General terms and conditions for the use of prepaid services

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Section 1

Provisions specific to all types of prepaid services

1.1. Definitions Capitalized
terms shall have the meaning assigned to them below:

Activation: the date from which the Customer has access to the contracted Services.

Bonus: value granted to the Customer by Enigma-System according to the commercial offer, based on the prepaid Credit purchased by the Customer or the prepaid Services used by him. This amount is added to the Prepaid Credit.

SIM card: the physical medium which, inserted into an approved terminal/equipment, ensures authentication in the Enigma-System Network and the Customer's access to the prepaid Services after Activation and allows the correct identification and billing of the Customer in the Enigma-System Network. The SIM card, as well as all the information stored in electronic format on it, are and remain the property of Enigma-System, the Customer having the right to use it in order to provide electronic communication services.

eSIM card: Chipset integrated on the motherboard of the terminal from the manufacturing process, which behaves similarly to a physical SIM card, with the difference that the eSIM chipset stores authentication information following a remote programming process. All information stored in electronic format on the eSIM (chipset integrated on the terminal's motherboard) is and remains the property of Enigma-System, the Customer having the right to use the eSIM Card in order to provide electronic communication services.

Initial prepaid credit: prepaid credit obtained by the Customer upon activation of a SIM Card or eSIM Card, expressed in included benefits and valid for a certain period of time.

Prepaid Credit: the value within the limits of which the Customer can benefit from prepaid Services according to the chosen Tariff Plan and which includes but is not limited to the initial prepaid credit, as well as any other prepaid Credit obtained as a result of top-up or through other methods indicated by Enigma-System.

The customer: the holder of the SIM or eSIM card that has the identification data specific to the Enigma-System service provider registered in electronic format, a customer that has the status of a subscriber in accordance with the provisions of Art. 4 of GEO no. 111/2011.

The prepaid account: includes information related to the identification data of the Customer and the SIM or eSIM Card he uses, the prepaid Credit available and used by the Customer, as well as the active period of the services already purchased.

Disruption of Voice/Data Service: An interruption of Service caused by failure of at least 5 adjacent base stations.

Customer Fraud: any action or inaction of the Customer (i) which constitutes a breach or attempted breach of its contractual or legal obligations, with the intention of causing either Enigma-System or a third party, damage of any kind or obtains an improper benefit for himself or for another or (ii) which results in the production of such damage or the obtaining of such an advantage.

Information materials: printed materials providing information about the Prepaid Services published by Enigma-System and updated at certain time intervals, distributed together with the Prepaid SIM Card.

Objective Indicators: the parameters used by Enigma-System in order to detect an abusive or abnormal use of the Roaming Service at SIM or eSIM card level. They can consist of:

- The volume of Voice traffic or Data traffic carried out in the EEA greater than the volume of Voice traffic or Data traffic carried out on the territory of Romania or in other countries outside the EEA member states and
- The period of the Customer's presence in the EEA longer than the period of presence on the territory of Romania or other states outside the EEA; for the purpose of determining this Objective Indicator, the day on which the Client registers in the Enigma-System Network is considered the day of presence on the Romanian Territory; or
- Long period of inactivity of a SIM Card, or eSIM associated with the predominant use in EEA member states, or
- Purchase and subsequent use of multiple SIM or eSIM Cards by the same Customer for Roaming Services in EEA member states.

Minute in the Network: minute initiated within the Enigma-System Network and terminated to numbers belonging to the Enigma-System Network, including ported numbers in the Enigma-System Network.

National minute: minute that can be used to any fixed or mobile destination on the territory of Romania, i.e. minute initiated within the Enigma-System Network and terminated in the networks of other national fixed or mobile electronic communications operators.

International minute: minute initiated within the Enigma-System Network and which can be used for calls to other fixed or mobile destinations in the networks of other international electronic communications operators.

Enigma-System: the commercial company Enigma-System.net SRL, a legal entity under Romanian law, with headquarters in 62B Șoseaua Nordului, 014104 Bucharest, Romania, registered at the Trade Register under no. J2020010978407, Unique Registration Code 43001026, with Registration Code for VAT purposes RO 43001026, subscribed and paid-up capital 5500 lei, bank account RO87BACX0000002150028001 opened in RON at UniCredit Bank, respectively bank account RO71BACX0000004069299001 opened in EUR at UniCredit Bank, holder of Type Certificate no. e-SC-4458 din 29.04.2026 issued by ANCOM.

Password: string of characters, assigned to each Customer, in order to protect the information related to the Customer and the safe use by him of the Services provided by Enigma-System. The Customer assumes full responsibility for the safekeeping and use of the Password. The password can only be changed at the request of the Customer, who is the only one in a position to know it.

Package of Services with Roaming SEE access: the commercial offer of Enigma-System that offers the Customer the possibility to use, in compliance with the reasonable use policy of Roaming SEE Services, the included resources (minutes, SMS, GBytes of mobile data traffic) for Roaming communications originated and terminated in the networks of operators in the EEA.

These packages are subject to EU Regulation no. 531/2012 and Implementing Regulation no. 2016/2286. After consuming the resources included in the Package, the roaming tariffs for the EEA Roaming Service are at most equal to the national tariffs related to the owned Package, under the terms of the commercial offer, to which Enigma-System has the right to apply a surcharge in accordance with Art.1.18 letter .c) from TCG.

The EEA stands for the European Economic Area currently composed of the member states of the European Union, Iceland, Lichtenstein and Norway.

Tariff Plan: Pricing options for Prepaid Services and Prepaid Included Services described in the commercial offer.

Credit validity period: The prepaid credit within which Clientull benefits from the prepaid Services and which starts from the date of activation of the SIM or eSIM Card, being valid for an indefinite period.

The active period of an extra option: the period during which the Customer benefits or can benefit from the prepaid Services and which consists of the calendar period between the moment of purchasing an Extra Option and the last day of its validity, period established by Enigma-System through the commercial offers existing at that time.

Top-up: replenishing the Prepaid Credit through any of the methods communicated by Enigma-System through the commercial offer and which presuppose the payment in advance of the value within the limits of which the Client can benefit from the Prepaid Services according to the chosen Tariff Plan.

