

## **IoT-SIM for M2M/IoT mobile services**

### **1. Scope**

1. The following are the standard terms and conditions applicable in respect of the mobile communications services for machine-to-machine ("M2M") and related Internet of Things management platform ("IoT Sim Portal") collectively hereinafter referred to as the "Service", available to business customers ("the Customer" and/or "You"). These terms shall govern the relationship being entered into by and between You and Melita Limited (operating under the brand "melita.io");
2. Customers may subscribe to the Service by submitting an online order or by returning a completed and signed order. By placing an order, the Customer is making a binding offer to enter into this Agreement. The Agreement is deemed concluded upon confirmation by Melita.
3. This Agreement together with any other applicable terms and conditions specific to a particular tariff, promotion or offer shall together have the force of law between the parties.
4. The use of the Service by the Customer shall be subject to these Terms and Conditions.

### **2. Definitions**

1. "Activation" shall mean the process of making the Service operational.
2. "Activation Date" shall mean the date when Melita activates the SIM Cards onto the IoT Sim Portal following receipt of payment;
3. "Agreement" shall mean these Terms and Conditions together with any annexes which must be read in conjunction and any other applicable terms and conditions from time to time.
4. "APN" shall mean the specific Access Point Name for the IoT Service.
5. "End User" shall mean Your employee or agents or any person using the SIM Card and/or the Service(s) provided to You.
6. "SIM Package" shall mean the totality of SIM cards allocated to You as listed in the "SIM Quantity" field of the Order Form.
7. "Force Majeure" shall mean any cause preventing either Melita or Customer from performing any or all of its obligations under this Agreement which arise from or is attributable to acts, events, omissions or accidents beyond the control of Melita or Customer including but not limited to acts of God, war (whether declared or not), sabotage, riot, explosion, government controls, restrictions or prohibitions or any other governmental act or omission whether local or national, or any other event beyond either parties' reasonable control.
8. "IoT Sim Portal" shall mean the connectivity management web portal where You can manage Your IoT Services.

9. "Melita" and "We" shall mean Melita Limited (C12715) and "our" and "us" shall be construed accordingly.
10. "SIM Card" shall mean the Subscriber Identity Module referring to both the traditional physical SIM card or the Embedded SIM that can be integrated into your device, that contains the Melita phone number and Customer information, which enables you together other equipment to access our Services.

### 3. Services

1. The Service is a telecommunication service that makes information transfer and/or exchange of data over the public internet through mobile networks between devices without human intervention available in Malta and in other countries depending on the commercial and technical arrangements Melita has in place from time to time.. Such Service also includes SMS functionality subject that such a functionality is limited to non-interpersonal usage. Upon subscription the Customer shall benefit from 1GB of mobile data and 100 SMS which are valid for a period of ten (10) years. As part of the Service, Melita provides access to the IoT Sim Portal which allows the Customer to monitor and manage the connections subscribed to. The IoT Sim Portal may also be integrated with compatible systems of the Customer through the use of application programming interfaces ("APIs"). Integration costs and set up shall be carried out by the Customer. Additional IoT platform services are available here.
2. Melita reserves the right to accept or refuse to provide any Service to any Customer. Melita may refuse to provide Service to any person (i) who refuses to provide a copy of their Memorandum and Articles of Association or any other official document that shows the authorised signatories of the company ; (ii) who is not the Customer or who is not authorised by the Customer to enter into this Agreement; (iii) who after having his credit worthiness and status checked does not qualify for Service under Melita's current credit policy; (iv) who has a history of failure to pay any fees or charges for any Service provided by Melita; (v) of whom it has proof or serious suspicion of fraud or use of SIM card(s) for the purpose of breaching this Agreement, in violation of statutory or regulatory provisions and/or contrary to public order, policy or good morals; (vi) a company which is a defaulter or whose director is a defaulter ; (vii) who disrupts or threatens to disrupt the proper functioning of Melita's network; (viii) or company if subject to any sanctions, embargoes, or other restrictive measures imposed by any governmental authority, including but not limited to those of the United Nations, European Union, United States. Customer represents and warrants that it is not subject to any such sanctions or restrictions and agrees to comply with all applicable sanctions laws and regulations. Details could be found in the [service description](#).
3. The Customer shall be responsible for the correctness and completeness of the information submitted by him.
4. These terms and conditions shall become effective on the date that the SIM cards are shipped to the Customer by Melita. This date of shipment shall serve as the official commencement date for all obligations and terms outlined in this Agreement.

