Subscriber's Terms and Conditions: Version 1.4

The Terms and Conditions set out below ("**the Terms & Conditions**") shall apply to the use of products and services such as SIM Cards, mobile network services, etc. ("**the Product**") provided by IoTLink Systems Limited ("**IoTLink Systems**" or "**We**"). These Terms and Conditions, shall together with the Subscriber's Registration Form ("**SRF**") constitute a legal agreement ("**the Agreement**" or "**Terms of Service**") between you or your representatives ("**the Customer**") and IoTLink systems. By using or upon registration for use of our products, you automatically agree to abide by these terms & conditions and you warrant that you have the authority to enter into the Agreement personally or on behalf of the company you represent, and to bind that company to the terms of this Agreement for the duration of use of our product unless terminated in accordance with the provisions of this agreement. IoTLink Systems reserves the right to update these terms & conditions, plans and pricing at any time. Notice of any such changes shall be communicated to you or you can also refer to our website for the most recent updates of the Terms of Service.

1.0 Supply of service & products.

1.1. IoTLink Systems reserves the right at its sole discretion to evaluate your credit worthiness and accept or reject a customer order.

1.2. Unless IoTLink Systems agrees in writing otherwise, the Customer will bear all costs of shipping the Products to the Customer, including any re-deliveries.

2.0 Warranty

2.1. Well as IoTLink Systems shall ensure to offer you uninterrupted service, with an availability of not less than 99.5% up time, it however does not guarantee that the services are fault free and therefore non-availability of the services may occur due to certain circumstances and factors including (but not limited to); acts of God, geographical, planned or routine maintenance and rectification works done by our hosting partner and/or their contracting Mobile Network Operators (**MNO**). Reasonable notice of any such event shall be given to the customer whenever necessary.

3.0 Prices and Payments

3.1. The prices and Term for the Products will be as provided in a quote or SRF to the Customer.

3.2. Unless stated otherwise, all prices will be exclusive of all taxes, including withholding taxes, banking charges, VAT, customs duties (import and export). All such banking charges, taxes, duties, permits and authorisations will be paid by you.

3.3. Unless otherwise agreed in writing, payments by the Customer will be made in advance of delivery:

3.3.1. **For 'Monthly bundled charges' per MB usage:** billed at the beginning of the month, on a 30-day payment period (bundle quotas activated with in the month will be billed the next month) **or** billed at the end of the month with a 7 days payment period **or** taken from any outstanding credit on the Customer's account.

3.3.2. A SIM will be billable for any particular month as long as its active on the 1st day of that month or has been activated before the 30th day of that month.

3.3.3. **For overuse traffic usage (if applicable):** billed in arrears with a 30-day payment period or taken from any outstanding credit on the Customer's account. A SIM usage report will be attached to the invoice.

3.3.4. **For additional services as agreed between the Parties:** in advance of the provision of the services unless otherwise agreed in writing by the Parties

3.4. If any payments are overdue by more than Thirty (30) calendar days, IoTLink Systems reserves the right to terminate all Products on the Customer's account without notice and other administration charges may be incurred for reconnection.

4.0 Customer Obligations

4.1. The Customer will;

4.1.1. Ensure that any hardware equipment, or software application running on that equipment, that uses a Product provided by IoTLink Systems complies with any and all requirements of all our network providers and will not cause any damage or interruption to any mobile phone network.

4.1.2. Ensure that the content passed over the mobile network will not infringe the rights of any third parties or any laws or regulations in any country where any message is originated or delivered.

4.2. The Customer accepts all liabilities for damage or costs arising as a result of unlawful or fraudulent use of the Product.

4.2.1. The Customer agrees to indemnify and hold IoTLink systems harmless against all damages, losses, claims, liabilities, settlements and expenses (including without limitation costs and legal fees) connected with the Customer's alleged failure to comply with the Sanctions Laws or otherwise use of the Products by the Customer or its customers.

4.3. Notwithstanding any other provision in this Agreement, IoTLink Systems reserves the right to terminate this Agreement immediately with or without written notice to the Customer if its reasonably determined that the Customer is not in compliance with this Clause 4.0 or that its actions are or may cause IoTLink Systems to be exposed to prosecution or liability for violation of Sanction Laws or any other applicable law.

