

Acceptable Use Policy

The Customer must, and must ensure that all Customer Affiliates, at all times comply with this Acceptable Use Policy when using the Services. Except as otherwise set out in this Acceptable Use Policy, defined terms will have the meanings given to them in the MSA.

The Customer must notify Velos IoT as soon as reasonably practicable of any violation of this Acceptable Use Policy and must cooperate in any efforts to stop or remedy the violation. Failure to comply with this policy may result in Services being suspended or terminated.

1 Use of the Services

1.1 The Customer is responsible for all use of the Services by Customer Affiliates and their employees, consultants, service providers and any person permitted by the Customer to access or use the Services.

1.2 The Customer must observe and comply (and must ensure that all Customer Affiliates comply) with:

(i) all applicable laws, regulatory requirements, instructions from regulatory authorities or law enforcement agencies (including for lawful intercept and cybersecurity purposes), and codes of practice (including obligations applicable if any related service offered by the Customer means that either Velos IoT and/or a Customer is a provider of electronic communications, telecommunications, value added or related services);

(ii) any acceptable use policies and fair use policies of any network provider(s) who provides underlying connectivity services used by any Customer Entity, such policies as applicable at the relevant time being available upon the Customer's request to Velos IoT from time to time;

(iii) any reasonable instructions (including specifications and training) notified to the Customer by Velos IoT and/or the relevant network provider(s) from time to time for the use and/or marketing of the Services or which in Velos IoT or any network provider's reasonable opinion prevent: (i) the transmission of illegal material; or (ii) the systems from being impaired or damaged.

1.3 The Customer must:

(i) meet the relevant technical and security standards required for the receipt and any onward provision of the Services from time to time;

(ii) only market to and solicit Customer Affiliates in relation to its provision of Services using staff contracted to or employed directly by itself;

(iii) notify Velos IoT reasonably in advance of any proposals for the provision of goods,

services and/or software to Customer Affiliates which include Services and, where requested by Velos IoT, identify Velos IoT (and, as requested by Velos IoT, the relevant network provider(s)) in proposals to Customer Affiliates which include Services; and

(iv) not act or omit to act in any way which will or may place Velos IoT and/or the relevant Network provider(s) in breach of any provisions of applicable law, a code of practice and/or any other licences or authorisations applicable to Velos IoT and/or the relevant network provider(s), and co-operate fully with Velos IoT to enable Velos IoT and/or the relevant network provider(s) (as the case may be) to comply with all of the same.

2 Unacceptable Use

2.1 The Customer shall not, and shall ensure that its Customer Affiliates shall not, throughout the term and after termination of the Agreement, use the Services (or allow them to be used) in any way:

(i) that:

(a) is illegal or unlawful in any relevant country (in such circumstances Velos IoT may report the incidents to the police or any other relevant official organisation);

(b) infringes the intellectual property rights of any person, including reverse engineering, disassembling or decompiling (or otherwise attempting to obtain the source code of) any software (including on a SIM);

(c) is fraudulent;

(d) disrupts the functioning of any network or system, including transferring data in unreasonable quantities or frequencies;

(e) disrupts the access of any third party to any network or system;

(f) consumes disproportionate (depending on the specific state of the network at any given time) or excessive amount of available network resources (as compared to a typical user of the Services) resulting in the potential to disrupt or degrade the network or Services or network usage by others;

(g) transmits software viruses or other disabling or damaging programs;

(h) is intended to gain, or attempt to gain, unauthorised access to any network or system;

(i) intercepts a third party's communications; or

(j) brings Velos IoT or any Network provider into disrepute;

(ii) to receive, transmit or store data which is:
(a) offensive, obscene or indecent;

(b) defamatory, threatening or discriminatory;

(c) infringing the intellectual property rights or privacy rights of any person;

(d) artificially inflated traffic; or

(e) illegal or unlawful in any way;

(iii) which will or may injure or damage any persons or the property of any persons (whether or not employees, agents or representatives of Velos IoT or any one or more network providers), the systems or howsoever cause the quality of the Services to be impaired;

(iv) which will or may place Velos IoT and/or the relevant network provider(s) in breach of any provisions of applicable law, a code of practice and/or any other licences or authorisations applicable to Velos IoT and/or the relevant network provider(s) and the Customer shall, and shall ensure that its Customer Affiliates shall, co-operate fully with Velos IoT to enable Velos IoT and/or the relevant network provider(s) (as the case may be) to comply with all of the same; and

(v) which permits any third party (except to the extent permitted by applicable law) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt, or otherwise make derivative works to, or make error corrections to the Services in whole or in part.

