



Aepona GSMA Portal and OneAPI Terms and Conditions of Use and Privacy Policy

Please read the following Terms carefully. They are legally binding and govern Your access to and use of the oneapi.aepona.com website ("Site") and the products and services offered or available on or via the Site including the APIs. The APIs are only provided under these Terms of Use and by referencing or otherwise using these APIs You agree to be bound by these Terms of Use. If You do not agree with these Terms of use, You should exit the Site now and You must not reference or otherwise use these APIs. By continuing to browse or otherwise use the Site You agree to be bound by these Terms.

These Terms of Use commence on the date on which You first register with the Site, or reference or otherwise use the APIs.

1. Definitions

1.1 The Site is owned and operated by Aepona Ltd, whose registered office is at Interpoint Building, 20-24 York Street, Belfast, BT15 1AQ, Northern Ireland ("We", "Our" and "Us"). The Content and Services provided on the website will be owned by Us, Our Application Providers or other Users.

1.2 Where We refer to "Terms" We mean these terms, including any future revised versions.

1.3 Where We refer to "Application Providers" We mean entities which are not part of Aepona Ltd and which are providing Content as software or other applications on or via the Site. You may also be an Application Provider.

1.4 Where We refer to "You" in these Terms We mean any visitor to the Site who browses or otherwise uses the Services or the Content on the Site and the person with permission to the use the APIs under these Terms of Use (and "Your" shall be construed accordingly).

1.5 Where We refer to "Content" We mean all data, information, material and other content, including without limitation text, pictures, photographs, software (whether as source code or object code), applications, video, music, sound and graphics which are made available on the Site.

1.6 Where We refer to "Services" We mean all the services and functions available on the Site, including (without limitation) those which allow You to collaborate in projects and use the functionalities relating to project development.

1.7 Where We refer to "Aepona" We mean Aepona Ltd and any company or other entity in which Aepona Ltd owns (directly or indirectly) more than 15% of the issued share capital.

1.8 Where We refer to "IPR" We mean all intellectual property rights including without limitation any patent, registered design, copyright, design right, database right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence, and any other intellectual or industrial property right of any nature whatsoever in any part of the world.

1.9 Where We refer to "Users" We mean visitors to the Site.

1.10 Where We refer to "EEA" We mean the European Economic Area, which currently comprises the Member states of the European Union plus Norway, Iceland and Liechtenstein.

1.11 Where We refer to "API" or "APIs" We mean the application programming interfaces that are made available through oneapi.aepona.com.

1.12 Where We refer to "Duration" We mean the period from the date on which You accept (or are deemed to accept) these Terms of Use until Aepona serves notice under Clause 7.1.

1.13 Where We refer to "Relevant Application" We mean an application which, references, passes arguments to or otherwise uses the APIs.

2 Use of the Site

2.1 You acknowledge and agree that You are only permitted to browse and use the Site and the Services as expressly set out in these Terms or any other applicable terms published on the Site.

2.2 Your use of the Site is currently free although some Content and Services may be chargeable as indicated on the Site and in any accompanying terms. We reserve the right to charge for access to part or all of the Site in the future, subject to giving You clear notice when entering any part to which charges apply.

2.3 You will need to provide all equipment necessary for You to access the Site, the Content and the Services and You are responsible for paying all charges to which You may be subject. If Your equipment does not support the relevant technology used on the Site or used to provide the Content or the Services including, but not limited to, encryption, You may not be able to use the Site or certain Services or access certain Content on the Site.

2.4 You may not unless expressly permitted (by a separate licence on the Site or otherwise):

2.4.1 copy, remove, modify, interfere with, obscure, reformat, reverse engineer or decompile, transfer or otherwise make available the Services or the Content or any information learned by You whilst using or accessing the Site or any software used to operate the Site or provide the Services (except to the extent expressly permitted by applicable law), or use any automated means to monitor the Site; or

2.4.2 remove, obscure or change any copyright, trademark or other intellectual property right notices displayed on the Site or displayed on any material copied or printed from the Site.

