

Terms & Conditions

You can read our terms and conditions for using the Telgea website, platform, and associated applications here. By using our service, you accept these terms.

Updated December 17th 2025

Agreement to our Legal Terms

Last updated December 8th, 2025

We operate as a mobile virtual network operator (MVNO) across multiple countries, providing telecommunications services exclusively to businesses. Our Services include:

- The website www.telgea.com (the “Site”)
- The mobile application Telgea Business Mobile (the “App”)
- An online dashboard for managing all mobile plans
- Any other related products and services linked to these Legal Terms (collectively, the “Services”)

Telgea enables businesses to buy and manage mobile plans, corporate devices, and digital communication tools through an automated platform for both company-issued and BYOD (Bring Your Own Device) phones.

You can contact us at help@telgea.com or by mail at:

370 Jay St. 7th Floor, Brooklyn, NY 11201 United States

Acceptance of Terms

These Legal Terms form a legally binding agreement between you (a business entity) and Telgea Inc. By using the Services, you confirm that you have read, understood, and agreed to be bound by these Legal Terms.

Changes to Terms

We will notify you of any updates, which take effect after 60 days posting or email notice from help@telgea.com. Continued use after the effective date constitutes acceptance of the updated terms. However, any updates to these terms will not affect agreed pricing levels, which remain governed by the separate agreement handling pricing.

We recommend keeping a copy of these Legal Terms for your records.

1. Definitions

1.1 Affiliate

Any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

1.2 Applicable Law

All laws and regulations applicable to the Parties or the Services, including telecommunications and data protection laws.

1.3 Charges

All fees, usage-based charges, taxes, and other amounts payable by the Customer for the Services.

1.4 Customer

The legal entity entering into the Agreement with Telgea.

1.5 Data Processing Agreement or DPA

The agreement governing Telgea's processing of Personal Data on behalf of the Customer.

1.6 Device

Any device, SIM, or eSIM used to access the Services.

1.7 Effective Date

The date the Service Agreement is executed by both Parties.

1.8 Personal Data

Any information relating to an identified or identifiable natural person under applicable data protection laws.

1.9 Service Agreement

The commercial agreement or order form defining pricing, scope, and commitment.

1.10 Services

The services and platform functionality provided by Telgea, as described in the Service Agreement and these Terms & Conditions.

1.11 Sub-Processor

Any third party engaged by Telgea to process Personal Data under the DPA.

1.12 User

Any individual authorized by the Customer to use the Services.

1.13 Acceptable Use Policy

Telgea's rules governing lawful and reasonable use of the Services.

1.14 Home Plan and Data Pool

"Home Plan" and "Data Pool" have the meanings set out in the Service Agreement.

2. Services

2.1 Telgea offers local mobile plans tailored for business use in the following countries: USA, UK, Sweden, Denmark, Germany, France, Poland, The Netherlands, Belgium, and Spain.

2.1.1 eSIM Configuration

- All Telgea plans include:
 - One primary eSIM provides unlimited local calls and texts, and access to data included in the company's shared annual data pool within the country of subscription.
 - An additional Travel eSIM enables data usage outside the home country, drawing from the same shared data pool. Local calls and texts remain unlimited, while international calls and texts are charged on a usage basis. Additional data capacity can be purchased at any time if the pool is exhausted.
- To benefit from both features simultaneously, your device must support dual active eSIM (i.e., the ability to run two eSIMs concurrently).

2.2 Notes:

- Support: All plans come with dedicated customer support during EU and US business hours, ensuring seamless assistance when you need it. Additionally, Telgea offers 24/7 support through its AI-powered Support Concierge, expertly trained on the most relevant help articles and common customer issues for round-the-clock assistance.
- Porting Services: White glove individual and multi-number porting options are available for enterprise customers.

2.3 Integrations with Third-Party Platforms

- Our services include integrations with third-party platforms to enhance functionality. By using these integrations, you acknowledge and agree that:
 - The availability and performance of such integrations depend on the third-party platform, and we are not responsible for their functionality, accuracy, or reliability.
 - Their respective terms and policies govern your use of third-party platforms, and we encourage you to review them.

- We reserve the right to modify, suspend, or discontinue any integration, provided we give you prior notice of such changes.
- Telgea is not responsible for third-party service providers' security practices or compliance with applicable laws. Users are encouraged to review the terms and policies of any third-party services integrated with Telgea.

