

Terms of Use

Welcome to the Machine-to-Machine (M2M) Control Center of Grameenphone (the "GP"). The GP M2M Control Center provides access to a web based self-care portal to help you manage your GP-enabled M2M connections.

If you continue to browse and use this web portal, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy govern GP's relationship with you in relation to this service.

Please read the Terms and Conditions carefully before visiting or requesting for service in the GP M2M Control Center. By accessing or using this service, you agree to be bound by the Terms and Conditions set forth below. If you do not wish to be bound by these Terms and Conditions, you may not access the GP M2M Control Center. If you utilize any Service in a manner inconsistent with these Terms and Conditions, GP may terminate your access, block your future access and/or seek such additional relief as the circumstances of your misuse requires.

GP may modify the Terms and Conditions at any time and such modification shall be effective immediately upon posting of the modified Terms and Conditions. You agree to review the Terms and Conditions periodically to be aware of such modifications and your continued access or use of the Service shall be deemed as your conclusive acceptance of the modified Terms and Conditions.

The term 'Grameenphone' or 'GP' or 'we' or any other terms related to any 'Product' or 'Service' refers to the owner of the portal 'Grameenphone Limited' whose registered office is at GP House, Bashundhara, Baridhara, Dhaka-1229, Bangladesh. The term 'you' refers to the user or viewer of this web portal.

General Terms

- 1.1 You and your Users who shall access your GP M2M Control Center service and any related software ("Users") must comply with the below clauses (**Control Center Terms of Use**). You acknowledge that all your users' who shall access the GP M2M Control Center service are authorized on and on behalf of you.
- 1.2 The Control Center Terms of Use apply to you and your authorized Users. You must ensure that your authorized Users comply with the Control Center Terms of Use.
- 1.3 Without prejudice to any valid termination rights, we reserve the right to modify the Control Center Terms of Use and will notify you of such changes either by posting a notice on the GP M2M Control Center or by other reasonable notice. Typically, this would generally be necessary to comply with changes in law, telecommunications operator requirements or applicable business custom and practice.
- 1.4 We reserve the right to monitor the GP M2M Control Center service at any and all times to ensure compliance with the Control Center Terms of Use but are not obligated to do so.

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Acceptable use

- 1.5 You are responsible for all of your Users' activity in connection with the GP M2M Control Center service.
- 1.6 You will provide and ensure that each of your Users provides with accurate, complete, and updated registration information. You must ensure that your username and password is protected from unauthorized use.
- 1.7 You and your Users may not:
- (a) select or use as a username a name of another person with the intent to impersonate that person; or
 - (b) use as a username a name subject to any rights of a person other than such User without appropriate authorization.
- 1.8 You and your Users will not use the GP M2M Control Center service or related software in any manner that:
- (a) violates any applicable law, statute, ordinance or regulation, including but not limited to laws and regulations related to export, spamming, privacy, consumer and child protection, obscenity or defamation; or
 - (b) is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or similarly offensive.
- 1.9 You and your Users will not violate or attempt to violate the security of the GP M2M Control Center service, including, without limitation:
- (a) accessing data not intended for such User or logging into a server or account which the User is not authorized to access;
 - (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
 - (c) attempting to interfere with, disrupt or disable service to any third party, host or network, including, without limitation, via means of overloading, "flooding", "mail-bombing" or "crashing";
 - (d) forging any TCP/IP packet header or any part of the header information in any e-mail;
 - (e) taking any action in order to obtain services to which the User is not entitled; or
 - (f) sending any virus, worm, Trojan horse or other harmful code or attachment.

Licence Terms

- 1.10 The Intellectual Property Rights in the GP M2M Control Center service and any hardware or software used in connection with the GP M2M Control Center are and will at all times remain ours.

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- 1.11 We will grant you a non-exclusive license to use the GP M2M Control Center service and related software for your own internal business purposes, and to permit your Users to access the web portal for their own internal business purposes. You must ensure that any User who accesses the web portal also complies with the Control Center Terms of Use.
- 1.12 You and your Users will not use the GP M2M Control Center service or related software in any manner that infringes the Intellectual Property Rights or rights of publicity or privacy or other proprietary rights of third parties.
- 1.13 You and your Users will not, directly or indirectly:
- (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the GP M2M Control Center service or any technology related to the GP M2M Control Center service (“**Technology**”, including documentation);
 - (b) modify, translate, or create derivative works based on the GP M2M Control Center service or Technology;
 - (c) copy (except for reasonable archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the GP M2M Control Center service or Technology;
 - (d) use the GP M2M Control Center service or Technology for timesharing or service bureau purposes or otherwise for the benefit of a third party; or
 - (e) remove any proprietary notices or labels with respect to the GP M2M Control Center service.
- 1.14 You and your Users will not use the GP M2M Control Center service, related software or Technology or access it, as applicable, in order to build a competitive product or service, build a product or service using similar ideas, features, functions or graphics of the GP M2M Control Center service, or copy any ideas, features, functions or graphics of the GP M2M Control Center service.
- 1.15 We retain all rights in the GP M2M Control Center service, related software and technology. No express or implied license to any of our patents are conferred in connection with use of the GP M2M Control Center service and related software.

Unauthorized Use

- 1.16 If a you and your Users become aware of unauthorized use of the Service, you shall notify GP immediately to suspend service by contacting respective Key Account Manager.
- 1.17 You agree that all your Users have certain security obligations with respect to accessing the GP M2M Control Center service and that GP will not be liable for any loss or damage from users failure to comply with these obligations. In particular, you agree that you will:

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- (i) Limit access to the GP M2M Control Center to your authorized Users only;
- (ii) safeguard all usernames, passwords and other access credentials of your GP M2M Control Center account;
- (iii) notify GP immediately if you or your Users believe that the security of your GP M2M Control Center access credentials has been compromised and cooperate in the correction of security issues or resetting of any such access credentials;
- (iv) be responsible for all activities that occur using your access credentials regardless of whether or not such activities were expressly authorized by you.

1.18 GP shall have no liability to you or your Users for any unauthorized use or disclosure of any confidential or personally identifiable information.

Indemnification

1.19 You agree to defend, indemnify, and hold GP, its employees, officers, directors, agents, affiliates and representatives, and any other service provider, harmless from claims or damages relating to the use of the GP M2M Control Center Service by you or your Users.