2.5 Any use of caching, http accelerators, for example Squid, or similar technology is permitted, however, this means that We cannot guarantee that You are viewing the most up to date version of the Site or any particular web-page or Content.

2.6 We encourage You to establish a link to the Site from Your site provided We are satisfied that the link makes clear that the Content is proprietary to and made

available by Us, the Application Providers and other Users and You do nothing to misrepresent such Content or linked material in any way or cause any detriment to Us, the Application Providers or other Users in any way. We reserve the right to withdraw Our permission for a link to the Site for any reason and at any time.

2.7 Subject always to section 5 below, if You provide Us with any feedback on the Content or the Services or if You upload or publish any material or content about any of the Services or Content on any public areas made available on the Site or via the Services, You hereby grant to Us a perpetual, irrevocable, royalty-free, world-wide licence to use, reproduce, transfer, licence, modify, adapt and/or publish any such feedback, material or content provided by You to Us as We see fit. Please retain a copy of all content that You provide to Us, as We cannot guarantee to return it to You.

2.8 Only over 13s may use the Site. If you are between 13 and 18 please ensure that you have parental consent to your activities on the Site.

3 Your Licence

3.1 Aepona grants You a non-exclusive, non-transferable, worldwide, royalty-free and limited licence (without the right to sub-licence) to use the APIs for the Duration for your personal and non-commercial testing, development, use and/or evaluation of Relevant Applications. You may not use the APIs under these Terms of Use with or in relation to the development of any Relevant Application in relation to which you charge a royalty or other usage fee. Please contact oneapi_support@aepona.com if you would like to discuss such form of development or usage. Any unauthorised use of the APIs may be treated as an offence under the provisions of the Computer Misuse Act 1990.

3.2 Whilst You will not be charged a licence fee by Aepona for Your licence to use the APIs, some uses of the APIs may incur charges (for example, data transmission costs, SMS or other messaging costs), You are responsible for any such charges, and agree not to attempt (or permit others) to circumvent any such charges. Credits for some of these charges may be available on oneapi.aepona.com – see the site for details.

3.3 You may not sell or otherwise offer access to, distribute, modify, adapt, amend, or otherwise alter the APIs, or attempt to do any of the foregoing.

3.4 You may not use the APIs for any purpose, or in any application, the purpose or functionality of which is obscene, pornographic, threatening, racist, menacing, offensive, defamatory, in breach of confidence or applicable law or which is otherwise objectionable or unlawful.

3.5 If You develop a Relevant Application:

3.5.1 You may distribute such Relevant Application under licence terms of your own choosing, provided that You make no reference to Aepona, and do not offer any form of guarantee, warranty or other obligation from or on behalf of Aepona without Aepona's express prior written consent; and

3.5.2 You will produce the Relevant Application with reasonable skill and care and in good faith.

4 Your General Obligations

You will only use the Site, the Services and the Content in accordance with these Terms (and any other licences specified on the Site) and in an appropriate and lawful manner and, by way of example, You shall not (and shall not authorise or permit any other party to):

4.1 use the Site or the Services to: (a) receive, access or transmit any content which is obscene, pornographic, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright) or otherwise objectionable or unlawful; or (b) defame, abuse, threaten, harass or otherwise use inappropriate conduct against any other user;

4.2 circumvent user authentication or the security of any host, network or account (referred to as "cracking" or "hacking") nor interfere with service to any user, host or network (referred to as "denial of service attacks") nor copy any pages or register identical keywords with search engines to mislead other users into thinking that they are reading Our legitimate web pages (referred to as "page-jacking"). Users who violate systems or network security may incur criminal or civil liability and We will at Our absolute discretion fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities;

4.3 use the Site or the Services to advertise or offer to sell any goods or services for any commercial purpose without Our express prior approval;

4.4 restrict or inhibit any other user from using the Site;

4.5 knowingly or recklessly transmit any electronic content (including viruses) through the Site or the Services which shall cause or is likely to cause detriment or harm, in any degree, to computer systems owned by Us or any other person; or

4.6 make excessive traffic demands, deliver or forward chain letters, "junk mail" or "spam" of any kind, surveys, contests, pyramid schemes or otherwise engage in any other behaviour intended to inhibit other users from using and enjoying the Site, the Services or the Content or which is otherwise likely to damage or destroy Our reputation or the reputation of any third party.

