

## **ADDENDUM - TERMS AND CONDITIONS FOR USE OF PORTALS**

### **1. INTRODUCTION**

- 1.1 Arkessa may from time to time make available to the Customer the use of certain Portals to provide facilities to manage the Connectivity Services they receive.
- 1.2 The following terms and conditions apply to the Customer's use of the Portals. If the Customer fails to comply with these terms and conditions then Arkessa may restrict, suspend or terminate the Customer's access to the Portals.

### **2. PORTAL SERVICE**

- 2.1 Arkessa may make the Portals available to the Customer from time to time. Arkessa may withdraw access to a Portal at any time and will give as much notice as reasonably practicable when it does so.
- 2.2 Arkessa may change the functionality that the Portal provides from time to time and will give reasonable notice of any changes to the Portal when practicable. The Portal may provide access to data provided by network operators, including location data. The availability and accuracy of such data is dependent on the network operators. Arkessa does not give any warranty in relation to such data. Arkessa may withdraw access to such data at any time and will give as much notice as reasonably practicable when it does so.
- 2.3 Arkessa will use reasonable endeavours to make the Portals available at all times but it does not warrant that the Portal will be available all the time or at any particular times. Arkessa does not warrant that access to the Portals will be uninterrupted or error-free.

### **3. USAGE DATA**

- 3.1 A Portal may provide features to advise the Customer on usage of the Connectivity Services, such as Data Capping and Data Alerting and also to manage subscription services. Whilst Arkessa will use reasonable endeavours to ensure that these features operate as intended, the Customer will in all cases be responsible for payment for all usage of the Connectivity Services, whether or not the Portal, or any particular feature of the Portal, has operated correctly or at all.
- 3.2 Data consumption information reported in a Portal may not match the Customer's actual consumption in any period and so must be used for guidance only.
- 3.3 The Portal might not display all the usage data that the Customer is responsible for. For instance, Portals only show data usage for SIM Cards connecting via the private Arkessa network. Any other transactions such as SMS, Voice, CSD etc will not be shown in the Portals, though they will appear on the Customer's invoice.

### **4. SECURITY**

- 4.1 The Customer may be issued with usernames and passwords to gain access to the Portals. The Customer must keep the usernames and passwords confidential.
- 4.2 The Customer is responsible for all activity conducted under the usernames and passwords which have been issued to the Customer.
- 4.3 Arkessa does not warrant that use of the Portals is secure. The Customer must take all suitable measures to protect any systems that it uses to connect to the Portals, such as using up-to-date firewall and anti-virus software.
- 4.4 The Customer must not attempt to circumvent any Portal security measures or access or view any information regarding another customer.
- 4.5 The Customer must not do anything that might disrupt the proper functioning of the Portal or interfere with or adversely affect any other person's use of the Portal.