3. Customer Commitments

3.1 Accurate Information:

- The Customer agrees to provide accurate and complete information during the onboarding process, including:
 - Correct phone numbers for porting.
 - Business details such as legal name, billing address, and tax information to validate the authority of the business.
 - Authorized user contacts for account management.
 - Name of the correct party with signing authority on behalf of the company.

3.2 Timely Payments:

- The Customer will pay all Charges, Taxes, and Fees by the due date specified on the invoice.
- Late payments may incur interest as per the terms outlined in Section 5 (Billing and Payment).

3.3 Adherence to Telgea Policies:

- The Customer will comply with Telgea's Acceptable Use Policy, ensuring Services are used lawfully and do not negatively impact Telgea's network or other users. Prohibited activities include:
 - Illegal use of the Services.
 - Excessive or unreasonable usage beyond the thresholds outlined in the Acceptable Use Policy in appendix 2.
 - Tampering with, reprogramming, or altering Devices or Services.
 - Activities listed in 3.5
- International calling services for US numbers are governed by Telgea's International Calling Terms in appendix 1, which are incorporated into and form an integral part of this Agreement and include usage limitations imposed by Telgea's underlying carriers.

3.4 Security and Account Management:

- The Customer is responsible for securing login credentials and managing access to their account. Telgea must be promptly notified of the following:
 - Unauthorized access or security breaches.
 - Changes to account information or user permissions.
- Telgea implements industry-standard security measures to protect user data, including encryption and access controls. However, Telgea is not liable for unauthorized access due to negligence.

3.5 Prohibited Activities

You may not access or use the Services for any purpose other than that for which we make the Services available. As a user of the Services, you agree not to:

- Trick, defraud, or mislead us or other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services to harass, abuse, or harm another person.
- Misuse our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated system, such as using scripts to send comments or messages, data mining, robots, or similar data gathering and extraction tools.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, transparent graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any software comprising or making up a part of the Services.

- Except as may be the result of the standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including, without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Make any unauthorized use of the Services, including collecting users' usernames and/or email addresses by electronic or other means to send unsolicited emails or create user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Sell or otherwise transfer your profile without prior consent.

This list provides examples of prohibited activities that may result in the immediate termination of your agreement. While it is not exhaustive, it highlights key examples of misuse. If you are unsure whether an action is permitted, please contact our customer service for clarification to ensure compliance with our terms and policies.

3.6 Compliance with Applicable Laws:

For purposes of applicable United States privacy laws, including the California Consumer Privacy Act as amended by the CPRA ("CCPA/CPRA"), Telgea acts as a Service Provider (or Processor, as applicable) and processes Personal Data solely to provide the Services. Telgea does not sell or share Personal Data and does not process Personal Data for any purpose other than those permitted under this Agreement and applicable law.

3.7 Termination Obligations:

- Upon termination of the Agreement, the Customer agrees to:
 - Settle all outstanding balances.
 - Notify users of the termination to avoid service disruptions.
 - Assist with porting out of numbers that should not be terminated.

4. Telgea's Commitments

4.1 Service Delivery

Telgea will provide the Services as outlined in this Agreement, including:

- Activation and management of local mobile plans for the Customer and its authorized Users.
- Access to unlimited calls, texts, and data, subject to the [Acceptable Use Policy](#).
- International calling and roaming features as per the commercial agreement.

4.2 Fair Pricing and Transparency

- Telgea ensures transparent pricing with no hidden fees.
- Pricing details for Monthly Recurring Charges (MRC) and add-ons will be communicated in the Customer's invoice and on the mobile plan portal.

4.3 Customer Support

- Telgea provides customer support to address issues, answer queries, and ensure uninterrupted service.
- Dedicated account managers may be assigned to enterprise-level customers to facilitate onboarding and account management.

4.4 Platform Access

- Customers will have access to Telgea's centralized online platform for managing their accounts, including:
 - Viewing and paying invoices.
 - Tracking mobile usage through detailed records.
 - Purchasing data or international calling.

4.5 Termination Support

In the event of termination:

- Telgea will assist with transitioning mobile plans or porting numbers to a new carrier according to local laws.
- Telgea will ensure all active services are appropriately deactivated to prevent unnecessary charges.
- Delete all customer data according to applicable law.