Enigma-System Network: the electronic communications network, owned by Enigma-System, through which the Services offered by Enigma-System are provided.

Third party services: services provided by third parties that the Customer can avail of at its discretion through Enigma-System and in relation to which Enigma-System acts as an intermediary.

Prepaid services: represents the Voice and SMS Service, respectively the data transfer service and mobile internet access provided by Enigma-System, from which the Customer benefits by paying the Tariff, for the entire duration of the validity period of the extra option that includes voice benefits, SMS and mobile data/internet access.

Basic services : the services available automatically and free of charge when activating a SIM or eSIM Card, which consists of:

- the possibility of initiating voice calls in the Enigma-System network, respectively of initiating SMS messages in the Enigma-System network,
- the possibility of receiving voice calls and SMS respectively from any fixed or mobile network, national or international,
- accessing the www.enigma-system.net website **from a mobile phone** (in order to satisfy the Customer's need for information and for him to purchase new products or services marketed by Enigma-System), such as accessing **from a mobile phone or from other desktop terminals** of other websites owned by private legal entities or public institutions

with which Enigma-System has signed agreements in order to access them free of charge by Enigma-System users.

Additional Services: services offered by Enigma-System, in addition to the Basic Services, activated automatically or at the Customer's request and provided for the purpose of increasing the Customer's comfort and satisfaction with regard to the Prepaid Services, services the use of which, however, entails additional costs on the part of the Customer.

Roaming Service: the additional service that offers the Customer the possibility to benefit from prepaid Services via another mobile network, only under the terms of the commercial agreement concluded between Enigma-System and the operator of that network, when the Customer is not in the geographic coverage area of the Network Enigma-System. The Service can be activated/deactivated at the Customer's request, except for Service Packages that do not allow the activation of this Service.

EEA Roaming Service: The Roaming Service offered in the EEA member states, in accordance with the provisions of EU Regulations no. 531/2012 and Implementing Regulation no. 2016/2286.

Roaming service in the rest of the world: Roaming service available in any other country outside the EEA member states.

Tariff: the amount charged to the Customer by Enigma-System for providing a certain type of service. The rates are published on the official website www.enigma-system.net and in the advertising materials dedicated to commercial offers. In addition to these information media, the Customer can also become aware of them by requesting information from Customer Service or in any Enigma-System store.

Administrative fees: fees charged by Enigma-System for the provision of additional services, other than electronic communications services (for example: the fee for changing the SIM or eSIM card, the fee for choosing a preferential number, the fee for assigning a number that remember easily, etc.) and which can be consulted on www.enigma-system.net or by requesting information from Customer Service or in any Enigma-System store.

Data/voice Service Disturbance rectification period: the time interval, calculated in hours, between the moment Enigma-System receives a complaint regarding a validated Disturbance and the moment the service is restored.

Territory: the territory of Romania.

Estimated maximum data transfer speed for the mobile Internet access service: the data transmission rate that the Customer can experience under real conditions. It is specified separately by type of network technology.

Promoted data transfer speed for the mobile internet access service: the data transmission rate that Enigma-System uses in information for commercial purposes, respectively in the promotion of commercial offers. The advertised data transfer speed is equal to the estimated maximum speed.

1.2. SIM and eSIM card

The SIM card required to access the Prepaid Services, as well as all data entered and stored by the Customer on the SIM Card are and remain the property of Enigma-System. The initial cost of

11 Lei (VAT included) represents a rental fee for the SIM card for an initial period of 10 years, which is also the period of good operation of the physical SIM card provided by Enigma-System.

The technical identification data of the SIM or eSIM Card are the property of Enigma-System, and any attempt to copy them by the Customer is prohibited and sanctioned according to the law. During the provision of the Prepaid Services, for security reasons or to improve the Prepaid Services, Enigma-System may ask the Customer to return the SIM Card, proceeding to replace it free of charge. If the Customer requests the replacement of a SIM Card because it has manufacturing defects, it will be replaced free of charge. SIM Card replacements performed under any other conditions may be charged with an administrative fee equal to the initial fee of 11 Lei (VAT included). Enigma-System is not responsible in any way for the use of prepaid Credit in case of theft or loss of the SIM Card.

1.3. Activation of prepaid Services

The purchase of prepaid services from Enigma-System gives the Customer the right to request the activation of the Prepaid Services and the obligation of Enigma-System to ensure the Customer's access to the Prepaid Services under the conditions specified in this document entitled General Terms and Conditions for the use of prepaid **services** .

In the case of opting for the use of Enigma-System services through SIM Cards, the activation of Prepaid Services takes place after inserting the SIM Card into the mobile terminal (phone / tablet / modem / router) and respectively turning on the terminal, an operation carried out either in the service coverage area Enigma-System, either within the existence of an Internet connection via Wi-Fi.

In the case of opting for the use of Enigma-System services via eSIM, the activation of Prepaid Services takes place after making the necessary payment for the remote parameterization service of the eSIM chipset in the customer's phone, an operation carried out either in the coverage area of Enigma-System services , either within the existence of an Internet connection via Wi-Fi.

Each SIM or eSIM Card is assigned a phone number, which will be communicated to the Customer when the SIM Card is inserted into the phone or at the time of Activation. The telephone number assigned (assigned) to the Customer may be changed by Enigma-System for reasons imposed by the competent authorities and/or for technical reasons, with the notification of the Customer at least 30 (thirty) calendar days before the operation of such a change, if the law does not require the establishment of another term. Changing the phone number under the conditions set out in this paragraph does not incur Enigma-System's liability.

The customer can benefit from Bonuses granted by Enigma-System according to the commercial offer. Also, starting from the Activation date, the Customer can benefit from Basic Services and/or Additional Services, corresponding to the commercial offer. The Customer's tariff plan may be modified by Enigma-System without notice or notification, in case of fraud or attempted fraud of the Customer.

The customer has unrestricted access to emergency services - by calling the unique number 112, and the location information is transmitted in accordance with the legal provisions.

1.4. Payment of the value of the Prepaid Credit

Payment of the Prepaid Credit can be made in cash or via bank card. Enigma-System does not charge different fees depending on the payment method. Payment by the Customer by bank transfer is not accepted by Enigma-System.

