

onecom

IoT Service Terms

1 General

These IoT Service Terms should be read in conjunction with all other terms of the Contract.

2 Interpretation

2.1 Terms defined in the Contract and used in these IoT Service Terms shall have the meaning set out in the Contract. The following definitions shall also apply:

Allowance	the included data, SMS, CSD and / or voice allowance applicable to each Connection on a Tariff
Connection	an end user/device connection to the relevant Network such that the end user/device is capable of accessing and utilising the IoT Service
CSD	circuit switch data
GSM	global system for mobile communication
Initial Base	the aggregate number of Connections (on the applicable tariff(s)) as set out in an Order Form
Initial Base Connection	each Connection within the Initial Base
Initial Base Connection Date	the earlier of: <ul style="list-style-type: none">(i) the date upon which the entirety of the Initial Base is connected to and live on or upgraded on (as the case may be) the Network; and(ii) the Longstop Date
IoT Services	a solution that provides connectivity for devices (including remote equipment for sensors, monitoring applications, connectivity and radio interfaces) to the Networks that are available to the Customer for the relevant SIM
IoT Support Services	the IoT account management services provided by Onecom, which are ancillary to the IoT Services
Longstop Date	the date falling two months from (and including) the Effective Date
Overage Rate	a charge for usage by a Connection outside of the Allowance (or other allowance set out in the Order Form) as detailed in the Rate Card
Rate Card	the rate card (as may be amended by Onecom from time to time), which details the terms for a particular Tariff (including Overage Rates), which shall be available at https://www.onecom.co.uk/hubfs/0492-01-ONC-IoT-Rate-Card-

[Update-2024-v1.0.pdf](#) (or any other online address that Onecom advises the Customer of) or provided to the Customer

Services	the IoT Services and the IoT Support Services
Service Commencement Date	the Initial Base Connection Date
SIM	subscriber identity module which is an electronic memory device for storing user specific data to allow controlled and secure use of device hardware on a Network
Tariff	has the meaning given in clause 5.1
Third Party Operator	the provider of electronic communications services over or through which Onecom may provide the Services
VoIP	voice over internet protocol

2.2 The rules of interpretation set out in the Contract apply to these IoT Service Terms.

3 Minimum Term

3.1 Unless otherwise specified in an Order Form, the Minimum Term applies to each Connection.

3.2 The Minimum Term in respect of:

3.2.1 the Initial Base, shall commence on the Service Commencement Date; and

3.2.2 any Additional Connections, shall commence on the date upon which such Additional Connection is connected to and live on or upgraded on (as the case may be) the Network.

3.3 In the event the Initial Base is not connected by the Longstop Date, Onecom shall immediately connect all remaining Initial Base Connections as new Connections.

4 SIMs

Unless stated otherwise in the Order Form, Onecom shall supply a SIM for each Connection.

5 Tariffs

5.1 The tariff(s) applicable to the Connections are detailed in the Order Form (the **Tariffs**) and shall consist of:

5.1.1 a total monthly recurring charge per Connection;

5.1.2 a monthly Allowance; and

5.1.3 an Overage Rate,

each of which is detailed in the Order Form.

5.2 If the Customer does not use the full monthly Allowance for any Connection, any remaining Allowance for that month cannot be rolled over to subsequent months.

5.3 Usage measurement and billing increments:

5.3.1 Data usage is measured in kilobytes and billed on a per megabyte or gigabyte basis.

5.3.2 Where SMS is enabled, SMS usage is billed on a per message basis.

5.3.3 Where voice is enabled, usage is billed on a per minute basis (rounded up to the nearest minute).

5.3.4 CSD usage is measured per minute and billed on a per megabyte basis.

5.4 The Customer's data usage shall be based on the amount of data that travels over the Network, which may differ from the data the Customer and/or the Customer's device consumes.

