



IoT Connectivity – SIM Card Trial Service Terms

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The Basics

1 The Contract and Trial Period

- 1.1 These trial service terms are the terms that apply to the trial of SIM cards for Internet of Things ("IoT") functionality ("**Trial SIM Service**"). We call these terms our contract with you ("**Contract**"). By participating in this trial, you agree to this Contract.
- 1.2 This Contract starts on the date you agreed to participate in the trial by confirming the address you want the Trial SIM Service to be sent to, and will carry on until one of us ends it (in a way that the Contract allows), it expires, or BT is no longer providing you with the Trial SIM Service, whichever is earlier.
- 1.3 The Trial SIM Service will begin from the date you receive the SIM cards for use for a period of 90 days. Any further extensions to the trial period will need to be agreed between the Parties (and any such extensions shall be for the maximum period of an additional 90 days) (the "**Trial Period**").
- 1.4 BT does not make any representations, whether express or implied, that it will make the Trial SIM Service commercially available at the end of the Trial Period.
- 1.5 If you would like to use the Trial SIM Service, or any part of it, after the Trial Period, you will purchase those services from BT under a separate contract.

The Trial Service

2 BT's Right to Change

The Trial SIM Service, including this Contract, may be changed by BT at any time by providing written notice to you.

3 Trial Service Summary

- 3.1 BT will provide you with SIM cards as part of the Trial SIM Services for you to use on a limited trial basis. You acknowledge that the Trial SIM Services are to be used for Internet of Things ("IoT") functionality only and shall not be used for mobile phone connectivity or similar on devices. You shall use the Trial SIM Services on your equipment, so long as the use is in accordance with the terms of this Contract.
- 3.2 If BT provides you with any services other than the Trial SIM Service, this Contract will not apply to those services and those services will be governed by their separate terms.
- 3.3 BT does not guarantee that the Trial SIM Service will be provided without errors or uninterrupted or that BT will correct all errors, and BT does not make any representations, whether express or implied, about whether the Trial SIM Service will operate in combination with any of your equipment (including software).
- 3.4 BT will not be liable if it fails to do or not do something that BT is supposed to under this Contract (including not carrying out any of BT's responsibilities or carrying them out late).

4 Feedback, Results and Publishing

- 4.1 BT may act upon and use any Feedback (meaning any input, including suggestions, ideas, comments, feedback, recommendations or other information provided by you, including but not limited to usability, bug reports, enhancement requests and test results, based on your evaluation and testing of the Trial SIM Service) and results from the Trial SIM Service and to that extent the Feedback and results will not be considered as Confidential Information, even if you mark it is "**Confidential Information**".
- 4.2 BT will own and retain all Intellectual Property Rights created in any Feedback (including development, improvements and variations to any Feedback).
- 4.3 BT may make public announcements, publicity statements, marketing materials or other publicly available communication statements (including on social media) about the Trial SIM Services, and use any Feedback in such communications ("Publicity Statements"). BT shall ensure that the you are not identified in Publicity Statements unless you grants prior written approval.
- 4.4 You will not publicise this Contract or your participation and experiences in using the Trial SIM Service (including any benchmark tests or performance tests) or refer to BT in any marketing material, unless BT grants prior written approval.



5 Specific Terms

5.1 Access to Emergency Services

BT will not provide the ability for any person that you allow to use the Trial SIM Services ("**Users**") to call the emergency services by dialling "**999**" or "**112**" and you will make alternative arrangements for Users, including the maintenance of a fixed telephone number.

5.2 Paying what you owe BT

- 5.2.1 We both agree that each SIM card comes with a pre-agreed data allowance provided as part of the Trial SIM Services at no cost to you.
- 5.2.2 In the event that you use more than the pre-agreed data allowance for each SIM Card provided as part of the Trial SIM Service, BT shall charge you £3 for each additional 1 GB (or part of GB) consumed (the "**Charges**").
- 5.2.3 You will be responsible for, and will pay, the Charges. This includes all Charges resulting from unauthorised or fraudulent use.
- 5.2.4 You will pay each invoice BT sends you within 28 days of the date on it. You will pay the full amount in cleared funds into BT's bank account, without any set-off, counterclaim, deduction or withholding, unless you legally must take something off.
- 5.2.5 If you do not pay an invoice by the date it is due BT may charge you interest on the unpaid amount at the annual rate of four per cent above the Bank of England's base lending rate at the date of calculation, or at the maximum rate allowed by applicable law, whichever is less. The interest will build up and be compounded each day, from the date the invoice was due to the date you pay BT.
- 5.2.6 You agree that you will not charge any Users for the use of the Trial SIM Services.