Any amount paid to the Customer's account with the title Prepaid Credit will not be subject to reimbursement by Enigma-System, unless the Customer chooses to port his phone number to another mobile network and at the same time expressly requests reimbursement of the existing credit at the time of transfer to a bank account in Romania.

1.5. Phone number and credit validity period

The validity period of the telephone number is 1 year (365 days) from the last voice call received or made, or from the last SMS received or received, or from the last connection to the Internet (except in the case of accessing the website www.enigma-system.net which is not considered to be internet connection). The customer undertakes to use the assigned telephone number or numbers to use Enigma-System's voice and SMS services at least once a year, bearing in mind that telephone numbers are a limited resource and Enigma-System has the obligation to ensure a maximization of the efficient use of the limited resource in relation to the existing demand.

The customer can extend the initial validity period of the telephone number in case of non-use of the services for a period longer than 1 year, by paying specific fees, according to the commercial offer available at the time of requesting the services.

The validity period of the recharged credit is unlimited, for Enigma-System Users there is no risk of losing the already recharged credit.

If the customer chooses to port their phone number to another mobile network, the prepaid credit is not lost and continues to be valid indefinitely. With this credit - depending on the amount available in the account and respectively depending on the value of the services or products that are intended to be purchased - the Customer can make purchases on the own website www.enigma-system.net having the possibility to pay a possible difference with card or cash.

1.6. The active period of the extra option

period of the extra option is calculated starting from the activation date of the extra option for which the Customer requested activation and until the deadline set by Enigma-System through the commercial offer.

Upon expiration of the Active Extra-Option Period, Customer's access to the Additional Services will be restricted. However, the Customer will not lose any credit available on the account, nor the phone number.

1.7. Obligations of the Parties in Relation to Prepaid Services

1.7.1. Enigma-System Obligations

(1) Enigma-System makes all reasonable efforts to ensure the optimal quality of the prepaid Services provided.

(2) Enigma-System cannot be considered responsible for the violation by the Client or any other person, of the applicable regulations regarding the use of prepaid Services, the purpose of their use or the content transmitted, stored, exposed or that makes, in any way, the object of an operation carried out with the support of or through the Prepaid Services.

(3) The quality of the prepaid Services may be affected by certain factors beyond Enigma-System's control. Thus, Enigma-System is not responsible for losses or damages, of any nature, caused to the Customer through the lack of access to Prepaid Services or the provision of Prepaid Services of inadequate quality caused by factors beyond Enigma-System's control (for example: the action of third parties , use of technically inappropriate equipment, etc.).

(4) Enigma-System is solely responsible for its Services and is therefore not responsible for the services offered by third parties, who make use, in any form, of its Services. To avoid any misunderstanding, Enigma-System is not responsible for damages, of any nature, suffered by the Customer in connection with the Third Party Services. Enigma-System is not responsible for any indirect or future damages suffered by the Client including, but not limited to, damages resulting from improper use of services and/or communication equipment, damages resulting from non-functioning of the service, loss of profit or unrealized benefits, And so on

(5) Enigma-System is not responsible for third parties who benefit from the Services in the absence of a contract concluded between Enigma-System and this third party.

(6) Enigma-System makes available to the Clients useful information regarding the prepaid Services and how to use them through brochures and other documents that can be requested from Enigma-System, as well as through the website www.enigma-system.net or Customer Service, Rate Brochures and Prepaid Services as part of the Terms and Conditions of Use for Prepaid Services. The information referred to in this article is valid from the date it was made public, unless another date is expressly stated.

(7) Enigma-System guarantees the following quality parameters of its Services:

- Rate of dropped voice calls during a conversation, over a month: **< 1%**
- The percentage of the entire surface of the country covered by voice service through 4G / LTE base stations in commercial traffic (outdoor coverage): **to be determined**

In case of non-compliance with these parameters, Enigma-System offers compensation as a result of the Customer's complaint and after analyzing in advance all the existing circumstances that justify the granting of compensation.

These compensations are calculated in proportion to the value of the active option and the duration that the Service did not work. Compensation is granted by crediting the Customer's prepaid account and by extending the active period of the option.

If the Client is dissatisfied with the compensation granted by Enigma-System, he can address both ANCOM and the competent courts in order to recover the damage suffered.

1.7.2. Customer Obligations

(1) Enigma-System offers the Client the opportunity to protect access to his Personal Data, for certain Services, by using the Password, and Clientull is solely responsible for his actions and inactions that result in third-party access to the Client's Password.

(2) Clientull is solely responsible for its actions and inactions that result in the violation of any regulations regarding the conditions for accessing and/or using the Services, including services that - according to the regulations in force - are not allowed to be accessed by all categories of consumers.

(3) Clientull undertakes to use the Prepaid Services in accordance with the applicable legal provisions, with those existing in the Terms and Conditions for the use of the Prepaid Services and with the instructions for use provided by Enigma-System, to refrain from any actions and to avoid any inactions that may harm the image, name, trademarks or any other rights of Enigma-System.

(4) The Customer is solely responsible for any violation of the applicable regulations regarding the way of using the Prepaid Services, the purpose of their use or the content transmitted, stored, exposed or which is, in any way, the object of an operation carried out with the support of or through through Prepaid Services.

(5) Clientull bears full responsibility regarding the use of the SIM Card regardless of its end user and regardless of the type of terminal used with the SIM Card.

(6) The customer undertakes not to send written messages, initiate calls or use mobile data, manually or with the help of automatic systems, for promotional purposes or to present its services/products, regardless of their nature, as an activity of market research, or for any other purposes that are contrary to the use for own needs of the services provided by Enigma-System. Any use of the Enigma-System Services for purposes other than making and receiving direct calls / SMS / video calls between end users is strictly prohibited. Likewise, the use of Enigma-System Services with equipment that allows the automatic generation and/or massive routing of calls / SMS / video calls is strictly prohibited.

The following situations of using the Enigma-System Services will not be considered as for your own needs:

- Sending a large number of calls / SMS / video calls to several numbers in a short period of time with a disproportion (greater than 5:1) between the number of calls / SMS / video calls sent and received, or
- Sending simultaneous calls / SMS / video calls to the same number or to several numbers, or
- Forwarding of calls / SMS / video calls generated during a day to more than 200 distinct recipients.

