **Technical Support and Communication Procedure**

39. Any information, including notices, messages, offers, or other communications, must be sent to the COMPANY at the email address specified below, and to the CLIENT at the email address provided by the CLIENT on the COMPANY's official website when placing an order or updating their account details.

### **Governing Law**

40. This agreement shall be governed by and interpreted in accordance with the laws of the Republic of Estonia.

### **Company and Provider Details**

41. Information about the COMPANY and the PROVIDER:

- NUMTOO OÜ, registered and operating under the laws of Estonia, registration code 16039501, located at: Estonia, 74626, Pudisoo village, Kuusalu parish, Harju County, Männimäe 1. Email: info@popcorn.tel.
- TOP Connect OÜ, registered and operating under the laws of Estonia, registration code 10668897, located at: Estonia, 11415, Tallinn, Väike-Paala 1. Email: info@topconnect.com.