4.6 Compliance with Applicable Laws

Telgea will ensure all Services are provided in compliance with telecommunications laws and regulatory requirements in all active markets.

4.7 Customer Notifications

Telgea will notify the Customer of the following:

- Planned service interruptions for maintenance or upgrades.
- Changes to terms, policies, or pricing, with reasonable notice.
- Notifications relevant to the operations of the service.

4.8 Right to Reference

Telgea reserves the right to reference the Customer and use logos uploaded to Telgea's platform, provided such references are professional, reasonable, and non-disparaging.

4.9 Service Updates and Enhancements

Telgea will continuously strive to improve its Services and may update or enhance its offerings. Customers will receive advance notice of significant changes.

4.10 Data Processing

Telgea processes Personal Data solely to provide the Services and in accordance with applicable United States privacy laws. Telgea implements appropriate technical and organizational measures to protect Personal Data against unauthorized access, loss, or misuse.

4.10.1 Purpose and Scope

Telgea processes personal data solely to deliver the Services as outlined in this Agreement. Personal data will not be used for any other purpose, including Telgea's own benefit or that of third parties. The scope of processing includes the specific activities required to enable Telgea to fulfill its contractual obligations, ensuring alignment with applicable data protection laws at all times. Given the critical nature of the data involved, Telgea's processing practices are designed to provide the highest level of transparency and assurance to the Customer.

4.10.2 Confidentiality and Security

Telgea ensures that all personnel authorized to process personal data are committed to strict confidentiality and undergo periodic training on data protection principles. Telgea implements advanced technical and organizational measures, such as encryption, pseudonymization, firewalls, and access controls to protect personal data against unauthorized access, loss, alteration, or destruction. Periodic internal audits are conducted to verify compliance with these measures and adapt them as necessary to address emerging security challenges. Telgea aligns its approach with recognized frameworks such as ISO 27001, however does not hold certification.

4.10.3 Sub-Processors

The Customer grants Telgea the ability to engage Sub-Processors to facilitate service delivery. Telgea ensures that all Sub-Processors are contractually bound to adhere to data protection obligations equivalent to those outlined in this Agreement. Customers may be notified of any intended changes to the list of Sub-Processors, with a reasonable period provided to raise objections based on legitimate concerns.

4.10.4 Data Subject Rights and Assistance

Telgea assists the Customer in responding to Data Subject requests under Data Protection Laws, including access, rectification, deletion, portability, and objection requests. Telgea will notify the Customer promptly upon receipt of such requests and follow specific instructions provided. Additionally, Telgea provides tools or mechanisms to facilitate the efficient handling of Data Subject rights within the scope of the Services.

4.10.5 Data Security Breaches

In the event of a Data Security Breach, Telgea will notify the Customer without undue delay, after becoming aware of the incident. Telgea's notification will include a detailed summary of the breach, including the nature of the data involved, the likely consequences, and measures taken or proposed to address the breach. Telgea will cooperate fully with the Customer to mitigate any adverse effects and comply with regulatory reporting requirements as necessary. Telgea's robust incident management procedures ensure swift and effective resolution while keeping the Customer informed at all stages.

4.10.6 Retention and Deletion

Telgea will retain personal data for the duration of the agreement and for up to 12 months thereafter to address potential billing disputes, regulatory inquiries, or service-related issues. For compliance with telecommunications regulations, certain records, such as billing data and communication logs, will be retained for up to 5 years or as required by local laws in the operational jurisdiction. After these periods, data will be securely deleted or anonymized unless further retention is mandated by applicable law. Documentation of data deletion or anonymization processes can be provided to the Customer upon request.

4.10.7 International Data Transfers

Telgea ensures that any transfer of personal data to a jurisdiction outside the Customer's region complies with applicable safeguards, such as Standard Contractual Clauses, adequacy decisions, or binding corporate rules. Where additional protections are required (e.g., following the Schrems II ruling), Telgea implements supplementary measures to ensure the data's security and integrity during transfer. Customers can request detailed documentation on data transfer mechanisms and associated safeguards.

4.10.8 Additional GDPR Compliance Assurances

Telgea's GDPR compliance framework is comprehensive and includes measures such as:

- Clear assurances regarding the safeguarding of employee data, with mechanisms in place to protect it against unauthorized access.
- Transparent communication regarding where data is processed, ensuring alignment with GDPR's data residency requirements.
- Willingness to complete Customer's internal information security questionnaires or participate in review meetings to ensure compliance and alignment with Customer expectations.