5. Melita shall perform the Activation of the Service as quickly as possible following payment by the Customer and full compliance with the terms of this Agreement.
  6. Melita shall have the right to vary the Terms and Conditions within this Agreement at any time by giving You 30 days written notice of such amendments and such amendments shall automatically become part of this Agreement at the end of the said notice period. If You do not accept any such amendments, You have the right to terminate the Service without incurring any penalty during the 30-day notice period. Customer's continued usage of our Service beyond this notice period will be deemed Your acceptance of the changes.
4. Melita's Responsibilities, Rights and Remedies
1. Melita will endeavour to provide reliable and effective Service to the Customer, we are however unable to guarantee that our Services will be uninterrupted and/or fault free and we do not guarantee availability of our network at all times.
  2. Melita shall not be responsible for disruption to the Service which are due to:
    1. Malfunctions and interruptions of the network due to external sources;
    2. Any equipment used together with the SIM cards;
    3. Customer changing the use and/or the environment of the M2M or IoT;
    4. Any other factors which Melita has no connection to;
    5. Impositions made on Melita by means of any applicable law or lawful order issued by any competent court, tribunal or authority;
    6. Force Majeure.
  3. Melita will not be held liable for the incorrect use or the improper functioning of the SIM cards by the Customer or End User.
  4. The SIM Package provided to the Customer shall be for his use. Melita shall not be responsible in any way vis-à-vis any End User.
  5. Any SIM We provide to You, against payment or otherwise, remains our property and must be returned to us if We ask for it back. You must ensure that the SIM is kept safe and can only be used to access our Services. SIM cards are easily damaged and should be handled with care. If the SIM is lost, stolen or damaged call us immediately. If the SIM is lost or stolen You will be liable for all charges relating to use of the SIM (including data usage) up to the time that You notify us that Your SIM is lost or stolen, regardless of whether the charges have been incurred by You or someone else. If the SIM is lost You might be liable to pay a reasonable replacement charge. You may request a replacement SIM and We may provide it as soon as reasonably practicable, but We reserve the right to charge the Replacement of damaged / lost/ stolen SIM Charge as per the Schedule of Charges. Melita reserves the right to recall any SIM from the Customer at any time to enhance or maintain the quality of the network.

5. Customer's Responsibility

1. Customer is obliged to adhere to all the terms of this Agreement and any applicable legislation.
2. Customer shall be required to advise Melita of any changes to his data during the term of the Agreement.
3. Customer shall not have any proprietary rights whatsoever in any phone number allocated to him by Melita from time to time. Melita reserves the right at any time to alter or replace a phone number allocated to the Customer, code or number whatsoever associated with the Service.
4. Customer shall use reasonable efforts to maintain in good standing, and shall ensure that all End Users using part or all of the services being offered have so obtained and so maintain, all such consents, approvals, licenses, permits and other approvals, both governmental and private, if necessary, to use the services;
5. The Customer may make the SIM cards in the SIM Package available to End Users in accordance with this Agreement, however the Customer remains Melita's contractual partner and liable for all acts and omissions of such End Users including but not limited to, payments of fees arising from use of the Service. The Customer is not permitted to act as a telecommunications service provider using the SIM cards provided by Melita. All obligations arising from this Agreement will remain in full force and effect. The Customer acknowledges his own and full liability for any actions, omissions and behaviour as well as of the End User.
6. Customer shall perform its obligations under this Agreement and use the Service in a manner consistent with applicable law, and shall not use the Service, for any illegal purpose or in any other unlawful manner. The Customer remains responsible for any communication and/or content, in whatever form, originating from the use of the Service. In particular, the customer may not send any legally prohibited, unsolicited communication.
7. Customer shall take all reasonable measures to prevent use of the Service in such a manner that could cause any interruption of, or interference to, the Melita Network and that of roaming networks, or the use of any other capacity on the Melita Network. The Customer has the obligation to secure the SIM Package and use of all SIM Cards from abuse. The Customer shall inform Melita of any abuse by giving full particulars of the impacted SIM card(s) immediately after obtaining knowledge thereof. Such information should be provided by advising Melita by email on support@melita.io. However, in the event of loss or any form of loss of control over the SIM card/s the Customer remains obliged to pay the respective fees, arising from use of the SIM card/s by third parties until suspension of the SIM card/s by the Customer using the IoT Sim Portal or by explicitly requesting such suspension from Melita in writing.
8. The Customer is responsible for the security of his IoT Sim Portal credentials and the provided Service. You agree to keep any password and/or PIN/PUK code as the case may be, secure by not letting it become public knowledge and not storing it anywhere on a computer or in plain text anywhere else. If the password/PIN/PUK's, if any,

