**TMT ANALYSIS TERMS AND CONDITIONS**

**THE NETWORK INTELLIGENCE TRUSTED DATA SERVICES (“SERVICES”) PROVIDED UNDER THESE TERMS ARE FOR BUSINESS USE ONLY. PLEASE READ THEM CAREFULLY. THESE TERMS AND CONDITIONS ARE INCORPORATED INTO EACH ORDER YOU, THE CUSTOMER, SUBMITS WHICH TMT ANALYSIS (“TMT”) DECIDES TO ACCEPT. EACH ORDER AND THESE TERMS WILL FORM A SEPARATE CONTRACT BETWEEN THE CUSTOMER AND TMT ANALYSIS.**

**THE CUSTOMER WILL INDICATE ITS ACCEPTANCE OF THE CONTRACT BY DOING ONE OR MORE OF THE FOLLOWING OR ALLOWING OR AUTHORIZING A REPRESENTATIVE TO DO ONE OR MORE OF THE FOLLOWING ON ITS BEHALF: (1) CLICKING “I AGREE” OR A SIMILAR AFFIRMATION (AS APPLICABLE) DURING THE ORDERING PROCESS OF ANY TMT SERVICES, OR (2) ACCESSING OR USING TMT’S SERVICES, OR (3) EXECUTING AN ORDER THAT INCORPORATES THESE TERMS.**

**AGREED TERMS**

1. Interpretation & Definitions

**1. 1 Definitions:**

**Affiliate**: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

**Business Day**: any day other than a Saturday, Sunday or public holiday in Romania;

**Charges:** means TMT charges for the provision of the Services specified in the Order or otherwise agreed by the Parties in writing;

**Confidential Information:** means, in respect of each party, all confidential or proprietary information, documents and data of whatever nature, whether disclosed orally, in writing, or by any other means, which relates to a party whether or not designated as confidential or proprietary information but which by its nature is confidential and proprietary and any information designated as confidential or commercially sensitive or which might reasonably be considered as such, including information of each of the parties, relating to the business, products, affairs and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, business data, technical data, source code software and know-how;

**Contract**: these terms and conditions and the Order;

**CP:** means communications provider;

**Customer:** means the individual or business customer (including the representatives of business customers), that orders TMT’s Services under these Terms;

**Data Protection Legislation:** means in relation to each of the parties: (i) the General Data Protection Regulation 2016/679 (the “**GDPR**”) and all data protection legislation applicable in the European Union and the UK, including the UK Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 once in force and applicable; and (ii) for the Customer, also any other applicable data protection legislation.

**Intellectual Property Rights**: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Order:** the Customer order for TMT Services from TMT by any of the means specified in Clause 2 below;

**Outputs:** means the Network Data that TMT makes available to the Customer in relation to Queries via the TMT Platform in accordance with the Contract;

**Permitted Purposes:** means the Customer’s use of the Services including any Outputs for: network billing or rating, call routing, or network maintenance on an aggregated basis;

**Query or Queries:** means the Customer sending a batch of numbers (predominantly mobile) to TMT requesting the Outputs (as specified in the Order or as otherwise agreed by the parties in writing);

**Query Credit:** means the monies that the Customer uploads onto the Customer’s TMT Account to pre-pay for Queries;

**Services:** the services specified in the Order or that TMT agrees to provide to the Customer in writing under the Contract consisting of providing the Outputs to the Customer;

**Services Start Date:** has the meaning given in Clause 2.4;

**TMT:** means TMT Analysis Limited srl, incorporated and registered in Romania with company number 41852190 whose registered office is at Ploiesti, Valeni Street 102, Prahova County, post code 100125, Romania;

**TMT Account**: means the account (including login details), held in the Customer’s name with TMT to access the Services;

**TMT Platform:** means the solution owned, or otherwise licensed to TMT, including the software associated to it, that TMT uses to obtain the Outputs and make them available to the Customer;

**Terms:** means these terms and conditions;

**Territories:** means the territories in respect of which TMT agrees to provide the Query Outputs to the to the Customer; and

**Website:** means TMT website available at <https://www.tmtanalysis.com>

**1.2 Interpretation**

* + 1. Clause headings shall not affect the interpretation of this Contract.
    2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
    3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
    4. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
    5. A reference to a “**party**” is a party to this Contract and together the "**parties”.**