5. Billing and Payment of Charges

5.1 Telgea will invoice the Customer in accordance with the applicable billing cycle for the Services. Charges may include prepaid fees, recurring charges, and usage-based charges.

5.2 Prepaid Services are billed in advance and are non-refundable, except where mandatory law provides otherwise. Usage-based Services are billed in arrears.

5.3 Invoices are payable in accordance with the payment terms set out in the Service Agreement.

5.4 If the Customer disputes an invoice, the Customer must notify Telgea in writing within sixty (60) days of the invoice date, specifying the reason for the dispute. Undisputed amounts remain payable.

5.5 The Customer is responsible for all applicable taxes, duties, and governmental charges, unless valid tax exemption documentation has been provided in advance.

5.6 All Charges are exclusive of sales, use, value-added, and similar taxes. Customer is responsible for all applicable taxes, duties, and governmental charges, except for taxes based on Telgea's income.

6. Suspension and Termination

Telgea may suspend or terminate the Services, in whole or in part, with immediate effect if:

- (a) the Customer breaches the Agreement or Acceptable Use Policy;
- (b) payment is overdue beyond the applicable payment terms;
- (c) Telgea reasonably suspects fraudulent, unlawful, or abusive use of the Services; or
- (d) Telgea is required to do so by Applicable Law or regulatory authority.
- (e) breach of the Agreement or Acceptable Use Policy

The Customer may terminate individual Services or the Agreement at any time via the Platform or by written notice. Unless otherwise agreed, termination takes effect at the end of the current billing period.

Prepaid Services remain available until the end of their prepaid term and are non-refundable, except where mandatory law provides otherwise.

Upon termination:

- (a) access to the Services will cease at the effective termination date;
- (b) all outstanding Charges become immediately due and payable; and
- (c) Telgea will, where applicable, assist with number port-out in accordance with Applicable Law.

Suspension or termination does not affect accrued rights, payment obligations, or provisions intended to survive termination.

7. Regulatory Compliance by Country

7.1 Compliance in Active Markets

Denmark

- Telgea complies with Danish telecommunications laws, including requirements under the Danish Data Protection Act and the EU GDPR.
- Local emergency services access is enabled as required by Danish regulations.
- Data roaming is provided under EU regulations, ensuring “Roam Like Home” features across EU and EEA countries.

United Kingdom

- Telgea adheres to UK-specific telecom rules under the Telecommunications Act 1984 and UK GDPR following Brexit.
- Emergency services access complies with the UK’s regulatory standards.
- “Roam Like Home” applies to EU/EEA regions when roaming under applicable bilateral agreements post-Brexit.
- Telgea complies with Ofcom regulations, ensuring adherence to UK telecom standards and consumer protection requirements.

France

- Telgea complies with ARCEP (Autorité de régulation des communications électroniques) regulations for telecommunications.
- Emergency call access meets French statutory requirements.
- “Roam Like Home” services are offered in EU/EEA countries under EU roaming regulations.

Sweden

- Telgea adheres to Swedish Post and Telecom Authority (PTS) requirements, ensuring compliance with the Electronic Communications Act and GDPR.
- Emergency call services are fully compliant with Swedish law.
- “Roam Like Home” applies to EU/EEA regions, following EU roaming agreements.

Germany

- Telgea complies with Bundesnetzagentur telecommunications regulations and the Federal Data Protection Act (BDSG) alongside GDPR.
- Emergency services access is enabled according to German law.
- “Roam Like Home” is provided in EU/EEA countries.

United States

- Telgea operates in compliance with applicable regulations of the Federal Communications Commission (FCC).
- Emergency services access is provided in accordance with E911 requirements.
- Telgea complies with applicable US lawful interception requirements, including CALEA.

8. Confidentiality

8.1 Definition of Confidential Information

“Confidential Information” refers to any non-public, proprietary information disclosed by one Party to the other in connection with this Agreement. This includes:

- Business plans, pricing, financial data, and technical information.
- Customer usage data and account details.
- Personal Data as defined under applicable privacy laws.

8.2 Obligations of the Receiving Party

The Receiving Party agrees to:

- Use Confidential Information solely to fulfill obligations under this Agreement.
- Protect Confidential Information with the same level of care used to protect its Confidential Information, but no less than reasonable care.
- Limit disclosure to employees, contractors, or agents who need access to fulfill obligations and are bound by confidentiality agreements.