5 Privacy Policy

We are committed to respecting Your privacy and to complying with applicable data protection and privacy laws. You can visit oneapi.aepona.com (the "Site") without disclosing any personally identifiable information about yourself, although please note that We may use cookies and collect other non-personally identifiable information about Your browsing activity.

5.1 Your Information

5.1.1 You agree to provide true, accurate, current and complete information in all fields indicated when registering on the Site. You must notify Us immediately of any changes to Your registration details by amending them within the "Edit Profile" function.

5.1.2 Your user name must not be obscene, threatening, menacing, racist, offensive, derogatory, defamatory or in violation of any IPR or other rights of any third party. If We consider that Your user name is inappropriate We may prevent Your use of such user name.

5.1.3 Please be careful when you disclose any personal information on the Site.

5.2 Personal Information Collection

5.2.1 We endeavour to collect and use Your personal information only with Your knowledge and consent and typically when You use services or register on the Site, make enquiries and when You respond to communications from Us (such as questionnaires or surveys). We may also use Your personal information to verify Your identity when required (You may lose Your password or security information for example, and We may then need to ask You for other 'identifiable' information to protect Your data from unauthorised access).

5.2.2 The type of personal information We may collect could include: Your name, email address, mobile number and username. Your name and email address will be used for verification and security purposes. Your username will enable you to use the Site. We may ask You to confirm that You are over a certain age at various parts of the Site. We may also collect Your data relating to your feedback and/or comments and applications that you have downloaded and/or used to make up your account history. If you do not agree to us collecting this information please email us at oneapi_support@aepona.com. If You choose to provide Us with personal information it will be used in support of the intended purposes stated as above or at the time at which it was collected, and subject to any preferences indicated by You.

5.2.3 In order for You to access the Site it may be necessary for Your local service provider to pass your telephone number to Us. By accessing and using the Site, you grant your consent to such transfer. You can withdraw such consent at any time by informing your local service provider.

5.2.4 We will process your telephone number automatically in order to allow Us to provide the services that You request from the Site, as well as potentially communicating with you about the Site and related promotional activities.

5.2.5 You acknowledge that by providing data to Us, You consent to Us processing and sharing it with other companies within Aepona in accordance with these Terms.

5.3 Non-Personally Identifying Information

5.3.1 We may also collect non-personally identifying information about Your visit to Our web and other similar sites based on Your browsing (click-stream) and development activities. This information may include the pages You browse and any software, applications, products or services viewed, ordered or downloaded, or those projects with which you collaborate, for example. This helps Us to better manage and develop Our sites, to provide You with a more enjoyable, customised service and experience in the future, and to help Us develop, deliver and/or propose better content, projects and services tailored to Your individual interests and needs.

5.3.2 You acknowledge that by providing non-personally identifying information to Us, You consent to Us processing and sharing it with other companies within Aepona.

5.4 Cookies

5.4.1 We may use cookies to record details such as a user identity and general registration details on Your PC. This helps Us recognise You on subsequent visits so that You don't have to re-enter Your registration details each time You visit Us and allows Us to carry out those activities mentioned in the above section "non-personally identifying information". Depending upon the type of browser You are using, You may be able to configure Your browser so that: (i) You are prompted to accept or reject cookies on an individual basis; or (ii) You may be able to prevent Your browser from accepting any cookies at all. You should refer to the supplier or manufacturer of Your web browser for specific details about cookie security.