2.2 Acceptable Usage Policy – for certain Services, particularly those sold with “unlimited” usage, Velos IoT implements an acceptable usage policy. Inappropriate usage in breach of this acceptable usage policy (in addition to the above unacceptable use) would be considered as the following:

(i) Any usage outside normal commercial practice;

(ii) Any usage in devices which are not authorised by Velos IoT;

(iii) Any usage made via automated means; and

(iv) data usage where end users regularly tether to 12 or more devices or have used more than the per connection per month threshold (detailed in the Rate Card under inclusive usage) twice within a 6 month period.

2.3 Velos IoT may investigate usage in order to ascertain whether a Customer's usage is in line with paragraph 2.1 and any acceptable usage policy where relevant under paragraph 2.2. Where the Customer's use is in breach of this Acceptable Use Policy, Customer shall indemnify Velos IoT against any costs, claims and expenses Velos IoT incurs. If Velos IoT reasonably suspects that Customer's usage is in breach of paragraph 2.1 and/or the acceptable usage policy where relevant under paragraph 2.2, Velos IoT reserves the right to right, based on the severity of the misuse, to restrict Services, or to suspend or terminate the Services.

3 Fraudulent Traffic

3.1 The Customer shall not, and shall ensure that Customer Affiliates shall not throughout the term of the Agreement use the Services for distributing fraudulent, deceptive, malicious, harmful, illegal or disruptive traffic (“Fraudulent Traffic”).

3.2 Indicators that could be used as reference to determine Fraudulent Traffic may include but are not limited to the following:

(i) high share of traffic generated from a limited number of SIM-cards/A-Numbers/IMSI;

(ii) high share of traffic to unusual service numbers (e.g. premium rate numbers, value added service numbers, conference service

numbers, Satellite Networks, etc.) or to high cost third country other than to the HPMN network. Typically, it will be to a few B-numbers or B-Number ranges;

(iii) calls made with a high frequency;

(iv) calls with a long duration; and

(v) call attempts with a high frequency (generation of high signalling traffic).

4 Machine to Machine Services

4.1 The Customer shall ensure (and use all reasonable endeavours to ensure that Customer Affiliates ensure) that any Services supplied under the Agreement shall be used solely in relation to Machine to Machine Services and shall not use the Services to take any action that:

(a) involves the transmission of voice (including VOIP) unless expressly agreed otherwise (see section 6 below);

(b) involves providing any service via the Services that allows an end user or other person to access a publicly addressable destination (i.e. public IP address) including through the use of a proxy, tunnelling, a gateway or routing;

(c) would violate copyright, a trademark, a trade secret or other property rights of any third party;

(d) could interfere with other users' use of Velos IoT's and/or the relevant network provider(s)' network;

(e) involves the addition, removal or modification of identifying network header information in an effort to deceive;

(f) uses the Services to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Velos IoT's and/or the relevant Network provider(s)' or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;

(g) uses the Services or software related to internet relay chat ("IRC"), peer to peer file

sharing ("P2P"), bit torrent, game servers or proxy server network;

(h) involves spamming or the sending of bulk unsolicited emails or commercial messages or maintaining an open SMTP relay; and/or

(i) could lead directly to death, personal injury, or severe physical injury or environmental damage (for example life support machines) due to the failure of the Product(s).

5 Equipment

5.1 The Customer must ensure that all equipment that is connected to the network is compatible with the network, has the certifications required by the relevant carrier and is suitable for Customer's intended purposes. Velos IoT is not responsible for the installation and functioning of the Customer's equipment and/or end user equipment.

5.2 The Customer must not use any equipment that has not been approved for use in connection with the Services by Velos IoT and the relevant network provider(s). If the Customer is not sure whether the Customer's equipment and/or End User equipment is so approved, it must notify Velos IoT immediately.

5.3 The Customer must comply with any technical and security requirements and the reasonable instructions (including in relation to regulatory requirements) issued by any telecommunications services provider who provides underlying connectivity services used by the Customer. Velos IoT reserves the right, at its sole and absolute discretion, to require the Customer to satisfy Velos IoT that any equipment to be used in connection with the Services is fit for purpose and suitable and the Customer undertakes to Velos IoT to comply with Velos IoT's testing and other requirements in respect of the same.

6 VOIP

6.1 The Customer shall not use the SIMs or the SIM Services for Internet phone calls (Voice Over Internet Protocol (VOIP)) unless agreed in writing by Velos IoT at its sole discretion. Any unagreed VOIP usage may result in the connection being terminated at Velos IoT's discretion.

6.2 If Velos IoT agrees to the use of VOIP, the Customer must comply with any relevant

requirements of applicable laws and regulatory authorities (including in respect of emergency calling) and any other requirements notified to it in writing by Velos IoT.