1. Your Order
   1. These Terms are incorporated to each Order. Each Order and these terms will form an independent and separate contract between the Customer and TMT.
   2. These Terms shall apply, to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, in relation to the same or similar subject matter.
   3. The Order constitutes an offer by the Customer to purchase Services in accordance with this Contract. The Customer is responsible for ensuring that the contents of the Order are complete and accurate.
   4. The Order shall only be deemed to be accepted when TMT issues a written acceptance of the Order, at which point the Contract shall come into existence. Subject to the Customer having sufficient Query Credit, or otherwise TMT agreeing in writing to receive payment in arrears for the Services, the ordered Services shall start on the date specified in the Order or otherwise on the date pre-agreed by the parties in writing (“**Services Start Date**”).
   5. Any documentation provided to the Customer by TMT about the Services or made available on the Website, are produced for the sole purpose of giving an approximate idea of the Services referred to in them. They shall not form part of the Contract nor have any contractual force.
2. Grant and Scope of Licence
   1. In consideration of the Customer fully complying with the terms of this Contract, TMT hereby grants to the Customer a limited, non-exclusive, non-sublicensable, non-transferable licence to use the Services, including the Outputs for the Permitted Purposes, during the term of the Contract.
3. Services
   1. The Services provided under the Contract are for business use only, even if the Customer is an individual. To the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, or the Contract with the Customer.
   2. TMT shall use reasonable endeavours to supply the Services in accordance with the Contract and with standard industry practice. TMT shall not be required to provide Outputs in relation to jurisdictions where it does not have access to the necessary network intelligence data required.
   3. TMT may change pricing of the Services on not less than thirty days’ notice, by email or by updating its price list on the website
   4. TMT will give the Customer forty-eight hours’ notice, in the event that TMT decides to stop providing all or a substantial part of the Services.
   5. The Customer shall include in the Order the name of any of the Customer’s Affiliates that may also receive the Services pursuant to this Contract whereby such Affiliates shall also be bound by the Contract. The Customer Warrants that it has any necessary consents and permissions to enter into this Contract on behalf of any of the referred Customer’s Affiliates. Any reference to the Customer under the Contract shall be deemed to include the Customer and such Affiliates. Each of the Customer and its Affiliates shall be jointly and severally liable for their obligations under this Contract.
   6. TMT may revise the terms of this Contract from time to time for reasons such as a technical development, a change in business operations, new or amended or discontinued products or features, or due to a change in applicable laws.
4. Query Credit and Payment
   1. All Charges payable by the Customer under the Contract shall be paid in US $ or EURO € (depending on the currency selected by the Customer to upload Query Credit)$ unless otherwise notified by TMT to the Customer, whether by means of posting on the Website or email notification to the Customer.
   2. Unless TMT agrees otherwise in writing, the Customer shall pay the Charges in advance in accordance with the following:
      1. The Customer shall upload Query Credit into the Customer’s TMT Account;
      2. TMT shall deduct the Charges from the Query Credit for the Services provided under the Contract.
      3. The Customer is entitled to withdraw unused Credit at any time, subject to any TMT administration charges. TMT reserves the right to shut down any account without refund, if there has been no activity on the account for a period of 9 months or the Credit has been less than £40 for 6 consecutive months.
      4. If the Charges exceed the TMT Account balance, the Customer shall upload additional Query Credit into the TMT Account to settle any outstanding Charges and request further Services. TMT may suspend the Services until the Customer has sufficient Query Credit in its Customer TMT Account.
      5. TMT will produce an invoice for the Charges settled against the Credit Query within the periods agreed with the Customer in writing, or otherwise monthly.

* 1. In the event that TMT agrees in writing to receive payment in arrears for any of the Services, TMT may send weekly, quarterly or monthly invoices to the Customer for the Services provided and the Customer shall pay TMT’s invoices within fourteen (14) days of receipt.
  2. If the Customer disputes any invoice or any other amounts due under the Contract the Customer will always do so acting reasonably and in good faith.
  3. If the Customer has a bona fide dispute in relation to the whole or any part of an invoice submitted by TMT, the Customer shall notify TMT of the amount in dispute and the nature of the dispute within thirty (30) days from receipt of the invoice. After such period or in the event a dispute is less than 5% of the invoice value, the invoice shall be deemed to be accepted by the Customer.
  4. Nothing in this Contract shall limit or exclude Customer’s liability to pay the Charges under the Contract.
  5. The Charges will not be deemed to include any applicable taxes or duties, which will be charged separately. In particular, all Charges are exclusive of VAT.
  6. If the Customer fails to make any payment due to TMT under this Contract by the due date for payment, then, without limiting TMT's remedies under this Contract:
     1. TMT may suspend the Services or terminate the Contract with immediate effect by giving written notice to the Customer; and
     2. The Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 7.5% a year.
  7. All amounts due under the Contract by the Customer to TMT shall be paid in full without any set-off, counterclaim, deduction or withholding.

