



MODULES



CONNECTIVITY  
PLANS



SOFTWARE &  
PLATFORMS

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Getting Started with the SIM

**Telit**

**IoT CONNECTIVITY**



## TELIT IoT CONNECTIVITY STARTER SIM – TERMS AND CONDITIONS

Dear Customer:

Thank you for agreeing to carry out an evaluation of the services provided by Telit Communications PLC or its subsidiaries ("Telit").

**Please be aware that your use of the Telit IoT Connectivity services (including use of any third party SIM card(s) received from Telit) provided to you by Telit automatically confirms your agreement with the terms and conditions of this letter. If you do not agree to the terms hereof, please do not use the offered Telit IoT Connectivity services and return all SIM cards received from Telit as soon as possible, unused.**

Together with this letter you are receiving a SIM card for use only as specified in this letter.

Each SIM card includes a single subscription.

**APN** to be used is according to the "Getting Started with your Telit Account" email.

**IoT Portal:** In order to enable you to log-in, a user has been created for you. Please expect a "Welcome email" from the IoT Portal. Once you have activated your user, you may enter the IoT Portal via: <https://portal.telit.com/welcome@devicewise.com>

### TERMS (SEE THE STANDARD TERMS AND CONDITIONS PROVIDED WITH THIS LETTER)

**Trial Period:** 6 Months following receipt of the SIM card.

Implementation Services provided under this "IoT Basic Instructions for Starter SIM IoT CONNECTIVITY End User" are governed by the Telit's Terms and Conditions available at <https://docs.devicewise.com/Content/LegalNotice/Cloud-and-Connectivity-Services-Terms-and-Conditions.htm> in any case of conflict between the Terms and Conditions on Telit's web site and the STANDARD TERMS AND CONDITIONS on this brochure, the Terms, and Conditions on Telit's web site will prevail.





## STANDARD TERMS AND CONDITIONS

1. The SIM card and associated managed services shall be used only together with Customer's equipment and within modules purchased from Telit. The SIM card and associated managed services may be used only for testing purposes and not for operational/commercial usage. The SIM card and associated managed services may only be used in territories determined by Telit from time to time. If, notwithstanding the aforesaid, the SIM card and associated managed services is used outside of the territory, without limiting Telit's rights, the Customer shall be charged pursuant to standard pricing as applicable from time to time which shall be made available to Customer upon request.
2. The maximum amount of data transmission allowed during the entire Trial Period for each SIM card is according to the "Getting Started with your Telit Account" email. If during the Trial Period the SIM card is used in excess of the maximum allowed, then the Customer shall be charged for the overage fees pursuant to standard pricing as applicable from time to time which shall be made available to Customer upon request. Customer must pay for any such overage fees within 30 days of invoice.
3. The SIM cards may not be used for SMS and voice services. The SIM cards may only be used for M2M IP data services within the allowance specified in 2 above.
4. You will only use the SIM card/s and the associated managed services in accordance with applicable legislation or regulation and as may be reasonably instructed by Telit from time to time. You will not use any devices to route third party call traffic data services with respect to your use of the SIM card/s without Telit's written permission. Telit may vary these Standard Terms and Conditions upon notice to you and you will be bound by such variation. If you wish not to be so bound you may return the SIM cards and refrain from further use of the associated managed services.
5. The SIM cards and the services provided by Telit are provided "as is" and Telit expressly excludes, to the maximum extent allowed by law, all representations, warranties and undertakings of any kind whatsoever, express or implied, whether by statute, common law or otherwise. Without prejudice to the generality of the foregoing, Telit specifically disclaims the implied warranties of merchantability, satisfactory quality and/or fitness for a particular purpose. Telit provides the SIM cards and associated managed services without any service level guarantees. For queries the Customer may contact Telit's customer support at:  
**support-iotconnectivity@telit.com**  
**+39 0404 - 192 555 / +18 4747 84333.**
6. The SIM cards may not be provided by the Customer to any third party. If a SIM card is lost, stolen or damaged, the Customer must notify Telit of the same in writing as soon as reasonably possible and in any event within 24 hours. SIM cards must be returned to Telit upon the earlier of its request or the end of the Trial Period. Test SIM cards must be returned to:  
**Telit Communications PLC c/o**  
**Telit Communications S.p.A.**  
**Via Stazione di Prosecco 5/B**  
**34010 Sgonico - Trieste, Italy**  
**Phone: +972 3 791 4000**  
**Fax: +972 3 791 4008**
7. Customer shall defend, indemnify and hold harmless Telit against any and all claims, damages and expenses arising out of or in connection with Customer's breach of these Terms and Conditions.
8. **Termination:** Telit may, in its sole discretion, terminate the provisioning of services, amend the coverage area and / or the third party providers providing service and/or disconnect / deactivate any SIM card subscription at any time without any liability therefor and with no prior notice.



9. You acknowledge and consent that Telit may itself, or through a third party, access network diagnostics and location information pertaining to the wireless device and mobile network hosting the Telit IoT Connectivity SIM in order to provide you with information that may be required, inter alia, for trouble shooting or diagnostic purposes. You agree that you will use, hold and deal with such information in compliance with all relevant laws. Furthermore, you agree to release such information back to Telit to the extent that Telit is required by law enforcement or other local or national authorities to provide such information.

**10. Limitation of Liability:** The Customer acknowledges that the SIM cards and services provided by Telit are provided for testing purposes only, that it makes use of the SIM cards and the associated managed services at its own risk, and that Telit shall have no liability to Customer with respect to such services or SIM cards or the use thereof [other than as may otherwise be required by law, and in such case only to the minimum liability required by law]. Without limiting the aforesaid, Telit shall in no event be liable for any consequential, indirect, special or punitive damages including but not limited to loss of business, loss of revenue, loss or corruption of data, loss of goodwill, loss of use or downtime, or any damage relating to the procurement of any substitute goods or services.

**11. Confidentiality and Intellectual Property Rights:** Customer agrees that it shall not disclose to any third party, without the prior written permission of Telit any information regarding the services or products provided by Telit or the business of Telit unless and until such information is generally available in the public domain through no fault of Customer. Except as is otherwise required or permitted by law, Customer shall not and shall not allow any third party to reverse engineer, decompile

or modify the SIM cards or the associated managed services or take any other, similar action. Customer acknowledges that any and all intellectual property rights in the SIM cards and the associated managed services belong to Telit and its providers and licensors.

**12. General:** Unless updated by Telit pursuant to the provisions of Section 4, these Terms and Conditions constitute the entire understanding between the parties. Except as specified otherwise herein, nothing in these Terms and Conditions confers any rights on any other person who is not Telit or the Customer. The Customer may not assign, novate, transfer or otherwise deal with the benefit or burden hereof. Telit may assign, novate, transfer, sub-contract, charge or otherwise deal the terms hereof and its rights and obligations hereunder at any time without the consent of the Customer.

**13. Governing Law:** If Telit Communications Plc provides you with the SIM cards under these Terms and Conditions, then these Terms and Conditions and services and goods provided hereunder shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of London, England, provided that Telit may seek preliminary relief in any court world-wide. If Telit IoT Platforms, LLC provides you with the SIM cards under these Terms and Conditions, then these Terms and Conditions and services and goods provided hereunder shall be governed by the laws of the State of New York, USA and subject to the exclusive jurisdiction of the courts of New York, New York, USA, provided that Telit may seek preliminary relief in any court world-wide.