become known to any unauthorised person, you shall immediately change passwords and inform Melita immediately.

#### 6. Term Termination and Suspension

1. Melita reserves the right to suspend the Service following consumption of all benefits, or if no activity occurs for a continuous period of six (6) months. The Customer may reactivate the Service via the IoT Sim Portal, and purchase a subsequent bundle of data and SMS. If the Service remains suspended for a period of eighteen (18) months,  
Melita shall be entitled to terminate the Service, notwithstanding that such termination may occur within the Term. Customers may also choose to terminate the Service by deactivating the SIM Card permanently through the IoT Sim Portal.
2. Upon termination, Customer will lose any unutilised benefits. Benefits are not transferable to another mobile Service.
3. Without prejudice to the immediately preceding paragraph, Melita may forthwith terminate this Agreement by notice in writing to the Customer:
  1. If the Customer is in material breach of this Agreement and has not remedied such breach within ten (10) days of being notified of such breach by Melita; or
  2. Immediately if a receiver, provisional liquidator, administrator or other like person is appointed over any of the Customer's undertakings or assets or if the Customer enters into arrangement with any of the Customer's creditors or any class of Customer's creditors or Customer becomes insolvent or otherwise are unable to pay their debts when they fall due.
  3. If the necessary roaming partners have terminated its agreement with Melita or are unable to provide the service.
  4. If the offering forming the subject of this Agreement is no longer available for any reason.
4. In the event that Melita terminates this Agreement for any of the reasons listed in this Clause then Melita shall, without prejudice to any other rights and remedies which Melita may have in accordance with law and with this Agreement, be entitled to collect all amounts due by the Customer for Services provided by Melita.
5. Without prejudice to Melita's right to terminate the Agreement in accordance with terms herein Melita may suspend the Services if:
  1. Melita notes that the Service is being used for an illegal purpose. The Customer's use of the Service is a threat to the technical facilities and/or network of Melita, or one or more of its Roaming Partners is, with high probability and/or in Melita's reasonable opinion, caused by the Customer's use of the Service.
  2. Despite a Service Suspension, the Customer remains obliged to pay fixed charges, including but not limited to monthly fees, minimum fees as applicable.

## 7. Liability

### 1. With the exception of any liability for death or personal injury:

1. Neither party shall be liable for any indirect, special or consequential loss or indirect damages, cost or expenses of any kind whatsoever and however caused (including, but not limited to, any loss of profit, revenue or business any loss of contracts, loss of goodwill, loss or corruption to data or loss of revenues) or any loss arising from becoming subject to any sanctions or restrictive measures imposed by any government, regulatory, or international body; and
2. In the event of liability relating to the provision of the Service arising out of this Agreement by Melita, the liability shall apply only for direct, personal and certain damage that the Customer incurred, to the explicit exclusion of compensation of any indirect or intangible damage and/or harm, such as commercial damages, business or turnover losses, data losses. The amount of indemnification that Melita shall be obliged to pay under the abovementioned conditions shall be strictly limited to the equivalent of one month's fee.