1.8. Limitation of liability

Enigma-System makes all reasonable efforts to ensure the optimal quality of the Prepaid Services provided and is responsible for the provision of the Prepaid Services according to TCG and for the compliance of the Prepaid Services with Romanian law.

Enigma-System is not responsible for the following:

a) Failure of the Network or improper functioning of the Network due to reasons beyond the control of Enigma-System;
b) Malfunctioning of the Network in areas where it is under development or in situations where Enigma-System is doing work to improve the Network;
c) Damages of any nature determined by the use of terminals or other equipment that do not allow, from a technical point of view, access to prepaid Services or the absence of terminals or other equipment necessary to access prepaid Services;
d) Damages of any nature caused by improper use of terminals and equipment;
e) Damages of any nature caused by the improper use of prepaid Services by the Clientull;

f) Damages of any nature determined by the use of equipment and terminals which, at the time of purchase by Clientull, were not presented by Enigma-System as being its property;
g) Indirect or future damages, whatever the situation;
h) Third-party services accessible to the Client through the Enigma-System;
i) The quality of the services of other providers of electronic communications services accessible to the Customer through the prepaid Services provided by Enigma-System, including but not limited to Roaming partners and any other third parties involved in the provision of Roaming Services;
j) Unavailability of the radio network due to the occurrence of interference in the 5200 MHz band - interference that cannot be controlled by the Enigma-System - and which can lead to the temporary loss of the mobile connection, even during a call to the single emergency number 112;
k) The impossibility of making calls to the single emergency number 112 as a result of the unavailability of the interconnection link with Orange Romania Communications SA (formerly Romtelecom SA), this being the only legal method of transmitting calls to the Single National System for Emergency Calls (SNUAU).

1.9. Rates applicable to Additional Services and Third Party Services

(1) The rates charged by Enigma-System for the provision of additional prepaid Services requested by the Client and their calculation method are provided in the commercial offers issued by Enigma -System and are an integral part of the Terms and Conditions applicable to prepaid Services. The customer can consult these rates at any time on the www.enigma-system.net page or by requesting information from Customer Service or in any Enigma-System store.

(2) The rates of the third party Services are those provided in the materials issued by the third parties.

1.10. communication

(1) Clientull agrees that its traffic data (duration, destination, cost of calls and the date of their execution) will be processed by Enigma-System for purposes related to the provision of electronic communications services, throughout the period of use of the prepaid Services. The Client's refusal to process this data by Enigma-System is equivalent to the impossibility of providing electronic communications services.

(2) Enigma-System does not ask its customers by e-mail, text messages, letters, phone calls or in any other way for information about bank accounts, personal passwords or recharge codes. This information is strictly confidential and must not be shared. By communicating them to third parties, the Client assumes full responsibility.

1.11. Disputing Prepaid Services

(1) The Customer may submit a written complaint, within 30 calendar days from the date of the contested event, mandatorily indicating the contested Prepaid Credit and/or contested Prepaid Services, as well as the address to which Enigma-System will send the Customer the response to the complaint. Enigma-System will send the Customer the reasoned response to the complaint made within a maximum of 30 calendar days from the date of receipt of the complaint.

(2) If the complaint proves to be well-founded, Enigma-System will take corrective measures and/or refund, as the case may be, the value of the damage suffered by the Customer, in his prepaid account (for example: credit, bonuses, text messages, etc.).

(3) The compensation expressly provided in these Terms and Conditions are the only compensation to which the Customer is entitled.

(4) Any dispute arising from or in connection with these Terms and Conditions and which has not been resolved amicably, will be submitted for resolution to the National Authority for Communications Administration and Regulation, in accordance with the provisions of GEO no. 111/2011 and ANCOM Decision no. 480/2010, or the Bucharest courts.

1.12. Fraud

Enigma-System has the right to withdraw the credit and/or indefinitely suspend and/or terminate the provision of prepaid Services to the Customer when the Customer's Prepaid Credit is the result of another Customer's fraud.

Enigma-System has the right to suspend the provision of prepaid Services in the case of Customers who take actions that adversely affect the interests of other Enigma-System customers and against whom Enigma-System receives complaints.

The suspension will be for the entire period of the investigation. If the complaints against such Customers prove to be well-founded, Enigma-System has the right to stop providing prepaid Services to such Customers.

1.13. Suspension and/or restriction of provision of prepaid Services

Enigma-System may suspend or restrict the Customer's access to the prepaid Services immediately, without notice or other formality and without the right to compensation, in the following situations: (i) the Customer has violated the provisions specified in the Terms and Conditions for the use of the prepaid Services; (ii) in case of Customer Fraud; (iii) in any other case where the Customer's actions or inactions may cause a risk to Enigma-System; (iv) if the Customer's prepaid Credit is the result of another customer's fraud; (v) in any other cases expressly provided in the Terms and Conditions for the use of prepaid Services or provided by law.

Partial suspension at the Customer's request of the provision of prepaid Services (voice, SMS, mobile data) is not possible, except for the situations expressly provided for in the commercial offer.

The suspension of the provision of Services leads to the impossibility of using by the Customer the communication resources allocated according to the recharges performed, the options activated or the credit available in the account.

1.14. Termination of Prepaid Services

The provision of Prepaid Services may cease at the initiative of Enigma-System, without delay, without notice, without the intervention of the court and without the fulfillment of any other formality on a date decided by Enigma-System in the following situations: (i) if Clientull carries out the activity of redirecting the traffic generated by a third party for a fee; (ii) if the Customer, through his actions or inactions, affects the image, name, brands or any other rights of Enigma-System; (iii) in the case of renting and/or selling to third parties the contracted prepaid Service;

(iv) if the Customer uses the Services provided by Enigma-System to provide in turn electronic communications services, consisting of, but not limited to: the transfer to the Enigma-System Network of calls/text messages generated in other networks, transfer of calls/text messages – regardless of their origin – to other networks, resale of the Enigma-System Services to third parties, including organized resales of the Services to persons who do not have their usual residence nor have stable connections that presuppose their frequent presence and significant in the Territory; if, to the detriment of Enigma-System, the Client generates artificial traffic in the Enigma-System Network or to other networks; if the Customer uses the services provided by Enigma-System for testing the equipment; if the Customer uses the Enigma-System Services for communications other than those between end users; in any other situation of Customer Fraud; (v) if the Customer carries out any kind of actions that affect the functionality of the Enigma-System network at its optimal capacity, thus jeopardizing the quality of the Services offered by Enigma-System; (vi) in other cases provided by the Terms and Conditions for the use of prepaid Services. In all these cases, Clientull will owe Enigma-System compensation equal to the value of the damage caused.