Protecting Information

6 Intellectual Property Rights

For the purposes of this Contract "**Intellectual Property Rights**" means any trademark, service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world. Any applications for registering any of these rights that can be registered in any part of the world are also included.

- 6.1 Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Contract or came after it.
- 6.2 BT gives you a non-transferable and non-exclusive licence to use any Intellectual Property Right in the Trial SIM Services for the purposes of the Trial SIM Service only, for the duration of the Trial SIM Services and in the manner set out in this Contract. As well as any terms of the Contract, you will also comply with any third party terms that BT makes known to you that apply to the use of the Trial SIM Services.
- 6.3 You will not copy, decompile, modify or reverse engineer any part of the Trial SIM Services, or knowingly let anyone else do that, unless it is allowed by law or BT has given you permission in writing.
- 6.4 You will not access or use the Trial SIM Services to build or assist someone else to build products or services that compete with any BT product and services, or knowingly let anyone else do that.
- 6.5 If your use of the Trial SIM Service leads to a Claim of infringement of someone's else's Intellectual Property Rights against you, or BT thinks it is likely to lead to one, BT may take any action necessary including terminating the Trial SIM Services.
- 6.6 The actions in Clause 6.5 are the only remedies you will have for Claims for infringement of someone else's Intellectual Property Rights.

7 Keeping things Confidential

For the purposes of this Contract "**Confidential Information**" shall mean any confidential information either of us (or each of our officers, employees, agents, subcontractors, suppliers, advisers or affiliates) gives the other in the course of the discussions leading up to or the entering into or during performance of this Contract, no matter how it is recorded, stored or disclosed that can either be stated as being confidential or by its nature can reasonably be expected to have been considered confidential and includes the Contract and all details of the Trial SIM Services.

but it does not include:

- a) information that is available to the public, or becomes available, unless it is because one of us breaches the Contract;
 - b) information that was already available on a non-confidential basis;
 - c) information we both agree in writing is not confidential information; or
 - d) information that was developed by or for the receiving party independently of the information disclosed by whoever disclosed it.
- 7.1 We will both keep all Confidential Information confidential and neither of us will disclose it, unless one of us needs to do that:
- (a) to meet our responsibilities or to receive any benefit under the Contract, and then only to our employees, agents, affiliates, officers, directors, advisers and, for BT only, BT's subcontractors and suppliers, who need to know. The one of us disclosing the Confidential Information will ensure that the people receiving it comply with this Clause 7; or
 - (b) because applicable law, a government or regulatory authority, or court of competent jurisdiction says we have to and the one of us disclosing it will give the other as much notice as reasonably possible before any disclosure.



- 7.2 Each of us will return or destroy any of the other's Confidential Information within a reasonable time when the other asks in writing.
- 7.3 This Clause 7 will stay in place for a period of three years following the end of this Contract.

8 Data Protection

- 8.1 Both of us will comply with our data protection obligations as set out at <https://www.bt.com/products/static/terms/pdf/gdpr-clause.pdf> or any other link that BT notifies you of.

Parties' obligations

9 BT's Obligations

Where applicable before the Trial Period and during the Trial Period, BT:

- 9.1 provide the Trial Service with the care and skill that would reasonably be expected in the circumstances;
- 9.2 comply with applicable law.