8.3 Compliance with Local Confidentiality Laws

Telgea will comply with all local confidentiality laws in its operating jurisdictions. However, as required under applicable law, Telgea may be obligated to disclose Confidential Information, including Personal Data, in response to lawful requests by local authorities.

Situations Requiring Disclosure by Country:

- Denmark: Disclosure may be required for investigations by law enforcement agencies under the Danish Administration of Justice Act.
- United Kingdom: Telgea must comply with lawful interception requests under the Investigatory Powers Act 2016.
- France: Disclosure may be mandated under the Code of Criminal Procedure or by intelligence services for national security or counterterrorism purposes.
- Sweden: Telgea must comply with Swedish Electronic Communications Act disclosure requests, particularly for law enforcement or security investigations.

- Germany: The Telecommunications Act (TKG) and Criminal Code (StGB) mandate disclosure in criminal investigations or public safety threats.
- United States: Telgea complies with lawful demands under the Patriot Act, Stored Communications Act, or Electronic Communications Privacy Act.

8.4 Confidentiality of Agreement.

This Agreement, including its terms, pricing, and commercial conditions, constitutes Confidential Information and may not be disclosed to any third party without Telgea's prior written consent, except as required by law or to professional advisors under confidentiality obligations.

8.4 Exclusions from Confidential Information

Confidential Information does not include information that:

- Is publicly available at the time of disclosure or becomes publicly available through no fault of the Receiving Party.
- Was lawfully known to the Receiving Party before disclosure.
- Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

8.5 Retention and Return of Confidential Information

Upon termination of this Agreement or written request of the Disclosing Party, the Receiving Party must:

- Return or securely destroy all materials containing Confidential Information.
- Retain only the minimum copies required for legal or regulatory purposes, subject to ongoing confidentiality obligations.

8.6 Breach of Confidentiality

A breach of confidentiality may result in irreparable harm to the Disclosing Party, for which monetary damages may be insufficient. The Disclosing Party may seek injunctive relief or other equitable remedies in such cases.

8.7 Confidentiality of Personal Data

- Telgea will handle all Personal Data in compliance with applicable privacy laws, including GDPR, the UK Data Protection Act, and other regional regulations.
- The Customer is responsible for obtaining all necessary consents to share Personal Data with Telgea to provide Services.

9. Intellectual Property Rights

9.1 Our Intellectual Property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and worldwide.

The Content and Marks are provided in or through the Services "AS IS" for your internal business purpose only.

9.2 Your Use of Our Services

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section, we grant you a non-exclusive, non-transferable, revocable license to: Access the Services.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever without our express prior written permission.

If you wish to use the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to help@telgea.com. If we ever grant you permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms, and your right to use our Services will terminate immediately.

9.3 Your Submissions and Contributions

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign all intellectual property rights to us in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and

dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

Contributions: The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ("Contributions"). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services.

9.4 When You Post Contributions, You Grant Us a License

By posting any Contributions, you grant us a perpetual, irrevocable, worldwide, nonexclusive, transferable, royalty-free license to use them in any way. This includes using, copying, reproducing, distributing, selling, publishing, displaying, performing, translating, modifying, creating derivative works, and otherwise exploiting your Contributions — in whole or in part — for any purpose, including commercial and advertising.

We may use and distribute your Contributions in any media or format, and this license covers your name, image, voice, company name, franchise name, trademarks, service marks, trade names, logos, and any personal or commercial images you provide.

9.5 Your Responsibilities When You Post or Upload

By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

1. Confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission or Contribution that is:
 - Illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading.
2. To the extent permissible by applicable law, waive any moral rights to any such Submission and/or Contribution.
3. Warrant that any such Submission and/or Contributions are original to you, that you have the necessary rights and licenses to submit such Submissions and/or Contributions, and that you have full authority to grant us the above-mentioned rights about your Submissions and/or Contributions.
4. Warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions, and you expressly agree to reimburse us for any losses that we may suffer because of your breach of:

- (a) This section.
- (b) Any third party's intellectual property rights.
- (c) Applicable law.

9.6 We May Remove or Edit Your Content

Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if, in our reasonable opinion, we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may suspend or deactivate your account and report you to the authorities.

9.7 Copyright Infringement

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please refer immediately to the "COPYRIGHT INFRINGEMENTS" section below.