1.15. Unilateral modification, by Enigma-System, of the General Terms and Conditions

Enigma-System reserves the right to change any of the provisions of the General Terms and Conditions for the use of prepaid Services, including the conditions of the commercial offer, with a notice of 30 calendar days before the change becomes effective.

1.16. Applicability of Terms and Conditions for use of prepaid services

The terms and conditions are applicable until the phone number is lost due to non-use. On this date, the Customer's access to prepaid Services will be partially restricted, and the SIM or eSIM Card will become usable only for accessing the Internet and calling the Customer Relations service, namely the number 112.

1.17. Inapplicability of certain clauses of the Terms and Conditions for the use of prepaid Services

If any provision of the Terms and Conditions for the use of the Prepaid Services is or becomes illegal, void or unenforceable, this will not affect the legality, validity or enforceability of any other provision of the Terms and Conditions for the use of the Prepaid Services which will therefore remain fully legal, valid and superseded. To the extent permitted by law, any illegal, void or unenforceable provision will be replaced by a valid provision that will give effect to the commercial and economic purpose of the illegal, void or unenforceable provision.

1.18. EEA Roaming Services Fair Use Policy

a) The purpose of the Fair Use Policy is to detect and prevent abusive or abnormal use of the Roaming Services by Customers, such as, for example, the use of these Services by Customers in an EEA member state for other purposes except for periodic trips. Enigma-System is entitled to know the Customer's place of residence in order to correctly apply and collect the legal VAT rate.

For this purpose, Enigma-System will track the so-called Objective Indicators on each SIM or eSIM Card for periods of at least 3 months. If Enigma-System finds that the Objective Indicators have been met, it will be entitled to consider that it is in the presence of an abusive or abnormal use of the Roaming Services by the Customer and will be able to proceed to:

- Warning the Client, through any accessible means of communication, regarding the violation of the conditions of the Reasonable Use Policy so that he changes his behavior of using the SEE Roaming Services in order to avoid reaching the Objective Indicators;
- If, within a maximum of 10 days from the date of the warning, the Client does not change his behavior so that the Objective Indicators are no longer met, Enigma-System is entitled to apply a surcharge to the value of the EEA Roaming Services for the entire duration of abusive or abnormal use, in in accordance with Art. 18 letter c).

b) Enigma-System reserves the right to limit the consumption of Data Services in EEA Roaming in accordance with the provisions of Art. 4 of Regulation no. 2016/2286. The limit applies to the consumption of Data resources provided by the Service Package (including bonuses from the commercial offer or any other benefits). After exceeding this limit Enigma-System may apply a surcharge in accordance with the provisions of letter c). The consumption limit will change according to the regulated tariff of wholesale data services.

c) The amount of the surcharge specified in letter a) and b) will not exceed the regulated tariff of the respective wholesale services, according to the provisions of Regulation 531/2012, as amended. The amount of the applicable surcharge may change depending on the amount of the regulated tariff of wholesale services.

Customer complaints related to the Reasonable Use Policy of the EEA Roaming Services will be resolved in accordance with the provisions of Art. 1.11 of the TCG.

The Fair Use Policy does not apply to use of the Roaming Services in the rest of the world.

1.19. Final terms

(1) Enigma-System has implemented a set of internal work procedures and IT systems designed to prevent, monitor, detect and isolate the categories of security incidents that could affect its own network infrastructure, the operation of the services offered or the confidentiality of the data traded of customers. In this sense, Enigma-System applies a set of best practices, collaborating with suppliers of network security equipment and services, telecommunications operators, international bodies in the field and authorities of the Romanian state in order to update them in relation to the new security alerts or emerging vulnerabilities.

Enigma-System identifies, classifies, filters or isolates security incidents and notifies the competent authorities and affected customers in accordance with the legal provisions in force. In case of the occurrence of one

incident impacting the security and integrity of its own telecommunications network or the services offered, Enigma-System will apply a set of operational procedures in order to eliminate the impact of these incidents in the shortest possible time. The list of actions and procedures that can be undertaken includes (but is not limited to):

Correct identification of the cause of the incident and its impact on the telecommunications networks and services provided

Classification of incidents according to the severity of the consequences generated on customer services

Implementation of all necessary measures to deal with security vulnerabilities that may generate incidents

Reducing the impact on customers by using all protection mechanisms and technological capacity reserves existing in the network

Resolving the incident by applying corrective measures

Risk and continuity analysis and adjustment of procedures, design rules and network architecture to minimize the occurrence of these situations.

Each technology domain involved in delivering a service to end customers has its own policy for managing available resources and prioritizing certain categories of traffic in relation to the specific requirements imposed by the category of applications that use it. The sizing of each technology area is done by taking into account the maximum capacity necessary to support a normal traffic profile, evaluated on the basis of a one-year observation interval to remove the seasonal effect, to which is added a margin of spare capacity, available for use in the case of special events (unforeseen increases in traffic above a certain value in an extremely short period of time, the occurrence of some failures that led to the rerouting of traffic and the addition of the necessary capacity on a certain segment).

Enigma-System ensures the addition of resources and the resizing of capacity in case of necessity, so that the impact on the level of services offered to end customers is not noticeable.

Enigma-System constantly monitors the degree of network load in order to deliver an optimal service experience to end customers. In the dimensioning process of the technical capacity and the quality level offered by the network, Enigma-System respects the implemented methodology, regarding the dimensioning rules specific to the impacted technologies, the existing standards in the industry, as well as the analysis of the results obtained by the end customers in the improvement plans and network architecture evolution.