1. Customer Obligations
   1. The Customer shall:
      1. fully comply with all applicable laws including Data Protection Legislation;
      2. fully cooperate with TMT in a timely manner in all matters relating to the Contract to enable TMT to comply with its obligations under the Contract and Customer shall provide any reasonable assistance to TMT that may be necessary for the performance of the Services;
      3. provide to TMT in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required by TMT in connection with the Services and ensure that they are accurate and complete in all material respects;
      4. obtain and maintain all necessary licences, consents and permissions and comply with all relevant legislation as required to enable TMT to provide the Services.
   2. **Account information.** When registering the TMT Account, the Customer is required to provide certain information such as the first name, last name, job title, telephone, work email address of a contact person, company name and registration number, country of incorporation, business sector, business address, VAT number of the Customer, billing telephone number, and username and password (**“Log-in Information”**). The Customer agrees to always provide only accurate, current, and complete registration information and to keep that information updated.
   3. **Changes to/confidentiality of Log-in Information.**The Customer may change its Log-in Information in its TMT Account at any time. The Customer is responsible for maintaining the accuracy of the Log-in Information and the confidentiality of the password.
   4. **Security.** The Customer shall be responsible for keeping the Log-in Information confidential. In the event the Customer becomes aware of or reasonably suspects any breach of security, including without limitation any: loss, theft, unauthorised disclosure or use of any password, the Customer must immediately notify TMT. TMT reserves the right to invalidate the Customer’s password and/or to change the password linked to the TMT Account without notice, if TMT has reason to believe the Customer is in breach of this condition or their Log-in Information has been compromised.
   5. The Customer shall have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the whole or any part of the Services, the TMT Platform, the TMT Software or the Documentation.
   6. The Customer shall not use the Services and the Outputs for (i) any purposes other than the Permitted Purposes; (ii) purposes of promoting unsolicited advertising or sending spam; (iii) promoting any unlawful activity under any applicable law.
   7. The Customer shall not:
      1. sub-license, assign or novate the benefit or burden of any licence granted under the Contract in whole or in part;
      2. deal in any other manner with any or all of its rights and obligations under this Contract, without the prior written consent of TMT.
   8. The Customer shall indemnify TMT from and against any claims, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all fines, penalties, and reasonable legal and other professional costs) suffered or incurred by TMT as a result of any breach of this Clause 6 by the Customer.
2. Trade Marks
   1. The parties may not use any of the registered trade marks, logos, commercial names, Internet domain names or other distinctive sign of the other party (the “**Trade Marks**”), without the other party’s prior written consent. The Customer consents to TMT using the Customer’s Trade Marks in any proposals and/or presentations to third parties or on TMT’s Website, as a mere commercial reference.

1. Warranty
   1. Each party warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Contract.
   2. TMT does not warrant that (a) the Services will be uninterrupted or error-free; nor that the Services, including the Outputs and/or any other information obtained by TMT will meet the Customer’s requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from failures in the transfer of data over communications networks and facilities.
   3. Except as expressly provided herein, TMT excludes all warranties, representations, terms, conditions or other commitments of any kind, whether express or implied, statutory or otherwise, and TMT specifically disclaims all implied warranties, including (without limitation) any warranties, representations, terms, conditions or other commitments of fitness for a particular purpose or of satisfactory quality, in each case, to the maximum extent permitted by applicable law.
2. Limitation 
   1. Nothing in this Contract shall operate to exclude or limit either party’s liability for:
      1. death or personal injury caused by its negligence;
      2. fraud (whether committed by that Party or by a third-party hacking into or otherwise generating traffic or Queries through that Party’s system; or
      3. any other liability which cannot be excluded or limited under applicable law.
   2. TMT shall not be liable under or in connection with this Contract for any:
      1. loss of revenue;
      2. loss of actual or anticipated profits;
      3. loss of contracts;
      4. loss of the use of money;
      5. loss of anticipated savings;
      6. loss of business;
      7. loss of opportunity;
      8. loss of goodwill;
      9. loss of reputation;
      10. loss of, damage to or corruption of data; or
      11. any indirect or consequential loss,

Each of the sub-clauses 9.2(a) and 9.2(k) shall be deemed, and interpreted as, independent of each of the others, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.

* 1. Subject to Clause 9.1 above, TMT's total aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this Contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 75% of the Charges paid by the Customer to TMT under this Contract in that calendar year.
  2. The Customer expressly acknowledges that the Services have not been developed to meet its individual requirements.