10. Disclaimer of Warranties and Limitations of Liability

The Services are provided on an “as is” and “as available” basis, except as expressly stated in the Agreement.

To the maximum extent permitted by Applicable Law, Telgea disclaims all implied warranties, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

Neither Party shall be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, revenue, or data, arising out of or in connection with the Agreement, even if advised of the possibility of such damages.

Telgea’s total aggregate liability arising out of or in connection with the Agreement shall not exceed the total Charges paid by the Customer during the twelve (12) months preceding the event giving rise to the claim.

Nothing in the Agreement limits liability for fraud, willful misconduct, or liability that cannot be limited under Applicable Law.

11. Indemnification

11.1 Indemnification by Telgea

Telgea agrees to indemnify, defend, and hold the Customer harmless against any third-party claims, liabilities, or damages arising from:

1. Telgea's gross negligence or willful misconduct in providing Services under this Agreement.
2. Violations of applicable telecommunications laws by Telgea in connection with the Services.

Telgea's liability under this indemnification is subject to the limitations outlined in Section 11.

11.2 Indemnification by the Customer

The Customer agrees to indemnify, defend, and hold Telgea harmless from any claims, liabilities, damages, or expenses, including reasonable attorney fees, arising from:

1. The Customer's or its Users' misuse of Services or breach of this Agreement.
2. Violations of any Applicable Laws or regulations by the Customer or its Users.
3. Claims related to the Customer's failure to obtain necessary consent to share Personal Data with Telgea.
4. The Customer's Contributions or use of the Services, including any:
 - Breach of these Legal Terms.
 - Breach of representations and warranties outlined in these Legal Terms.
 - Violation of the rights of a third party, including intellectual property rights.
 - Overt harmful acts toward any other Services user with whom the Customer connected via the Services.

11.3 Conditions of Indemnification

To receive indemnification under this Section, the indemnified Party must:

1. Promptly notify the indemnifying Party in writing of the claim or action.
2. Provide all necessary information and reasonable assistance for the defense or settlement of the claim.
3. Allow the indemnifying Party to control the defense and settlement of the claim, except that the indemnifying Party may not settle any claim in a manner that imposes obligations or liabilities on the indemnified Party without prior written consent.

Notwithstanding the foregoing, Telgea reserves the right, at the Customer's expense, to assume the exclusive defense and control of any matter for which the Customer is required to indemnify Telgea. At its own expense, the Customer agrees to cooperate with Telgea's defense of such claims. Telgea will use reasonable efforts to notify the Customer of any claim, action, or proceeding subject to this indemnification upon becoming aware.

11.4 Exclusions from Indemnification

Telgea is not liable for claims or damages arising from:

1. The Customer's misuse of Services outside the scope of this Agreement.
2. Violations of third-party intellectual property rights caused by the Customer's customization or modification of Services.
3. Claims resulting from the Customer's failure to comply with local laws, including those outlined in Section 7.

11.5 Additional Remedies

1. The indemnified Party retains the right to employ its own counsel at its own expense to defend any claim.
2. The indemnifying Party's obligations under this Section are not exclusive and are in addition to any other remedies available under Applicable Law.

12. Governing Law and Dispute Resolution

Unless otherwise required by Applicable Law, this Agreement is governed by the laws of the State of Delaware, without regard to its conflict of law principles.

Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in the State of Delaware.

Nothing in this section prevents either Party from seeking injunctive or equitable relief in any competent jurisdiction.

13. Mobile Application License

13.1 Use License

If you access the Services via the App, we grant you a revocable, non-exclusive, non-transferable, limited license to install and use the App on your owned or controlled wireless devices and to access it strictly under these Legal Terms.

You shall not:

1. Decompile, reverse engineer, disassemble, derive source code from, or decrypt the App except as permitted by law.
2. Modify, adapt, improve, enhance, translate, or create derivative works of the App.
3. Violate any applicable laws in your access or use of the App.
4. Remove, alter, or obscure any proprietary notices from us or our licensors.
5. Use the App for revenue-generating purposes, commercial enterprises, or any use for which it was not designed.
6. Make the App available over a network allowing access by multiple devices or users simultaneously.
7. Use the App to create any product, service, or software that competes with or substitutes for the App.
8. Use the App to send automated queries or unsolicited commercial emails.
9. Use our proprietary information, interfaces, or other intellectual property to design, develop, manufacture, license, or distribute applications, accessories, or devices for use with the App.