(2) Enigma-System complies with the provisions of Regulation 2120/2015 of the European Parliament and of the Council (Regulation) regarding the open internet and grants its customers the possibility to access and distribute information and content, to use and make available applications and services and to use terminal equipment of your choice, regardless of the location of the end user or the provider, or the location, origin or destination of the information, content or applications offered through the Data Services.

(3) Enigma-System does not block, does not slow down, does not modify, does not restrict, does not interfere with, does not degrade or does not discriminate specific content, applications or services or their specific categories except in the exceptional situations provided for in the Regulation and presented below, and in these exceptional situations only if necessary and only for as long as necessary:

a) to comply with Union law or national legislation in accordance with Union law, under which Enigma-System falls, or measures in accordance with Union law, intended to implement legislative acts of the Union or national legislation, including court decisions or public authorities endowed with competences in the matter;

b) to maintain the integrity and security of the Enigma-System Network, the services provided through this Network and the end users' terminal equipment. In case of attacks or threats, such as but not limited to DoS/DDoS attacks, spoofing IP addresses to impersonate Network elements or to allow unauthorized communication, unauthorized access to Network elements or terminal equipment connected to the Network , the distribution of malicious software or viruses, Enigma-System may apply temporary protection measures at the network level, consisting of:

Filtering, limiting or even blocking traffic from or to IP addresses or ranges of IP addresses that are the sources of an attack or threat or that are well-known sources of such attacks or threats;

Blocking IP addresses or Data Services in case of suspicious behavior (eg: unauthorized communication with Network elements, address spoofing, etc.);

Blocking certain ports that pose a threat to the security and integrity of the Network.

In the situation presented in letter a) above, the Client will not have access to the sites, applications, content or services that are subject to the mentioned legislative acts.

The application of the measures from letter b) above will only take place during the attack or threat. Access to content, applications or services hosted by IP addresses subject to these measures may be blocked. Content, services or applications using ports that pose a threat to the security or integrity of the Enigma-System Network may become unavailable during this period.

(4) Enigma-System commercial offers are an integral part of the Terms and Conditions for the use of prepaid Services.

(5) Romanian law is the law applicable to the legal relations between the parties.

(6) The Enigma-System Customer Service can be contacted at **0800 123 123** or on the web at www.enigma-system.net

Section 2

Provisions specific to types of prepaid services

2.1. Voice service

2.1.1. Definitions

The following capitalized terms shall have the meanings assigned to them below:

Voice service: The basic service through which Enigma-System provides the Customer with the possibility of initiating and/or receiving national and/or international calls and the direct and real-time transport of the voice through the Enigma-System Network, to another user connected to The Enigma-System network or to the point of interconnection with another electronic communications network.

2.1.2. SIM card and phone number

(1) The SIM card is protected by a PIN code (Personal Identification Number) which will be used by Clientull according to the instructions in the telephone user guide. Clientull is solely responsible for disclosing the PIN code to third parties.

(2) Activation of the Voice Service takes place on the date of activation of the SIM Card.

(3) The telephone number assigned to the Customer can be changed by Enigma-System for reasons imposed by the competent authorities, with the notification of the Customer at least 30 (thirty) calendar days before the operation of such a change, if the law does not require

compliance with a another term. Changing the telephone number under the conditions set out in this paragraph does not give the Customer the right to compensation.

2.1.3. Other clauses

Enigma-System warns the Customer about the possibility of interference with certain equipment (eg medical equipment). Enigma-System will not be responsible for any damages suffered by the Client in such cases.

The deadline for fixing Voice Service Disturbances is 24 hours, except for situations where the deadline cannot be met for reasons not attributable to Enigma-System. For example: unfavorable weather conditions, any causes leading to the impossibility of access to the Enigma-System equipment, etc. In the event that Enigma-System does not comply with the deadline for remedying the Disturbances, the Client may request compensation. These damages are calculated in proportion to the value of the Voice Service option and the length of time the Voice Service has been down. Compensation can be requested within a maximum period of 30 calendar days from the date of occurrence of the Disruption and is granted by crediting the Customer and extending the active period of the card.

In the Enigma-System 4G Network, according to ITU standards, the Voice Service will be prioritized over the Internet access service to ensure the quality parameters necessary for the operation of this Service. The bandwidth required for VoLTE traffic and related signaling is low (128 kbps) and will not affect Data Services.

2.2. Mobile data services

2.2.1. Definitions

The mobile data transmission service is the basic Service through which Enigma-System provides the Customer with the possibility of data transmission and reception (including access to the Internet) using certain protocols and technologies.

2.2.2. SIM card and phone number

Activation of the Data Service takes place on the date of activation of the SIM Card. The provisions of Art. 2.1.2. from Section 2.1. Provisions specific to the Voice Service apply accordingly.

2.2.3. Use of Data Services

Sending and displaying messages and information:

(1) The customer undertakes not to send messages (including data, information, text, music, sound, images, graphics, video materials, programs or other materials) that have not been requested or display messages of the type of commercial advertising packages or informational announcements (hereinafter referred to as "Spam"), the Customer being solely responsible for sending or displaying such messages.

(2) The Customer undertakes not to use the Enigma-System Network and Mobile Data Services in a way that adversely affects the legitimate interests of Enigma-System or a third party through actions such as the following: (a) sending electronic messages or faxes that harass or annoy other users, through their defamatory content, which defames or discloses personal information of any third party, (b) continuing to send electronic messages to an addressee who has indicated

that he does not wish to receive such messages. , (c) sending electronic messages containing forged information in the TCP/IP packet header, (d) sending malicious electronic messages, including, but not limited to, "mailbombing" messages , (e) sending electronic messages in a manner that violates the usage policies of another Internet service provider, (f) using an email box solely as a data storage location, (g) sending or displaying messages containing viruses and/or "Trojan horses", illegal messages or sending or displaying indecent, obscene or pornographic messages, in violation of the legal provisions in force, (h) sending or displaying electronic messages from an email address "ghost" or non-existent or under a false identification, (i) sending or displaying messages that are intended or used to harass third parties, (j) sending or displaying messages that violate the intellectual or industrial property right of Enigma-System , of a third party or of messages containing information for which the Client or User does not have the legal right to transmit or broadcast under any conditions, according to any applicable Romanian or foreign law, etc.