5.5 Information Security

5.5.1 Please be aware that communications over the Internet, such as emails/webmails, are not secure unless they have been encrypted. Your communications may route through a number of countries before being delivered - this is the nature of the World Wide Web/Intranet. Aepona cannot accept responsibility for any unauthorised access or loss of personal information that is beyond Our control.

5.5.2 You acknowledge that any public chat, discussion group or bulletin board services and similar services that may be offered by Aepona on the Site or via the Services are public communications and Your communications may be available to others. Consequently You should be cautious when disclosing personal or sensitive information or any information which may identify You in these public areas.

5.5.3 Monitoring or recording of Your communications with Us may take place in accordance with the law, and in particular for Aepona's business purposes, such as for quality control and training and to prevent unauthorised use of Aepona's systems.

6 Discussion Forums

6.1 The Site forums provide You and other users with an online facility with which to communicate ideas, thoughts and comments regarding the Content and Services featured on the Site and, in particular, for the purpose of discussing wireless and internet communications applications.

6.2 We reserve the right to remove any "off-topic" posts made by You at any time.

6.3 The forums are provided 'as is' and We assume no responsibility for the timeliness, deletion, incorrect display or failure to store any Content posted to or on the forums. We reserve the right to alter, suspend or discontinue the forums at any time.

6.4 You consent to all Content which You post on the forums being displayed on the forums as well as being used and retained by Us. You grant Us a perpetual, irrevocable, royalty-free, world-wide licence to reproduce, transfer, license, modify, adapt and/or publish any Content posted by You on the forums.

6.5 You are responsible for all Content which you post on the Site, and you certify that you own all the IPR in Your Content. You indemnify Us against any claim We receive due to Content which You post on the Site and in respect of all losses,

damages and expenses suffered or incurred by Us due to Your posting of Content on the Site.

6.6 You read and post Content on the Site entirely at Your own risk. We are not responsible for and do not endorse any Content on the forums. You understand that by using the forums You may be exposed to Content that is offensive, indecent or objectionable. We do not generally (and are not required to) monitor or edit the ways in which You or others use the forums or the Content which is placed on the forums. However, We reserve the right to edit, bar or remove any Content on or from the forums at any time as We believe to be necessary in order to prevent any breach of these Terms or any breach of applicable laws or regulations.

6.7 We reserve the right to suspend or terminate Your use of the forums for any reason at Our sole discretion.

7. Liabilities, Indemnities and Disclaimer

7.1 You shall hold harmless, indemnify and keep Aepona indemnified against all liability, loss, damages, claims, proceedings or actions, settlements, costs and expenses (including legal expenses) awarded against or incurred or paid by Aepona as a result of or in connection with:

7.2 Your breach of this licence, any terms implied by law or any warranty given by You in relation to a Relevant Application;

7.3 any infringement or alleged infringement of any IPR arising out of your use of the APIs or any Relevant Application; and

7.3 any breach by You of any applicable laws.

7.4 The APIs are still under development, are released for test and evaluation purposes only, are not a commercial-grade product and are provided without royalty fee. Consequently, the APIs are provided "as is" without any warranty of any kind, express or implied or statutory, including but not limited to any implied warranties or conditions of merchantability, fitness for a particular purpose and non-infringement. You use the APIs entirely at Your own risk.

7.5 Aepona does not guarantee the uptime or uninterrupted service of any services offered by or via the APIs (including, without limitation, access to the APIs).

7.6 Aepona may, from time to time, vary the functionality of the APIs, which may affect any applications (including, without limitation, any Relevant Applications) using the APIs. Whilst Aepona will endeavour to provide notice of changes to the APIs via oneapi.aepona.com (or otherwise), Aepona reserves the right to change the APIs without notice.

7.7 Subject to Clause 7.10, Aepona shall not be liable for any damages (whether direct, indirect, consequential, incidental loss or otherwise) arising from or relating to Your use of the APIs.

7.8 Aepona does not warrant that the APIs will be free from disabling devices or other malicious code.

7.9 The limitations and exclusions of liability in this Clause 7 apply whether the damages arise from breach of contract, negligence, or any other cause of action to the extent that such limitations and exclusions are not prohibited by applicable law.