13.2 Apple and Android Devices

The following terms apply when you access the Services through our App obtained from the Apple App Store or Google Play (each an “App Distributor”):

- You receive a non-transferable license to use the App only on devices running iOS or Android, in accordance with the applicable App Distributor’s terms.
- We, not the App Distributors, are responsible for any required maintenance or support. App Distributors have no obligation to provide such services.
- If the App fails to meet any applicable warranty, you may notify the relevant App Distributor, which may refund the purchase price (if any) according to its policies. To the maximum extent permitted by law, App Distributors have no further warranty obligations.

- You represent that (i) you are not located in a country subject to a US embargo or designated as supporting terrorism, and (ii) you are not on any US government restricted-party list.
- You must comply with all applicable third-party terms when using the App (for example, wireless data or VoIP service agreements).
- You acknowledge that App Distributors are third-party beneficiaries of this mobile application license and may enforce these terms against you.

14. Miscellaneous

14.1 Entire Agreement

This Agreement, including all exhibits, schedules, and incorporated documents, constitutes the agreement between the Parties concerning its subject matter. It supersedes any prior or contemporaneous agreements, communications, or understandings, whether written or oral.

14.2 Amendments

Any amendments to this Agreement must be made in writing and signed by authorized representatives of both Parties.

14.3 Severability

If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect. The Parties agree to negotiate in good faith to replace any unenforceable provision with one that achieves the original intent as closely as possible.

14.4 Force Majeure

- Neither Party will be liable for any delay or failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, natural disasters, war, terrorism, labor disputes, government actions, or network outages caused by third parties.
- The affected Party must promptly notify the other Party of the force majeure event and resume performance as soon as feasible.

14.5 Assignment

- The Customer may not assign or transfer this Agreement or any rights or obligations under it without Telgea's prior written consent, which will not be unreasonably withheld.
- Telgea may assign or transfer this Agreement to an Affiliate or successor without the Customer's consent, provided such assignment does not materially impact the Customer's rights.

14.6 Relationship of the Parties

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or fiduciary relationship between the Parties.

14.7 No Third-Party Beneficiaries

This Agreement does not confer rights or remedies on any third party except as explicitly stated herein.

14.8 Waiver

Failure or delay by either Party to enforce any provision of this Agreement does not constitute a waiver of that provision or any other provision. Any waiver must be expressly stated in writing.

14.9 Survival

Provisions of this Agreement that, by their nature, should survive termination or expiration (e.g., Confidentiality, Indemnification, Limitation of Liability, Governing Law) will continue in effect.

14.10 Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and constitute the same instrument. Signed electronic copies will be considered legally binding to the same extent as original documents.

14.11 Headings

Headings are included for convenience only and will not affect the interpretation of this Agreement.

14.12 Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason without notice at our sole discretion. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services. We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you.

You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

15.13 Electronic Communications, Transactions, And Signatures

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, and on the Services satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS AND ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction that require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

15.14 SMS Text Messaging

If at any time you wish to stop receiving SMS messages from us, simply reply to the text with "STOP."

You may receive an SMS message confirming your opt-out.

Please be aware that message and data rates may apply to any SMS messages sent or received. Your carrier and the specifics of your mobile plan determine the rates.

If you have any questions or need assistance regarding our SMS communications, please email us at help@telgea.com

Appendix 1 – US International Calling Terms

1. Scope

These International Calling Terms apply to international calling services initiated from **US-based telephone numbers** provided by Telgea (“International Calling”). The service relies on underlying carrier networks and third-party providers and is subject to their technical, operational, and regulatory limitations.

2. Service Features

International Calling from US numbers may be provided through:

- Bundled international calling features included with a mobile plan
- Add-on international calling packages
- Usage-based international calling charged per destination and usage

Available destinations, rates, minute limits, and features may vary and are determined by Telgea and its underlying carriers. Telgea may modify destinations, pricing, or usage limits in accordance with the Agreement.

3. Fair and Reasonable Use

International Calling services, including any unlimited or bundled offerings, are subject to fair and reasonable use.

“Unlimited” does not mean excessive, abusive, or unreasonable usage. Telgea may apply reasonable usage thresholds, destination limits, or other controls to prevent misuse, fraud, or network abuse.