2.2.4. Services quality

(1) Depending on the radio technology used, the maximum estimated speed of data transfer can be:

	Estimated top speed	
	Download (Mbps)	**Upload (Mbps)**
LTE Advanced	150	45

(2) The estimated maximum speed was determined by the Enigma-System as the maximum value of all measured speeds in a set of measurements under the conditions below:

Thus, the measurements were made:

- In outdoor conditions, in places free of obstacles (avoiding areas with nearby tall buildings);
- At different time intervals;
- With a terminal that has capabilities compatible with the multi-frequency capacity aggregation standard (carrier aggregation);
- With a mobile terminal in direct visibility of the radio equipment/antenna at a maximum distance of 150-200m;

When using 4G / LTE technology:

- With a terminal that has the maximum number of PRBs that can be allocated to the test session and
- With a terminal that has a signal power level (RSRP) > -85dBm and a signal quality level: (RSRQ) > -3.5;

(3) Estimated maximum speeds can be affected by several factors, such as:

a) Disturbances of radio electric signals caused by external radio electric sources, various obstacles (buildings, bridges, tunnels, metal constructions, soil geography, walls of the building where the measurements are made, etc.);
b) Temporary maintenance, development, modification or expansion of telecommunications networks;
c) Using a terminal that does not have technical specifications that allow it to reach the maximum speed estimated according to the technical capabilities of the network (for example, processor with poor performance, insufficient memory, etc.);

d) Use of proxy servers or VPN applications during testing;
e) Use of antivirus programs;
f) Limitations due to the operating system - certain errors in the operating system of the mobile terminal with which the measurements are made may affect the transfer speed and may cause erroneous results to be obtained; the tests must be performed from mobile terminals with up-to-date operating systems;
g) The version of the browser used - the latest versions of the browser contain dedicated options to facilitate the best possible transfer speeds (eg support for a number of threads running in parallel for data transfer);
h) The spectrum and radio technologies available in the area where the measurements are made;
i) Signal strength level and signal quality level; Availability of cell resources at the time of measurement;
j) The time intervals in which the measurements are made (during or off-peak hours);
k) Existence of background/parallel traffic while taking measurements;
l) The existence of applications running in the background.

(4) The measurement by the Clients of the data transfer speeds for is carried out with cumulative compliance with the following conditions:

- All measurements must be made with the same SIM card and the same terminal;
- The terminal used must have the software updated to the latest version available for that terminal;
- The terminal must have technical specifications that allow it to reach the maximum speed estimated according to the technical capabilities of the network: CAT6 (LTE Advanced), CAT4 (LTE);
- It is necessary to disable the Internet connection sharing option (Mobile Hotspot/Mobile Tethering);
- It is necessary to close all programs or applications that generate data traffic (filesharing, streaming, browsing of any kind, messaging, etc.).
- Measurements will be made in areas where the technology related to the measured speed is available
- When taking measurements, Customers will avoid crowded spaces (for example sports competitions, events, concerts, etc.);
- The measurements will be made in moments when there are no unfavorable weather conditions (for example: strong wind, storm, snow, etc.);
- Measurements will be made only if the signal strength graphic indicator, displayed on the terminal screen, indicates the maximum value.

(5) In addition to the conditions of para. (4), Customers are required to perform data transfer speed measurements only through the Netograf application, which can be downloaded from the Google Play Store (Android) or the Apple Store (iOS). The customer must own or create an account on the Netograf application and must be logged in and authenticated when taking measurements.

(6) The Netograf application, made available by ANCOM, dedicated to mobile terminals detects and displays a series of factors that can affect a measurement, under the following conditions:

- There is less than 200 Mbytes of free RAM; The battery charge level is below 20%;
- Background traffic exceeds 1% of measured speed; If the radio signal level is below a certain value:
- In the case of 4G / LTE: signal strength level (RSRP) ≤ -95dBm and a signal quality level: (RSRQ) ≤ -10

(7) Measurements of data transfer speeds are considered relevant for the purposes of this contract if the following conditions are cumulatively met:

- The conditions for making the measurements mentioned above were respected
- Measurements were made on at least 5 days (including at least one weekend day) during a maximum of 30 consecutive days,
- A minimum of 6 measurements were made per day, of which at least one measurement was made every day in the time interval 23:00-07:00.
- Measurements are performed at intervals of at least one hour apart.

(8) In case of significant, permanent or recurring differences, Consumers have the right to compensation. It is considered an important, permanent or recurring difference if at least half of the relevant measurements, carried out according to para. 4, 5 and 7 of this article are below the values below:

	Download	**Upload**
LTE Advanced	14.2 Mbps	4.75Mbps

(9) The values of the parameters related to the technical quality indicators for the provision of the Data Service and the procedure regarding the measurement of the technical quality indicators provided for in the annex to ANCOM Decision no. 1112/2017 on the establishment of quality indicators for the provision of the Internet access service and the publication of the related parameters are available at the Internet address www.enigma-system.net

(10) In the case of offers that include a specified volume of data, after consuming the included volume, the Customer will be able to continue using the Mobile Data and/or Fixed Internet Services, for which he will be obliged to pay the rate specified in the Contract.

(11) Customers who are consumers can request compensation within a maximum of 30 days from the date of the last relevant measurement. For this purpose, the Clients will send Enigma-System, attached to the complaint, in writing, by the means specified in the Complaints Resolution Procedure, the following documents/data:

- Export of measurements performed in the claimed interval, downloaded from the Netograf user account in csv or pdf format;
- Screenshots showing that the signal strength graph displayed on the terminal screen shows the maximum value at the time of the measurements;
- Customer identification data;
- Claimed transfer speed, according to the technology in which the measurements were made.

(12) Compensation is calculated in proportion to the value of the Prepaid Credit charged for the provision of the mobile internet access service and the duration of significant, permanent or recurring differences. The compensation calculation period includes the period in which the measurements were made. Compensation amounts will be granted in the form of prepaid Credit within 30 days from the date of receipt of a complete valid claim.