10 Your Obligations

Where applicable before the Trial Period and during the Trial Period you will:

- 10.1 ensure that any of your or your User equipment that is connected to or used in conjunction with the the Trial SIM Services is:
- (a) adequately protected against viruses and other breaches of security;
 - (b) technically compatible with the Trial SIM Service and will not harm or damage BT equipment, the BT network, or any of BT's suppliers' network or equipment; and
 - (c) approved and used in accordance with relevant instructions, standards and applicable law and any safety and security procedures applicable to the use of that equipment.
- 10.2 immediately disconnect any equipment where it does not meet any relevant instructions, standards, applicable law or puts you in breach of BT's Acceptable Use Policy.
- 10.3 use the Trial SIM Services in accordance with any instructions from BT, in accordance with BT Privacy Policy, BT Acceptable Use Policy and BT Compliance Obligations (available at [Terms and conditions for business customers \(bt.com\)](https://www.bt.com/terms-and-conditions-for-business-customers)), in compliance with all applicable laws and regulations and for the purposes for which it is designed.
- 10.4 not use the Trial SIM Services fraudulently or for fraudulent purposes.
- 10.5 pass back all SIM cards to BT at the end of the Trial SIM Services.
- 10.6 not perform or disclose any information in relation to the security testing of the Trial Service or associated infrastructure including network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
- 10.7 be responsible for duplicating and storing content (including applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material)you wish to keep on other devices not connected with the Trial Service.

Ending the Trial Service or the Contract

11 When BT may restrict, suspend or terminate the Trial Service

- 11.1 BT may restrict, suspend or terminate the Trial SIM Service (or any part of it) at any time, for any reason (including for Force Majeure) on written notice to you.

12 When you may terminating the Contract

- 12.1 You may terminate the contract for any reason (including Force Majeure) on giving 3 days written notice.

13 What happens when the contract is terminated

- 13.1 If the Contract is terminated or expires for any reason:
- (a) it will not affect any rights that either of us have up to that point; and
 - (b) you will immediately pay BT any money and interest that is due on the date of termination (if applicable).

If Something Goes Wrong

14 How far each of us can be held responsible

For the purposes of this clause 14, "**Claim**" means any legal claims, actions or proceedings against one of us, whether threatened or actual, whether by a third party or the other party to this Contract.

- 14.1 The Contract excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.
- 14.2 Nothing in the Contract excludes or limits the liability of either of us for:
- 14.2.1 death or personal injury caused by either of us being negligent;



14.2.2 fraud or fraudulent misrepresentation; or

14.2.3 any other liability that cannot be excluded or limited under applicable law.

14.3 Other than for those matters set out in Clause 14.2, BT will not be held liable, regardless of how that liability arose, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for any losses.

14.4 Other than for those matters set out in Clause 14.2 and 14.6 the total liability of the Customer, regardless of how that liability arose, and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to £500.

14.5 For the avoidance of doubt, BT shall not be able to claim for any indirect or consequential losses.

14.6 If you or your Users do not comply with the Acceptable Use Policy, you will indemnify BT for any Claims, losses, costs or liabilities BT incurs as a result.

14.7 Regardless of what it may say elsewhere in the Contract, both of us will take reasonable steps to mitigate each of our losses, even where that loss occurs as a result of anything that may give rise to a Claim under an indemnity.

14.8 BT recommends that you obtain business continuity (or other) insurance that is appropriate for the nature of your business, just in case something goes wrong.

Everything Else

15 Transferring to another party

15.1 Neither party may assign the benefits of this Contract.

16 Third Parties' Rights

A person who is not a party to the Contract will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, even if a term seems to give the party a particular benefit.

17 What happens if part of the contract is illegal, invalid or unenforceable

17.1 If any court of competent jurisdiction finds that any part of the Contract is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Contract will be affected.

17.2 If any illegal, invalid or unenforceable part of the Contract would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Contract so it reflects what we both originally intended as much as possible.

18 After the contract ends

At the end of the Contract, provisions in the Contract that we both expect to remain in place after it ends will stay in place.

19 The contract stands on its own

19.1 The Contract sets out the whole agreement between both of us and replaces any previous communication between us.

19.2 Your own standard terms are not part of the Contract even if you provided them to BT before signing the Contract, or if you send them to BT or refer to them in an Order.

19.3 By agreeing the Contract, each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Contract. Each of us also waives all rights and legal remedies they might have had if it were not for this Clause 19.

20 Choice of Law and Courts

20.1 The laws of England and Wales will apply to the Contract and any disputes or claims in connection with it or our relationship, including non-contractual ones.