Usage patterns inconsistent with normal business voice communications may be deemed abusive.

4. Prohibited Uses

International Calling from US numbers may **not** be used for:

- Call centers, telemarketing, robocalling, autodialing, or mass calling
- Conference bridges, monitoring services, or broadcast services
- Resale, redistribution, or providing calling services to third parties
- Automated systems, machine-generated calls, or traffic pumping
- Any unlawful, fraudulent, or deceptive activity

5. Usage Controls and Suspension

Telgea may suspend, restrict, or terminate International Calling, in whole or in part, without prior notice if:

- Usage exceeds fair or reasonable limits
- Fraudulent, abusive, or unlawful usage is suspected
- Required by underlying carriers or applicable law
- Necessary to protect network integrity or service availability

Suspension does not relieve the Customer of payment obligations for Charges incurred prior to suspension.

6. Service Availability

International Calling is provided on a best-effort basis. Telgea does not guarantee uninterrupted availability, call quality, or connectivity, as these depend on underlying carrier networks and international routing.

7. Emergency Calling

International Calling from US numbers is not a replacement for local or cellular emergency calling services. Emergency calls (e.g., 911) may not be supported while using International Calling. Users should rely on their local mobile service for emergency communications.

8. Changes to International Calling

Telgea may modify, suspend, or discontinue International Calling features, destinations, or usage limits where required by underlying carriers, regulatory changes, or operational considerations, in accordance with the Agreement.

9. Relationship to the Agreement

These International Calling Terms (US Numbers) are incorporated into and form an integral part of the Agreement. In the event of a conflict, the Agreement shall prevail.

Appendix 2 – Acceptable Use Policy

1. Scope

This Acceptable Use Policy (“AUP”) governs the Customer’s and its Users’ access to and use of the Services. This AUP is incorporated into and forms an integral part of the Agreement.

The Customer is responsible for ensuring that all Users comply with this AUP.

2. General Use Requirements

The Services may only be used:

- In compliance with all applicable laws and regulations
- For legitimate business purposes
- In accordance with the Agreement and this AUP

The Customer must not permit any use of the Services that is unlawful, abusive, fraudulent, or that negatively impacts Telgea, its network, underlying carriers, or other customers.

3. Prohibited Activities

The Customer and its Users must not, directly or indirectly:

3.1 Security and System Misuse

- Circumvent, disable, or interfere with security-related features of the Services
- Attempt to gain unauthorized access to accounts, systems, or data
- Introduce malware, viruses, or other harmful code
- Use automated systems to access the Services without authorization
- Systematically extract, scrape, or harvest data from the Services
- Reverse engineer, decompile, disassemble, or attempt to discover source code or underlying algorithms, except as permitted by applicable law

3.2 Abuse, Misrepresentation, and Misconduct

- Impersonate any person or entity
- Harass, threaten, intimidate, abuse, or harm any person
- Misuse support services or submit false or misleading reports
- Disparage, intentionally harm, or undermine Telgea or the Services

3.3 Commercial and Competitive Misuse

- Resell, sublicense, distribute, or make the Services available to any third party without authorization
- Use the Services to compete with Telgea
- Use the Services for unauthorized commercial, revenue-generating, or resale purposes
- Transfer, sell, or assign user accounts or access credentials.

3.4 Data and Privacy Violations

- Intercept or access data not intended for the Customer or its Users
- Access, alter, damage, disclose, or destroy another party's data without authorization

4. Fair and Reasonable Use

The Services are subject to fair and reasonable use.

Usage patterns that are excessive, abusive, or inconsistent with normal business use may be restricted, limited, or suspended. Telgea may apply reasonable technical or operational controls to protect service integrity, network stability, and compliance with carrier or regulatory requirements.

5. Enforcement

If Telgea reasonably determines that the Customer or any User has violated this AUP, Telgea may, without prior notice:

- Suspend or restrict access to the Services
- Disable accounts or specific features
- Terminate the Agreement in accordance with its terms
- Take technical or administrative measures necessary to prevent harm or abuse

Telgea may report unlawful activity to relevant authorities where required by law.

6. No Liability for Enforcement Actions

Telgea is not liable for actions taken in good faith to enforce this AUP or to protect the Services, network integrity, users, or compliance with applicable law.

7. Relationship to the Agreement

In the event of a conflict between this AUP and the Agreement, the Agreement shall prevail.