## 8. Anti-bribery and Anti-Corruption

1. The Parties agree to comply with all applicable laws, regulations, and codes relating to antibribery and anti-corruption, including but not limited to EU relevant legislation, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977. Neither Party shall make or receive any offer, payment, or any other benefit that constitutes an illegal or corrupt practice, whether directly or indirectly, as an inducement or reward in relation to the execution of this Agreement. Each Party shall promptly report to the other Party any request or demand for any undue financial or other advantage

## 9. Charges and Fees

1. The Customer shall pay Melita the relative charges as specified in the Order for the Services ordered.
2. All SIM cards ordered within the same order, as well as any subsequent bundles purchased, must be paid for in full and in advance, prior to Activation. Melita is under no obligation to fulfil or process partial orders or accept partial payments..
3. All Service fees shall be invoiced to the Customer via electronic invoicing together with any other charges, including non-recurring charges and any applicable one-time fees. All Service fees and charges are indicated exclusive of VAT and any other taxes which may be imposed, unless otherwise specified in any other applicable terms and conditions or offers.
4. Customer shall pay each invoice in full by the due date. Provided that Customer shall be granted ten (10) working days from receipt of the invoice to submit enquiries in writing to Melita in connection with the said invoice by email to [support@melita.io](mailto:support@melita.io) . After the lapse of the said period, if the invoice remains uncontested it will be deemed to be accepted by Customer and payment shall be made by the due date.

5. In case Melita identifies an error it shall re-issue such invoice.
6. Invoices not paid when due shall accrue interest commencing from the day, following the day, on which payment was due until the day on which it is paid Interest shall be computed at the rate of seven percent (7%) over the reference rate of the European Central Bank p.a.
7. Customer shall also be responsible for all costs incurred by Melita (including legal and judicial costs) in recovering any payment not received on the due date.
8. Payments by Customer to Melita shall be made via bank transfer and/or credit card payments. Any payment that is not cleared by Your bank shall be subject to a Payment and/or Administrative Reversal Charge in accordance with the Schedule of Charges.

10. Schedule of Charges

Payment and/or Administrative Reversal Charge	€15
Specialized Melita Technical Support with a Junior Engineer (min. charge of 1 hour)	€100 per hour
Specialized Melita Technical Support with a Senior Engineer (min. charge of 1 hour)	€150 per hour

11. Data Protection

1. By making use of this Service, Melita shall process Customer's personal data in accordance with Maltese laws and all other applicable laws.
2. Personal Data means Customer's name, surname, address, identity card (identification number), contact number/s, email address, payment information, Your interests and preferences in relation to the Service or any other identifiable information depending on the Service requested by You. Personal Data may also be generated through Customer's use of the Service.
3. Melita uses Your Personal Data in order to provide You with Melita's products and services, for the purpose of: i) Call Placement; ii) Customer Satisfaction; iii) Billing and Payments, iv) Repairs, Maintenance, Outage Notification and Appointment Scheduling, v) Statistical Purposes.
4. Melita may process Your Personal Data for direct marketing and may send You information about Our products and services that We think may interest You.
5. We may need to share Your Personal Data with other authorised electronic communications operators, public authority or law enforcement agency and to third parties that provide services to Melita on a contractual relationship: for the purpose of being able to provide you the service requested; market research; to assist in customer care services such as chat, and customer satisfaction surveys; for payment collection services, including debt collection and providing you with an electronic payment gateway facilitating your bill payment methods; credit referencing; fraud detection services; and porting. In order to provide you with your Service Melita may be required to transfer your Personal Data to recipients located outside of the EU. In

doing so Melita ensures that the 3rd party recipients are either subject to an adequacy decision or to appropriate safeguards in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679) and any other applicable legislation and that Melita has a justifiable ground for such a transfer, such as Our legitimate interest. Should you wish to obtain further information on third party recipients located outside the EU kindly click [here](#).

6. You have a right to access, rectify and port out the Personal Data Melita holds about You. You may also request that Melita erases the Personal Data it holds about You, or oppose to the processing of Your Personal Data where conditions allow this.
7. If You provide the Service to other End Users and their personal data is processed, You agree to inform these End Users of the data processing involved, obtain their consent, and furnish them with a copy of Melita's Data Protection Notice as provided in this Clause.
8. You may modify Your preferences through Your IoT Sim Portal account and review Your profile settings.
9. Any queries You may have regarding Our processing of Your Personal Data may be addressed to Melita's Data Protection Officer via email on [dpo@melitaltd.com](mailto:dpo@melitaltd.com) or via post to Data Protection Officer, Melita Limited, Gasan Centre, Triq il-Merghat, Zone 1, Central Business District, Birkirkara, CBD1020, Malta.
10. This notice is governed by the laws of Malta. For a more detailed overview of how We process Your Personal Data, kindly visit <https://www.melita.io> or You may otherwise obtain a copy through one of our retail outlets.