5.0 Confidentiality

5.1. Each Party agrees to:

5.1.1. To take all reasonable steps to protect the Confidential Information. These steps must be at least as protective as those it takes to protect its own Confidential Information and no less than a reasonable standard of care.

5.1.2. To notify the other Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information.

6.0 Service Suspension and Termination

6.1. IoTLink Systems may at any time suspend any of its services:

6.1.1. If it is obliged to comply with an order, instruction or request of government, or emergency services organisation, or other competent administrative authority.

6.1.2. We or our hosting partners need to carry out work related to exceptional upgrading or maintenance of our facilities where those facilities must cease operation.

6.1.3. To prevent damage or degradation of IoTLink Systems' contracting party's network integrity which may be caused by whichever reason.

6.1.4. For behaviour that in IoTLink Systems' reasonable discretion may be deemed to be, fraudulent, abusive of service or illegal**.**

6.1.5. To protect IoTLink Systems, at its sole discretion, from legal liability which relates to a breach of obligation and/or warranties by the Customer.

6.1.6. If any SIMs have undertaken a level of usage in the amount that exceeds three times the expected level of use.

6.1.7. The services of one or more of the MNOs upon which the provision of the Product hereunder is dependent suspends its provision of those services to IoTLink Systems & its hosting partner under the terms of its or their relevant agreement(s) with IoTLink Systems.

6.1.8. If payments have not been made in accordance with this Agreement.

6.2. This Agreement may be terminated prior to expiration of the Term by notice in writing as follows:

6.2.1. By either Party if the other Party has failed to perform any material obligation under this Agreement and such failure is not corrected with thirty (30) days from receipt of written notice from the other Party advising of such failure.

6.2.2. By the Customer after a period of thirty (30) days in the event of a significant change in price.

6.2.3. By either Party if the other Party (being a company) enters into liquidation (other than for the purposes of a bona fide reconstruction or amalgamation) or enters into a voluntary arrangement with its creditors.

7.0 Force Majeure

7.1. A Party will not be in breach of this Agreement or liable for any delay in performing, or failing to perform, any of its obligations if the delay results from circumstances beyond its control. This will include:

7.1.1. Any act of God, war, riot, civil commotion, malicious damage, fire, flood, storm, compliance with any law or formal judicial or administrative order, or accident.

7.1.2. Breakdown of its machinery, failure of its suppliers to perform or sub- contractors strikes, failure of a utility service or transport or telecommunications network.

7.1.3. The delay of any trial or test caused by adverse weather or unsafe conditions.

7.1.4. The acts or omissions of the other Party or any MNO.

7.2. If a delay occurs, the affected Party will provide full details to the other Party and will take reasonable steps to mitigate the delay. The performance of this Agreement will be suspended for the duration of the delay.

7.3. If this occurs the other Party will give the affected Party a reasonable extension of time to perform its obligations. If this delay continues for thirty (30) days, the other Party may choose to terminate this Agreement by giving the affected Party thirty (30) days written notice.

8.0 Emergency Calls

8.1. The Customer expressly acknowledges that the Products, whether for mobile or fixed devices, are not intended, designed or fit for placing, carrying or supporting any call to any emergency service or any call for the purpose of obtaining assistance, help or aid in the event of an emergency.

9.0 Dispute Resolution

9.1. This Agreement shall be governed by, construed and interpreted in accordance with the substantive laws of the state of Uganda. Disputes will be settled by friendly negotiations. If we do not resolve the dispute in thirty days, the case will be settled by arbitration to take place exclusively in Kampala, Uganda.

10.0 Miscellaneous

10.1. The rights and remedies of this Agreement are in addition to those provided by law.

10.2. IoTLink Systems will not be liable for any direct, indirect or consequential damages, including but not limited to damages that result from the Customer or any user's use of or inability to access any part of the Product or the Product's functionality, or the Customer or any user's reliance on or use of information and services provided on or through the Product or damages that result from mistakes, omissions, interruptions, loss, theft, or deletion of files, packet data or other information, errors, viruses, defects, delays in operation or transmission, or any failure of performance.

10.3. Except if stated otherwise, notices will be given in writing, in the English language, and will be delivered by courier delivery **or** email.

END.