

ADDENDUM – ACCEPTABLE USE POLICY

1. INTRODUCTION

- 1.1 The Customer must (and must ensure that all End Users) at all times comply with this Acceptable Use Policy when using the Connectivity Services. Failure to comply with this policy may result in the Connectivity Services being suspended or terminated.
- 1.2 The Customer must comply (and must ensure that all End Users comply) with the acceptable use policies and fair use policies of any telecommunications provider who provides underlying connectivity services used by the Customer.
- 1.3 This policy is subject to change by Arkessa from time to time. The Customer is responsible for checking this policy regularly for updates. Arkessa provides a notification service for updates to which the Customer should subscribe.
- 1.4 The Customer is responsible for all use of the Connectivity Services by its employees, consultants, End Users, service providers and any person permitted by the Customer to access or use the Connectivity Services.

2. UNACCEPTABLE USE

- 2.1 The Connectivity Services must not be used 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.
- 2.2 The Connectivity Services must not be used in any way that:
- (a) is illegal or unlawful in any relevant country;
 - (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 Card);
 - (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 Arkessa or any Network Operator into disrepute.
- 2.3 The Connectivity Services must not be used to send unsolicited marketing communications or make nuisance calls.
- 2.4 The Connectivity Services must not be used to create or publish any benchmark of Arkessa's (or any Network Operator's) services, hardware or SIM Cards.

2.5 For Hutchison 3G (H3G) SIM Cards, the Connectivity Services must not be used for circuit-switched data voice calls or sending MMS messages.

2.6 When using the Connectivity Services the Customer must comply with all applicable laws, statutes and regulations that relate to the use of the Connectivity Services and the Customer's conduct.

3. EQUIPMENT

- 3.1 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. Arkessa is not responsible for the installation and functioning of the Customer's equipment. The Customer must not connect any unauthorized equipment to the Connectivity Services.
- 3.2 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.

4. GATEWAYS

- 4.1 "GSM Gateway" means any equipment containing a SIM Card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.
- 4.2 The Customer shall not connect itself, nor allow any customer or End User to connect, any GSM Gateways to the Systems:
- (a) where it is illegal to do so under applicable law (which may include the provision of electronic communication services to a third party); and
 - (b) where it is legal to do so under applicable law, without the prior written consent of Arkessa, which may be withheld at Arkessa's absolute discretion and which will be subject to compliance with Arkessa's policy on GSM Gateways as notified to the Customer from time to time.
- 4.3 The Customer shall cooperate with Arkessa at all times to ensure that any GSM Gateways that have been authorised by Arkessa and are connected to the Systems are and remain compliant with applicable law and regulation and Arkessa's policy. 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 or in breach of Arkessa's policies (as advised to the Customer from time to time), the Customer shall notify Arkessa immediately and shall upon request from Arkessa provide to it all technical details of the GSM Gateway and its use.
- 4.4 The Customer shall comply with Arkessa's instructions to facilitate the disconnection of any GSM Gateway that breaches this section. Arkessa may require the Customer to repay to Arkessa any payments or bonuses paid to it in connection with GSM Gateways that are discontinued subject to this section.
- 4.5 Arkessa may alter or amend the contractual terms or commercial policy relating to GSM Gateways at Arkessa's discretion by giving no less than twenty (20) Business Days' notice.

5. VOIP

5.1 The Customer shall not use the SIM Cards or the Connectivity Services for Internet phone calls (Voice Over Internet Protocol (VOIP)) unless agreed in writing by Arkessa at its sole discretion. Any unagreed VOIP usage

may result in the connection being Suspended or Terminated at Arkessa's discretion.