



**AVIRE TRADING LIMITED (THE “COMPANY”)  
TERMS OF USE AND FAIR USAGE POLICY -  
SIM CARDS**

**Please read these Terms of Use carefully before you purchase or use SIM cards and/or network services as part of an Avire SIM card product offering (“the Services”)**

**By using the Services you agree to comply with and be bound by these Terms of Use. If you do not agree to be bound by these Terms of Use, you will not be allowed to access or use Services.**

**This Policy explains your usage obligations, how to avoid breaching these obligations and what will happen if your usage breaches these obligations and falls outside this Fair Usage Policy**

**1. YOUR CONTRACT:**

We provide SIM cards on different tariffs with various contract lengths; each SIM card has an inclusive amount of data and/or voice allowance per month.

Your contract will start one calendar month after the date of invoicing and, providing the fair usage policy is adhered to, continue until the end of the contract.

We will contact you prior to the contract expiry date and offer you the option to renew your contract. Should you not advise us that you wish to renew or fail to respond before the expiry date, we will cancel the SIM card on the expiry date.

**2. YOUR OBLIGATIONS**

You must only use our services or SIM cards in connection with GSM/GPRS devices specifically designed for emergency communications and/or data transfer to/from a lift or lift equipment. Usage of the SIM or service in any other device, including but not limited to consumer devices such as smartphones, mobile phones, and machine to machine (m2m) devices other than those specifically intended for use within the lift industry.

You must only use equipment or SIM Cards for the purposes advertised, described in any user guides, or as instructed by us.

You must not use, or allow anyone else to use, our services or SIM cards for call forwarding services, concurrent calling, paging services, onward calling services or to contact numbers that pay a revenue share and you can't resell our services.

Making unusually high volumes of calls, making multiple calls at the same time or making calls to earn financial revenue or any other reward from these calls would constitute use of our services or SIM cards that falls outside this Fair Usage Policy.

You must not consistently exceed the nominal voice and/or voice/data and/or data allowance included in the product or service purchased. We monitor all SIM card usage and will contact you if your SIM card(s) is(are) exceeding their allowance(s); if this occurs you must take all reasonable steps to rectify the situation on a timely basis to avoid contract cancellation and/or excess use charges.

You must not use our services or SIM cards to generate artificially inflated traffic or to persistently send automated or unsolicited text messages. Sending unusually high volumes of SMS messages, sending SMS messages to an unusually large number of recipients or distribution groups or sending any automated or unsolicited SMS messages. Furthermore, sending spam text messages would fall outside this Fair Usage Policy.

# AVIRE

You must not use our services of a SIM Card fraudulently, in connection with a criminal offence, in breach of any law or statutory duty, to make a call or send a message or to take pictures or video or send, upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of any Rights or anyone's privacy or is otherwise unlawful.

You may only use our services in the United Kingdom.

Remember that this isn't an exhaustive list of how you could be breaching our Fair Usage Policy. Other activities which we reasonably believe to be outside of legitimate use may also be subject to the terms in this Fair Usage Policy.

### 3. WHAT HAPPENS IF YOUR USAGE FALLS OUTSIDE THIS FAIR USAGE POLICY?

If we reasonably suspect you're not behaving within this policy, we reserve the right to impose further charges or disconnect your SIM card or your tariff at any time, having attempted to contact you first.