Millbeck Communications Limited

Acceptable Use Policy

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Acceptable Use Policy

The Customer must, and must ensure that all Customer Entities, at all times comply with this Acceptable Use Policy when using the Products. Except as otherwise set out in this Acceptable Use Policy, defined terms will have the meanings given to them in the General Terms. The Customer must notify Millbeck Communications 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 Products being suspended or terminated. This policy is subject to change by Millbeck Communications from time to time in accordance with clause 13.4 (Change to General Terms and Product Schedules) of the General Terms.

1 Use of the Services

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

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

(i) all Applicable Laws, 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 Millbeck Communications 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 Millbeck Communications from time to time;

(iii) any reasonable instructions (including specifications and training) notified to the Customer by Millbeck Communications and/or the relevant Network Provider(s) from time to time for the use and/or marketing of the Products or which in Millbeck Communications 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 Products from time to time;

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

(iii) notify Millbeck Communications reasonably in advance of any proposals for the provision of goods, services and/or software to Customer Entities which include Products and, where requested by Millbeck Communications, identify Millbeck Communications (and, as requested by Millbeck Communications, the relevant Network Provider(s)) in proposals to Customer Entities which include Products; and

(iv) not act or omit to act in any way which will or may place Millbeck Communications 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 Millbeck Communications and/or the relevant Network Provider(s), and co-operate fully with Millbeck Communications to enable Millbeck Communications 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 Entities shall not, throughout the Term and after termination of the Agreement, use the Products (or allow them to be used) in any way:

(i) that: (a) is illegal or unlawful in any relevant country (in such circumstances Millbeck Communications 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) transmits software viruses or other disabling or damaging programs; (g) is intended to gain, or attempt to gain, unauthorised access to any network or system; (h) intercepts a third party's communications; or (i) brings Millbeck Communications 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 Millbeck Communications or

any one or more Network Providers), the Systems or howsoever cause the quality of the Products to be impaired;

(iv) which will or may place Millbeck Communications 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 Millbeck Communications and/or the relevant Network Provider(s) and the Customer shall, and shall ensure that its Customer Entities shall, co-operate fully with Millbeck Communications to enable Millbeck Communications 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 Products in whole or in part.

2.2 **Acceptable Usage Policy** – for certain Products, particularly those sold with "Unlimited" usage, Millbeck Communications 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 Millbeck Communications;

(iii) Any usage made via automated means (also see Gateway section below); 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 Tariff Addendum under inclusive usage) twice within a 6 month period.

2.3 Millbeck Communications 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. If Millbeck Communications 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, Millbeck Communications reserves the right to right, based on the severity of the misuse, to restrict Services, or to suspend or terminate the Services pursuant to clauses 22.1(f) (Suspension) and 23.4(d) (Termination) of the General Terms.

3 Fraudulent Traffic

3.1 The Customer shall not, and shall ensure that Customer Entities shall not throughout the Term use the Products 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/IMSIs;

(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 Bnumbers 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 Entities ensure) that any Products supplied under the Agreement shall be used solely in relation to Machine to Machine Services and shall not use the Products to take any action that:

(a) involves the transmission of voice (including VOIP) unless expressly agreed otherwise (see section 7 below);

(b) involves providing any service via the Products 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 Millbeck Communications 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 Products to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Millbeck Communications

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 Products 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 and suitable for Customer's intended purposes. Millbeck Communications 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 Products by Millbeck Communications 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 Millbeck Communications 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. Millbeck Communications reserves the right, at its sole and absolute discretion, to require the Customer to satisfy Millbeck Communications that any equipment to be used in connection with the Products is fit for purpose and suitable and the Customer undertakes to Millbeck Communications to comply with Millbeck Communications testing and other requirements in respect of the same.

6 Gateways

"GSM Gateway" means any equipment containing a SIM which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.

6.1 The Customer shall not connect itself, nor allow any Customer Entity to connect, any GSM Gateways to the Systems: (i) where it is illegal to do so under applicable law (which may include the provision of electronic communication services to a third party);

or (ii) where it is legal to do so under Applicable Law, without the prior written consent of Millbeck Communications, which may be withheld at Millbeck Communications absolute discretion and which will be subject to compliance with Millbeck Communications policy on GSM Gateways as notified to the Customer from time to time.

6.2 The Customer shall cooperate with Millbeck Communications at all times to ensure that any GSM Gateways that have been authorised by Millbeck Communications and are connected to the Systems are and remain compliant with Applicable Law and Millbeck Communications policies.

6.3 If the Customer becomes aware that any of its End Users or third parties have established, installed or are using a GSM Gateway in an illegal manner, in breach of the Agreement or in breach of Millbeck Communications policies (as advised to the Customer from time to time), the Customer shall notify Millbeck Communications immediately and shall upon request from Millbeck Communications provide to it all technical details of the GSM Gateway and its use.

6.4 The Customer shall comply with Millbeck Communications instructions to facilitate the disconnection of any GSM Gateway that breaches this section 6. Millbeck Communications may require the Customer to repay to Millbeck Communications any payments or bonuses paid to it in connection with GSM Gateways that are discontinued subject to this section 6.4.

6.5 Millbeck Communications may alter or amend the contractual terms or commercial policy relating to GSM Gateways at Millbeck Communications discretion by giving no less than twenty (20) Business Days' prior notice.

7 VOIP

7.1 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 Millbeck Communications at its sole discretion. Any unagreed VOIP usage may result in the connection being terminated at Millbeck Communications discretion.

7.2 If Millbeck Communications 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 Millbeck Communications.