



## Millbeck Communications

### Terms & Conditions of IoT Trial Services

These Terms and Conditions Agreement ("Agreement") is entered into by the company ("Customer") referenced in the trial sign-up form and **Millbeck Communications Limited** ("Millbeck" or "Supplier").

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#### 1. Acceptance of this Agreement

1.1 This Agreement becomes binding and effective for the use of Millbeck IoT Trial Services on the date ("Effective Date") that the Customer completes the trial sign-up form.

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#### 2. Scope of Trial, Limitations and Consumption

2.1 The Customer is provided with up to one (1) SIM cards, eSIMs, or MFF2 form-factor SIM. These SIMs shall be used only with the Customer's equipment.

2.2 Under the IoT Trial Services, each SIM is assigned a maximum data allowance of **1GB**. Once the **1GB** limit is reached, the SIM will automatically cease data operations and no further data usage will be available.

2.3 The Customer may be provided access to Millbeck's SIM management platform or dashboards as part of the trial. Feature access may be limited and is provided on a discretionary basis.

2.4 Trial SIMs must be used solely for testing and evaluation. **Commercial use is strictly prohibited.** The Customer acknowledges that Millbeck provides all trial services "as is" and makes no warranties—express or implied—as to fitness for purpose. Millbeck shall not be liable for any direct or indirect losses including, but not limited to, loss of business, loss of revenue, or loss of data.

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#### 3. Shipping and Handling

3.1 Millbeck may, at its discretion, waive shipping and handling fees for delivery of trial SIMs.

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#### 4. Service Portal and Customer Support

4.1 Where applicable, the Customer may receive access to a Millbeck service portal or equivalent interface for SIM visibility and management.



4.2 Trial support is provided on a **reasonable endeavours** basis. Support requests may be submitted through Millbeck's designated support channels.

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## **5. Term, Termination and Suspension of Service**

5.1 This Agreement is valid from the Effective Date and continues for **30 days**. The Agreement terminates automatically at the end of the trial period.

5.2 At the end of the trial, Millbeck will deactivate the SIMs. After six months, Millbeck may permanently remove the SIMs from its systems.

5.3 Millbeck may suspend, limit, or cancel any trial SIM service at any time without notice where necessary or reasonable.

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## **6. Intellectual Property Rights**

6.1 "Intellectual Property Rights" includes copyrights, patents, trademarks, trade secrets, design rights, domain names, software code, and related rights, including applications and registrations.

6.2 Millbeck retains all rights, title and interest in its Intellectual Property Rights, services, software, platform, and any improvements or derivative works. No intellectual property rights transfer to the Customer unless expressly stated in writing.

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## **7. Indemnity**

7.1 The Customer indemnifies and holds harmless Millbeck, its employees, officers, contractors, and agents from any losses, damages, costs, or claims arising from the Customer's misuse of the trial SIMs or breach of applicable laws, regulations, or industry standards.

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## **8. Confidentiality**

8.1 Either party may disclose Confidential Information to the other during the Agreement.

8.2 "Confidential Information" includes all non-public information identified as confidential or which should reasonably be considered confidential, including pricing, business plans, product information, security processes, and technical data.

8.3 Confidential Information does not include information that: (i) was already known to the Receiving Party; (ii) is disclosed legally by a third party; (iii) becomes public through no fault of the Receiving Party; or (iv) is independently developed.

8.4 The Receiving Party must protect Confidential Information using at least reasonable care and may use such information only for purposes of this Agreement or as required by law.

8.5 Neither party may disclose Confidential Information to third parties without prior written consent, except as permitted below.

8.6 Confidential Information may be disclosed without prior consent: (a) where legally compelled (with notice where lawful); (b) to professional advisors; (c) for enforcement of this Agreement; (d) in confidence in relation to a merger or acquisition; or (e) in emergencies involving risk of death or serious injury.

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## **9. Transfer and Assignment**

9.1 Millbeck may transfer or assign this Agreement, in whole or part, to any affiliated or successor entity without Customer consent.

9.2 The Customer may not transfer or assign this Agreement without Millbeck's prior written consent.

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## **10. Severability**

10.1 If any provision of this Agreement is deemed invalid or unenforceable, the remainder will continue in full force.

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## **11. Entire Agreement and Interpretation**

11.1 This Agreement constitutes the entire agreement between the Parties regarding the IoT Trial Services.

11.2 Any variations must be in writing and signed by both Parties.

11.3 Nothing in this Agreement creates a partnership, joint venture, or agency relationship.

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## **12. Governing Law and Dispute Resolution**

12.1 This Agreement is governed by the laws of **England and Wales**.

12.2 The Parties will attempt to resolve disputes through good-faith negotiation.

12.3 If unresolved, disputes shall be referred to arbitration under the rules of the Chartered Institute of Arbitrators. The arbitration tribunal shall consist of one arbitrator unless otherwise agreed.

12.4 Arbitration proceedings and outcomes shall remain confidential.

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## **13. Change Log**

- **20 November 2025**