## 12. Complaints

1. Melita will endeavour to resolve any complaints that the Customer may have regarding the Service as soon as possible please contact our support team on [support@melita.io](mailto:support@melita.io).
2. Customers who contact Melita by email or by post shall be contacted by an agent within two (2) working days from receipt of the complaint. Melita will then proceed to review and investigate the complaint fully, taking into account all the issues raised in the correspondence and the service details held in Melita's records.
3. Melita seeks to provide the Customer with the most suitable response specific to the particular issue/ complaint and to ensure that the complaint is resolved to the Customer's satisfaction and in a timely manner. Melita shall within five (5) working days from when Customer lodges the complaint to Melita respond and resolve said complaint. Some complaints, by their very nature, may take longer than others to resolve, particularly if they are technically complex. In such exceptional circumstances if Melita is unable to resolve Your complaint within the said timeframe, Customer shall be informed accordingly.

## 13. Provision of SIM Package

1. Melita shall provide the SIM Package required for the use of the Service.



2. Melita strives to meet the delivery dates communicated to You for the provision of SIM Package. However, timely delivery is dependent on our third-party partners and therefore outside of Melita's control, We assume no liability for any deviation from the communicated delivery dates. In case of any delay, the Customer grants Melita a grace period of at least three (3) weeks to remedy the delay. The Customer may terminate the relevant agreement after the expiry of the said grace period by providing written notice to Melita. There shall be no claim for damages or losses arising from the non-fulfilment after expiry of the grace period or when the SIM Package is then delivered. No claim for damages or losses may be claimed by Customers subscribed on a Month-on-Month basis.
3. Partial deliveries are to be accepted by Customer.
4. Melita may terminate this Agreement, if SIM Package ordered by Customer become unavailable on the market.
5. The Customer is responsible for all other hardware necessary to provide the services.

#### 14. Right of Use

1. The Customer is provided with access to the IoT Sim Portal which is developed by the Company. The Customer shall receive a non-exclusive right to use the software for the duration of the contract term, solely for its intended purpose as stipulated in the contract, unless otherwise expressly agreed. In the event that third parties assert claims against the Customer alleging that the Company's software infringes third-party rights, the Company shall indemnify the Customer against such claims, except where the infringement is attributable to the Customer.
2. All intellectual property rights, including copyrights, in the IoT Sim Portal shall remain with the Company.

#### 15. Shipping

1. If You have requested shipping of the SIM Package, the risk of accidental loss or deterioration of the SIM Package passes to the Customer at the moment of the dispatch of the SIM Package to the Customer, but no later than the SIM Package leaving the premises of Melita or its external service providers. This applies even if shipping or packaging-free delivery has been agreed between the parties. Carriage of all shipments – including any returns – is solely at the Customer's risk.

#### 16. Warranty

1. All SIM cards in the SIM Package provided by Melita are manufactured by third parties. The technical specifications of the SIM card are provided by these manufacturers. As is custom in trade, these technical specifications are to be considered as approximate and represent no warranted characteristics. Customer shall ask us for a written confirmation prior to any return of the SIM cards.
2. The Customer is obliged to check the SIM Cards in the SIM Packages upon their delivery. Complaints or objections in regards to quantity or type of SIM cards, as well

as in regards to externally visible defects can only be considered if they are sent to Melita in writing within ten (10) days of receipt of the SIM cards.

3. Melita has to be notified about other defects immediately, at the latest within ten (10) days after its determination, in writing. Failure to comply with this deadline may lead to the exclusion of other warranty claims resulted. In case of justified complaints, the Customer is entitled to either rectification or replacement.
4. Customer is not entitled to claim any defects in case such defects are only representing an insignificant deviation from the functionalities or an insignificant impairment of the usability.
5. Claims for damages the Customer may incur subsequent to the repair or replacement of the SIM cards, in particular transport, travel, labour and material costs, are excluded, as far as these expenses increase because the supplied SIM cards have been moved to another location than the establishment of the Customer.