2.2.5. security

(1) The Customer undertakes not to violate or attempt to violate the security of the Enigma-System Network and the Services, including but not limited to:

(a) accessing data not intended for the Customer or breaking into a server or account that the Customer does not have permission to access, (b) attempting to scan or probe the vulnerability of a system or network or breach security him/her or the authentication measures without being properly authorized,

(c) attempting to interfere with, disrupt or render unusable the Service of another user, host or network, including, without limitation, means of overloading, "flooding", "mailbombing" or "spamming", i.e. sending large amounts of e-mail or other information to an individual e-mail address or to another user of the Service, (d) forging any TCP/IP header or any part of the information contained therein with sending by e-mail or to a Usenet group or initiating any action in order to obtain services to which the User is not entitled.

(2) To protect the Enigma-System Network, the Enigma-System resources, as well as the other Clients, in case of attacks of the type

"Denial-of-Service" targeting Internet addresses, Enigma-System reserves the right to take the necessary measures to minimize the effects of such incidents. Measures may include, but are not limited to, temporarily blocking the entire Enigma-System Network of addresses or classes of addresses under attack.

(3) Enigma-System reserves the right to delete any information that the Customer has entered into its system that may cause the Enigma-System Network to crash or malfunction. Enigma-System will notify the Customer as soon as possible and provide the necessary explanations regarding the exercise of this right. The customer is responsible for the protection of his computer system and for the integrity of the data entered into the Enigma-System.

2.2.6. Other clauses

Enigma-System warns the Customer about the possibility of interference with certain equipment (eg medical equipment). Enigma-System will not be responsible for any damages suffered by the Client in such cases.

Section 3

Enigma-System policy regarding the processing of personal data (Privacy Policy)

Enigma-System does not process personal data, precisely to ensure maximum security regarding the services offered.

The customer can send requests related to any privacy issues to the address dedicated to the attention of the Enigma-System Data Protection Officer dpo@enigma-system.net or using any other contact methods used in the customer relationship.

All messages will be answered according to legal provisions. However, the Customer should be aware that, for technical reasons, it may take several days to implement his requests or options, during which time Enigma-System will continue to process the Customer's personal data based on previously expressed options. In certain exceptional cases, the Customer's options may only be implemented in connection with future promotional campaigns.

3.1. Traffic and location data

Regarding the traffic and location data processed by the providers of public electronic communications networks or the providers of electronic communications services intended for the public - Enigma-System, being both a network provider and a service provider - these data are processed in compliance the provisions of Law no. 506/2004 and are used strictly for the purpose of providing electronic communications services, including the need to bill the value of this service.

These traffic and location data will be deleted or transformed into anonymous data, as soon as they are no longer needed for the transmission of a communication or the billing of services.

In accordance with the provisions of Art. 9 para. (1) lit. a) from Law no. 506/2004, Enigma-System may temporarily derogate from the provisions relating to the possibility of hiding the identity of the calling line, following a request from a Customer regarding the detection of the source of abusive calls; in this case, the data allowing the identification of the calling subscriber will be kept and made available to the Customer by Enigma-System, in accordance with the law.

Depending on the options shown during the use of the Prepaid Services, the Customer may provide: **his contact data** (such as name, surname, postal address, telephone number and others - voluntarily provided when he opts for the publication of his data in the subscriber register), as well as **traffic and geo-location details, namely his voice** (when he calls Customer Service) or **his image** (when he enters Enigma-System stores).

The customer is informed about the recording of telephone conversations with Enigma-System representatives from the "Customer Service" call-center service in order to identify customer needs and improve the services offered by Enigma-System. The customer is informed of this at the time of requesting a conversation with an Enigma-System Customer Service operator and has the possibility to refuse the continuation of the conversation by closing the call.

Enigma-System does not knowingly request or collect personal data of children under the age of 16 when offering and performing services specific to the information society (unless the explicit consent of the parent or guardian is obtained in advance) or under the age of 14 in all other situations.

3.2. Customer rights regarding the processing of personal data

The customer has specific rights regarding data protection, and Enigma-System provides an environment that facilitates their exercise (the right of access, rectification, opposition, deletion, receiving personal data or filing a complaint).

Enigma-System may communicate the Customer's data to public authorities if it is required to do so by law or if it considers, in good faith, that said disclosure is reasonably necessary for the proper conduct of legal processes, investigations or for to respond to any complaints.

3.3. Adequate safety measures

Enigma-System has applied appropriate security measures to guarantee the safety of the Customer's personal data and has also implemented specific durations for personal data to be kept strictly as long as necessary to fulfill the stated purpose.

Data security: to guarantee the security of personal data, Enigma-System has implemented a number of security measures that are in accordance with generally accepted industry standards in this regard. These means of protection do not cover those personal data that the Customer chooses to communicate in online or offline public spaces.

Retention of data: Enigma-System will retain personal data for as long as necessary for the stated purpose, taking into account the need to answer questions or solve problems, to provide new or improved services and to comply with applicable legal requirements. Therefore, Enigma-System may retain personal data for a reasonable period of time after the Customer's last interaction with Enigma-System (as required by applicable law or as necessary to respond to a complaint or defend us in the event of litigation).

When the Customer's personal data is no longer necessary for the purpose for which it was collected or agreed upon, nor is there any legal obligation to keep it, Enigma-System will destroy or delete it in an irreversible way.

3.4. Register of subscribers

The Client has the possibility to request, and Enigma-System has the legal obligation to enter the Client's data in the Register of Subscribers.

Subscriber information services and subscriber registers allow any person to find out the number or, as the case may be, telephone numbers of users of public telephone services.

Thus, the Customer's personal data - the person's name / company name, home address / headquarters and telephone number / numbers from the Enigma-System network - will be included in the subscriber register kept in electronic form and can be transferred to all service providers subscriber information services and subscriber directories printed and online telephone books), from which Enigma-System received a request in this regard. This data will be entered into the subscriber registers only if the Client has expressed his express option in this regard and provided the personal data to Enigma-System. The customer has the right to verify, rectify and remove his personal data from the subscriber registers and subscriber information services by a written request addressed to Enigma-System.

This document will enter into force starting on October 19, 2026.