



Version Control

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Owner	Head of Operations
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Terms and Conditions relating to IoT Connectivity Services.

1. INTERPRETATION

1.1 Definitions

In these Terms and Conditions, the following definitions apply:

Airtime Provider: the relevant mobile network operator or wireless communications service provider.

Services: the services to be supplied by the Company to the Service Customer being any or all of the Mobile Services and/or IoT Connectivity Service, as the case may be, and Service shall be construed accordingly.

Service Customer: As defined in the Services Order Form

Company: Fidelity Group Limited a company registered in England and Wales with company number 6765669 of 37/41 Bedford Row, London, WC1R 4JH.

2. TERMS APPLICABLE TO IoT CONNECTIVITY SERVICES

2.1 Quantification of Data Amounts

Data used by the Service Customer shall be calculated based on the one (1 MB) megabyte of data consisting of one thousand and twenty-four kilobytes (1024 kB) of data.

2.11 Data Refresh Rate

Data received from Airtime Providers is generally made available every 24 hours. If the Service Customer has a specific requirement, this must be set out explicitly within the Services Order Form.

2.2 Data Limitations

Given the offline charging employed by the Company, the Company cannot enforce data limitations for traffic fast enough to guarantee a hard cap on data volumes. The Service

Customer acknowledges and agrees that the Company will not issue any credits or other compensation caused by excessive data usage.

2.3 SIM Abuse

If a SIM is continuously active on a third-party mobile network, and if such activities are not acceptable to the associated Airtime Provider, the Company shall inform the Service Customer of same. If the Service Customer is not able to remedy the constraints raised, the Company may terminate or change the provision of services wholly or in part, on thirty days prior notification or based on the Airtime Provider's notice period. The Service Customer acknowledges and that the Company does cannot carry the risk nor any liability associated with a corresponding disconnection of a SIM. For the avoidance of any doubt, this may apply to a continuously roaming SIM card meaning a SIM card that roams, or is active on third party mobile networks, all the time that the mobile device is or has been active.

2.4 Unsuitable Use

The use of the SIM Card in any of the following devices, equipment, applications or environments where failure or malfunction can reasonably be expected to result in personal injury, death or severe property or environmental damage as further defined herein (hereinafter referred to as 'Unsuitable Use'): usage in military, Offshore Usage, usage in Aircraft Products, usage in outer space or in any nuclear facility, usage in life support systems used to sustain the life of critically injured or ill persons in an intensive care setting, including without limitation, feeding tubes and defibrillators and usage in implantable medical devices. For purposes of Unsuitable Use, the following definitions shall apply:

"Aircraft Products" means usage of a SIM Cards in an M2M Application in any aircraft (including missiles, spacecraft, satellites and any ground control or support equipment intended for use in connection therewith) and any other goods, products or services specifically intended for use in the manufacture, repair, service, operation, or maintenance of any aircraft.

"Offshore Usage" means usage of a SIM Card in an M2M Application on any fixed or floating "structures" or any group of "structures" located off the coast anywhere in the world.

"Structures" includes all associated components and equipment located in, on or under water, including but not limited to:

- a. Fixed or mobile production facilities to produce oil or gas;
- b. Offshore drilling installations;
- c. Offshore wind energy installations;
- d. Underwater telecommunication or power lines; and
- e. Underwater oil and gas pipes.

2.5 Number allocation and retention

The Company shall be entitled to change a number in the case of changes in a national number plan, changes in the number allocation by a relevant regulatory authority (such as Ofcom in the case of the United Kingdom) and changes in a service and/or Airtime Provider, or in other cases which the Company in its sole discretion deem necessary. Any such changes shall take effect on 30 days' prior written notice unless an earlier change is deemed necessary at the sole discretion of the Company.

2.6 Roaming Charges

Service Customer confirms and agrees that the Service Customer has been made fully aware by the Company of the applicable EU regulation concerning roaming charges. The parties agree that in specific deviation of any local regulations and laws, the Service Customer shall not receive a SMS notification of the applicable roaming tariffs when crossing borders within the EU and/or outside the EU.

2.7 Deactivation and removal of inactive SIMs

If a SIM has been deactivated by the Service Customer, the SIM will be maintained in a deactivated state in the Company's inventory for 90 days (**Deactivated SIM**) at which time the Company may change the status of a Deactivated SIM to a retired state (**Retired SIM**). After 60 days, a Retired SIM may be purged from Service Customer's account without any written notice.

If the Service Customer wishes to retain a Deactivated SIM or a retired SIM it shall notify the Company in writing and the Company will change the state of the SIM back to an active state.

For the avoidance of doubt, please note that a purged SIM cannot be reactivated.

The Service Customer acknowledges and agrees that the Company shall be entitled to raise termination charge for any Retired SIMs that are purged based on the following calculation:

Rental charge for the Retired SIM multiplied by the remaining months in the minimum term as set out in the Service Order.

2.8 Use

The Service Customer is not permitted to misuse a SIM or IoT Connection and/or Service directly or indirectly, for example (but not limited to) by carrying out activities:

- that, contrary to the intention of the Service, limit the amounts owed to the Company by the Service Customer or a third party;
- that cause malfunctions in Services, related services, mobile networks and/or other (computer) networks or telecommunications infrastructures, or that cause a nuisance to them or unforeseen use of them;
- that harass or threaten third parties or that intrude upon their private lives in some other way;

- that conflict with the applicable legislation and regulations, including the national number plans;
- that infringes the intellectual property rights of third parties.

If in the Company's opinion, it is necessary, the Company may immediately take a SIM (temporarily) out of a service, wholly or in part.

2.9 Additional Services

Any additional services ordered by Service Customer such as VPNs or APNs shall have the same term in months as the minimum term for the SIM as set out in the relevant Service Order.

2.10 Service Customer Hardware

The Service Customer shall be responsible for selecting, obtaining, and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Service.

The Service Customer shall ensure that the equipment shall meet all necessary statutory requirements and industry standards. The Service Customer accepts and agrees that all consequences, including financial consequences, of using devices that do not meet these are solely at the expense and risk of the Service Customer.

The Service Customer shall also be responsible for maintaining the security of the equipment, the Service Customer account, passwords (including but not limited to administrative and user passwords) and files. The Service Customer shall be solely responsible for the use of Services (and all associated charges), if the use occurred with or without Service Customer's knowledge or consent and with or without the Service Customer's authorisation.

The Company Supplier requires that the modem in all equipment to be used with a SIM card must be GCF certified (Global Certification Forum). The Company may require the Service Customer to adhere to further requirements regarding the device software. The Company shall inform the Service Customer of such further requirements if appropriate. The Service Customer is always and solely responsible for any certifications required. Uncertified hardware cannot and will not be accepted on the Network. If the equipment is not certified within 6 (six) months, the Service Customer shall pay a fee to the Company Supplier in respect of all relevant costs (direct and indirect) incurred due to disconnecting a SIM because of not meeting the certification requirements, including the loss in revenues of the Company.

If a Connection has been deactivated, Service Customer shall be solely responsible for the subsequent behaviour of the equipment in relation to possible traffic or (mobile) usage. If the hardware continuously attempts to reconnect to the Network, the Company shall notify the Service Customer in writing and the Service Customer shall remedy this situation within one month of the notification.

2.10 Data Storage

The Service Customer shall comply with the data policy which is available on the Company Website.

2.12 Data Pooling

The Service Customer acknowledges and agrees that if data pooling is selected on the vM2M portal, an additional charge shall be levied based on the individual rental charges for the SIM included within the data pool, such additional charge not to exceed 20%.