7.10 Nothing in these Terms shall act to limit or exclude Our liability for death or personal injury resulting from Our negligence, fraud or any other liability, which may not by applicable law be limited or excluded. Your statutory rights are not affected.

7.11 Due to the inherent risks in using the Internet, We cannot be liable for any damage to, or viruses that may infect, Your computer equipment or other property when using or browsing the Site, using the Services or when downloading any Content and neither We nor any member of Aepona shall be liable for any loss, claim, damage, or any punitive, indirect, incidental or consequential damages of any kind (including but not limited to lost profits or lost savings or loss or corruption of data) whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with: (i) any use of the Site, the Services or the Content; (ii) any failure or delay in the use of or inability to use any component of the Site, the Services or the Content; and (iii) any other information, software, products, services and related graphics obtained through the Site or the Services in all cases even if We have been forewarned of such loss or damage.

7.12 We make every effort to ensure the security of Your communications. You are however advised that for reasons beyond Our control, there is a risk that Your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, Your communications may pass over third party networks over which We have no control. The Internet is not a secure environment. Unwanted programs or material may be downloaded without Your knowledge, which may give unauthorised persons access to Your PC or other connecting device and the information stored on it. These programs may perform actions that You have not authorised, possibly without Your knowledge.

7.13 We shall not be liable to You due to any cause beyond Our reasonable control including but not limited to Act of God, inclement weather, act or omission of Government or public telephone or telecommunications operators or other competent authority or other party for whom We are not responsible.

7.14 Your only remedy under these Terms is to discontinue using the Site, the Services and/or the Content.

8 Liability for Third Party Content

8.1 We assume no responsibility for and We do not endorse (unless expressly stated), any third party's website, products or services which may be linked to or which may be made available from the Site, the Services or the Content or any other content or information published on any third party's website.

8.2 Please note that We cannot be held responsible for and do not actively control, monitor or endorse any information or communication from members of the public which is uploaded to or published on or in any public areas made available on the Site or via the Services.

9. Feedback, Comments and Complaints

9.1 Aepona welcomes Your feedback on the performance of the APIs (including the identification of any errors and bugs), as well as Your general comments and observations on the APIs. Any such feedback may be sent to oneapi_support@aepona.com, or otherwise posted on the discussion forums on oneapi.aepona.com. You grant to Aepona a perpetual, irrevocable, royalty-free, world-wide licence to reproduce, transfer, license, modify, adapt, publish and use such feedback in any way.

9.2 You agree to notify Aepona as soon as is reasonably possible of any problem known to You that relates to the APIs.

9.3 You agree that Aepona may collect personally and non-personally identifying information about Your use of the APIs. This helps us to better manage and develop our APIs, and to help us develop and deliver better products and services tailored to our customers' interests and needs. All collection and usage of such identifying information is governed by the Privacy Policy available at oneapi.aepona.com.

9.4 If You do send Us feedback or comments about any of the Services or Content We cannot guarantee that We will review it or respond to it. In addition, You acknowledge that You do so on a non-confidential basis and that We do not owe You any duty of confidentiality in relation to Your feedback or comments. You certify that You own all the IPR in Your feedback and comments, and You agree not to assert any ownership right of any kind in Your feedback and comments and You waive the right to receive any financial or other consideration in connection with such feedback and comments. To the extent that such rights exist, You hereby grant to Us a perpetual, irrevocable, royalty-free, world-wide licence to use, reproduce, transfer, license, modify, adapt and/or publish any feedback or comments provided by You to Us as We see fit.

9.5 Please notify Us as soon as possible of any complaint regarding the Content, the Services or the Site by emailing full details to oneapi_support@aepona.com. We will respond to the complaint as soon as We can, and will remove or delete any Content that We consider may be offensive, illegal, violate the rights, harm or threaten the safety of any person, or which is in any other way inappropriate.