6 Roaming

6.1 Unless specified in the Order Form, the Customer is not permitted to roam outside of the UK with the Service or any part thereof. If the Customer does roam with the Service in breach of this clause:

6.1.1 additional Charges shall apply; and

6.1.2 Onecom reserves the right to take action to remedy this breach, including but not limited to, the termination of the Connection or Service as necessary.

7 Customer obligations

7.1 Without prejudice to the Acceptable Use Policy, the Customer will not:

7.1.1 use the Service in a way which involves SIMs being included in (fixed) GSM adapters unless expressly approved by Onecom in the Order Form;

7.1.2 publish any results of any benchmark or performance tests of the SIMs, the Network, the Service, or any component thereof (such restriction will not restrict the Customer from publishing performance results as specifically relate to the Customer's machines and not to the Service);

7.1.3 use SIMs:

(a) for the transmission of voice (including VoIP), unless specified in the Order Form;

(b) to access a publicly addressable destination (e.g. public IP address) including through the use of a proxy, gateway or routing other than to access the Customer's own servers;

(c) in a way that attempts to penetrate security measures where or not the intrusion results in the corruption or loss of data; or

(d) in a way that uses the Service or any Software in relation to internet relay chat, peer to peer communication or file sharing, bit torrent or proxy server network.

- 7.2 The Customer shall not and shall ensure that its Users shall not use the Services in a way which breaches the Third Party Operator's applicable fair usage policy (as available and updated from time to time on the Third Party Operator's website).
- 7.3 The Customer shall:
 - 7.3.1 obtain and at all times, maintain during the term of the Contract, appropriate security policies and processes to prevent unwanted or unauthorised activity on the Network; and
 - 7.3.2 exercise all reasonable efforts and implement all necessary security controls to ensure the security of User communications via the Customer's equipment.
- 7.4 The Customer acknowledges and understands that:
 - 7.4.1 Onecom and its Third Party Operators are unable to exercise control over the content of information, data and other material passing over any Service, Network and/or Connection supplied pursuant to the Contract, and Onecom and its Third Party Operators hereby exclude all liability of any kind for the transmission or reception of any material in contravention of the Contract;
 - 7.4.2 Onecom and its Third Party Operators shall exercise reasonable efforts to ensure the security of the Customer's communications, however, for reasons beyond Onecom's control, it does not promise or guarantee that communications will be completely secure; and
 - 7.4.3 the Service may be provided by a Third Party Operator. If a Third Party Operator terminates the Customer's right to use the Service, Onecom shall be excused from liability related to failure to deliver the Service or any part thereof.

8 Emergency Services

The Customer acknowledges and understands that contact with emergency services via the Services is not possible.

9 Service updates and availability

- 9.1 Onecom and the Third Party Operator reserve the right to send updates or upgrades to the SIMs by any means (such updates may be required for functionality, for intellectual property reasons, or to comply with national regulations).
- 9.2 The Customer consents to the upgrade of the SIMs from time to time. For any SIMs that are not upgraded in accordance with this clause, Onecom and the Third Party Operator each reserve the right at all times to suspend or deactivate such SIMs, and accept no liability for any consequences of such suspension or deactivation.
- 9.3 Onecom does not guarantee or commit to providing coverage or connectivity, or to any level of service availability, and shall have no liability for lack of coverage. The Customer acknowledges that Networks do not have guaranteed uninterrupted service availability and agrees to defend, at its own expense, indemnify and hold harmless Onecom and the Third Party Operator and their respective subsidiaries, affiliates, directors, officers and employees (collectively **Indemnitees**), from any against any and all claims, suits, damages or expenses asserted against or incurred by any of the Indemnitees directly resulting from the Customer's use of the Service either in breach of the Contract or in a way that requires uninterrupted

availability of a Network where interruption of a Network causes death, personal injury, physical injury or property damages.

10 Data Protection

- 10.1 The Customer acknowledges that Third Party Operators shall process traffic data (which may contain Personal Data) for the purposes of calculating usage charges.
- 10.2 The Customer shall ensure that the relevant Third Party Operator's privacy policy (as may be updated from time to time) available on the Third Party Operator's website is made available to all Users.



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