#### 17. Resale of Services

1. Customer shall not resell the Melita IoT Services. The Customer may include the Melita IoT Service as an integral part of a complete IoT/M2M solution to its End Users. Under no circumstances will the Customer market, price and bill the Melita IoT Service as a separate item. The Customer hereby confirms to have obtained all necessary regulatory authorizations and to fulfil all notification obligations concerning the provision of services in the given country.

#### 18. Roaming

1. The Service can be used whilst Customer's End Users are located outside Malta; however, access to foreign networks shall depend upon the commercial and technical arrangements between foreign operators and Melita.
2. The selection of Roaming Partners including the change of the Roaming Partner during the contract period is at the discretion of Melita or its chosen partners. The Customer is entitled to network services in selected countries within the framework of the chosen pricing, as agreed between the parties.
3. The Services are geographically limited to the reception and transmission of the network operated by Roaming Partners. While We and our partners constantly aim to select the strongest network available in each country within our framework of agreements with Roaming Partner, the Customer accepts that the Services are subject to the current state of technology with its limitations, including geographical limitations, and hence that the Services may not be available everywhere at all times. Consequently, the Services are subject to restrictions caused by technical circumstances not within our control. Use of Services is dependent upon: a) roaming carrier's support of applicable network technology and functionality b) the type of device You are using. Any claims by Customer, including but not limited to damages and recourse caused by the lack of a complete nationwide network availability are therefore excluded.

#### 19. Miscellaneous

1. Melita may assign this Agreement. Customer may not charge, assign or otherwise dispose of this Agreement or any part thereof without prior written consent of Melita. Such a consent may not apply to the transfer of the rights of use of numbering resources by any of the parties since the rights of use of Maltese numbering resources are not transferrable. Customer may not transfer his rights or obligations under this Agreement.
2. This Agreement contains the whole Agreement between You and us and any previous agreement in respect of the Service to be provided pursuant hereto is revoked by this Agreement. Nothing which is said to You by or on our behalf forms part of this Agreement. If for any reason any term of this Agreement cannot be enforced or relied upon, all other terms of this Agreement shall remain valid and binding.
3. In the event of any discrepancy or inconsistency between the English version of these terms and conditions and any translation thereof, the English version shall prevail and be deemed the authoritative version for all purposes.
4. The parties undertake to treat the contents of the agreement existing between the parties, as confidential. Both parties may make use of confidential information only for purposes of this agreement. Neither party may publish any confidential information without the prior consent of the other party or pass it on to third parties. Information is considered confidential, if the party that has produced the information has marked it confidential or if the confidentiality of certain information derives from the circumstances. In case of doubt, all information is confidential. Information that was already known to the parties at the time of the receipt of the information, or made known by a third party without the obligation to keep confidential, or which were already publicly known at the time of the transfer or later without breach of this confidentiality agreement became known are not considered confidential. Exempted from this obligation of confidentiality and non-disclosure of information pursuant to the agreement is any information both parties agree to disclose. Affiliates and subcontractors need to be bound by similar confidentiality obligations as stipulated in this Clause.
5. Headings to the articles of the Agreement are for ease of reference only and shall not affect the interpretation or construction thereof.
6. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled under or in connection with this Agreement, shall not constitute a waiver thereof, and any waiver of any default shall not constitute a waiver of any subsequent default.
7. Without prejudice to any other provision contained in this Agreement any notices shall be in writing and must be delivered by hand, by email or by post, to Customer at Your registered address or to Melita at Gasan Centre, Triq il-Merghat, Zone 1, Central Business District, Birkirkara, CBD1020, Malta. Any written notice sent to Customer by Melita is deemed to have been received by You by the following working day.
8. Melita cannot accept responsibility for offers related to the provision of the Service made elsewhere than in its own website, advertisements or publications or for any promises, representations, waivers, indulgences or other purported variations of this Agreement unless confirmed in writing by an authorised representative of Melita.

9. This Agreement shall be governed, construed and interpreted in accordance with the Laws of the Republic of Malta. The parties submit to the jurisdiction of the Courts of Malta.