10. Intellectual Property Rights

10.1 You acknowledge that all IPR subsisting in or associated with the APIs (including without limitation all relevant documentation and manuals, but excluding Relevant Applications) is and remains Aepona's property, or that of its licensors (as appropriate).

10.2 You acquire no rights in, or ownership of, any IPR subsisting in or associated with the APIs (apart from in relation to Your Relevant Applications).

10.3 The word or mark "Aepona", however represented, included stylised representations, all associated logos and symbols and combinations of the foregoing with another word or mark ("Aepona Marks") are Our trade marks or those of one of Aepona companies. You shall only make fair use of the Aepona Marks and will not use the Aepona Marks: (1) as or as part of Your own trade marks; (2) in a manner which is likely to cause confusion; (3) to identify products to which they do not relate; (4) to imply endorsement or otherwise of products or services to which they do not

relate; or (5) in any manner which does or may cause damage to Our reputation or the Aepona Marks.

10.4 All IPR and goodwill in and relating to the Site, the Content and the Services (including all components developed and produced for the Site or otherwise used to provide the Content and the Services including the operating software, format, art direction, look and feel and content) shall be owned by Us or otherwise licensed to Us by the Application Providers, third party contributors, advertisers, creative partners or any other third parties. Except as expressly permitted in these Terms or any other licences specified on the Site, Your use of the IPR displayed on the Site or contained in the Content or made available via the Services is prohibited.

10.5 All rights are expressly reserved and nothing in these Terms and nothing on the Site or in the Services shall confer any licence or other transfer of rights to You whether by estoppel, implication or otherwise, unless expressly stated otherwise on the Site.

11. Termination

11.1 Aepona reserve the right to edit, modify, suspend, terminate or remove the Site, the Services and/or the Content and APIs at any time, without notice and for any reason and this may include without limitation terminating Your access to the Site, the Services and/or the Content immediately following any breach of any of these Terms by You or in the event We need to carry out any maintenance work to repair, update or upgrade the Site, the Services or the Content.

11.2 At the end of the Duration, You will cease to use the APIs. For the avoidance of doubt, you may continue to offer support for any applications that You developed and distributed prior to the end of the Duration.

11.3 We reserve the right to revise these Terms at any time and any revised terms shall become effective two weeks after being posted on the Site. By continuing to use the Site, the Services or the Content You will be deemed to have accepted the revised terms and You should check back periodically to ensure that You have read the most current version.

12. General

12.1 These Terms are severable so that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of these Terms.

12.2 Our failure to exercise any particular right or provision contained in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Us in writing.

12.3 You acknowledge and agree that in entering into these Terms You do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these Terms or not) other than as expressly set out in these Terms as a warranty. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

12.4 You undertake that You will not assign, re-sell, sub-lease or in any other way transfer Your rights or obligations under these Terms or part thereof. Contravention of this restriction in any way, whether successful or not, will result in the Services being terminated by Us immediately. We may assign these Terms in whole or in part to any third party at its discretion.

12.5 A person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any provision of these Terms.

12.6 These Terms are governed by and construed in accordance with the laws of Northern Ireland and You hereby submit to the non-exclusive jurisdiction of the Northern Irish courts.

13. Operators API Usage

The user confirms that they understand that the OneAPI portal is able to provide indirect access to a number of APIs provided by individual Operators. The user acknowledges that before any specific endpoint is used - it will be deemed that the terms and conditions provided by the appropriate Operator who is providing the API have been reviewed and accepted as the basis on which connection to this endpoint will be provided by the OneAPI portal. In order to ensure that all of the terms and conditions of a specific operator are met, it is suggested that the user should also register separately to that Operators Developer programme. If a specific Operator requires a user to register to their developer programme before providing details of the terms and conditions related to the use of their APIs, then the user should register with the Developer Programme and review these before registering for the OneAPI portal.

For a list of Operators and their API usage Terms and Conditions please go to the following link:

<http://gsma.securespsite.com/access/entry/Entry%20Site%20Library/Terms.aspx>

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