1. Term and Termination
   1. This Contract shall commence on the Commencement Date and shall continue indefinitely unless terminated earlier in accordance with this Clause 10 (Term and Termination).
   2. TMT may terminate this Contract or suspend the Services immediately by written notice to the Customer if:
      1. the Customer commits a material or persistent breach of this Contract which the Customer fails to remedy (if remediable) within 14 days after the service of written notice requiring the Customer to do so;
      2. the Customer fails to pay any amounts due to TMT under the Contract by the due date;
      3. an insolvency event occurs in respect of the Customer; or
      4. there is a breach of clause 6.6.
   3. The Customer may terminate this Contract by written notice to TMT if:
      1. TMT commits a material or persistent breach of this Contract which it fails to remedy (if remediable) within 30 days after the service of written notice requiring TMT to do so; and
      2. an insolvency event occurs in respect of TMT.
   4. Upon termination or expiry for any reason:
      1. all rights granted to the Customer under this Contract shall cease; and
      2. the Customer must cease all activities authorised by this Contract.
   5. Termination or expiry of the Contract shall be without prejudice to the respective rights and liabilities of each of the parties accrued prior to such termination or expiry.
   6. On expiry or termination of the Contract the Customer shall pay to TMT amounts due to TMT under the Contract. TMT may submit an invoice, which shall be payable by the Customer within fourteen (14) days of the date of the invoice.
   7. TMT shall reimburse the Customer, subject to deduction of a reasonable administrative charge, on request as soon as reasonably practicable for any Query Credit added to the TMT Account but not used after the termination or expiry of the Contract.
   8. TMT shall be entitled to set-off, deduct or withhold any amounts due by TMT to the Customer under this Contract against any amounts due by the Customer to TMT under the Contract.
   9. On expiry or termination of this Contract, all provisions of this Contract shall cease to have effect, except that any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.
2. Notices
   1. Any notice given to a party under or in connection with this Contract shall be in writing and shall be:
      1. delivered by hand at its registered office (if a company) or its principal place of business (in any other case); or
      2. sent by email to the address notified to the party.
   2. Any notice shall be deemed to have been received:
      1. if delivered by hand, on signature of a delivery receipt; or
      2. if sent by email, at the time of transmission, unless the sender receives an automated message that the email has not been delivered, or, if this time falls outside business hours in the place or receipt, when business hours resume. In this Clause 11, business hours means 9.00am to 5.30pm Monday to Friday on a day that is not a public holiday in the place of receipt.
   3. To be effective, notice of any breach of or termination of the Contract, must prominently state that the notice is a formal notice of breach or termination.
   4. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
3. Data Protection
   1. "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", “**Personal Data Breach**” and "**processing**" have the meanings ascribed to them in the Data Protection Legislation.
   2. The Services do not consist, provide or contain Personal Data. In the unlikely event Personal Data is identified, this clause 12 shall apply. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12.2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
   3. The parties acknowledge that for the purposes of the Data Protection Legislation, TMT and Customer are both independent Data Controllers. TMT operates in accordance with applicable Data Protection Legislation and in accordance with its privacy policy available at [Privacy Policy - TMT Analysis](https://www.tmtanalysis.com/privacy-policy/)
   4. When Customer acts as a Controller Customer shall:
      1. ensure that it has all necessary notices and consents in place to enable lawful processing of Personal Data under the Contract, including giving full information to any data subject whose Personal Data is processed under this Contract in accordance with the requirements under Data Protection Legislation;
      2. ensure that it only process any Personal Data obtained from the Services, in accordance with the Contract and the Permitted Purposes; and
      3. Only transfer Personal Data of data subjects located in the European Economic Area (“EEA”) or the UK outside the EEA or the UK, when there are appropriate safeguards in place in accordance with Data Protection Legislation.
   5. Customer acknowledges and agrees that TMT may use all the Outputs collected through the Services at its sole discretion but always in compliance with applicable laws.
   6. Customer shall indemnify TMT from and against all claims, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all fines, penalties, and reasonable legal and other professional costs) incurred by TMT as a result of any breach by the Customer (or any of its Affiliates) of its obligations under this Clause 12 and/or the Data Protection Legislation.
   7. TMT shall not be responsible for any breach of its obligations under the Data Protection Legislation, to the extent that such breach or liability: (i) is caused or contributed to by the actions or omissions of the Customer or any of its Affiliates (or their suppliers, sub-contractors or customers); (ii) is caused by reasons outside of TMT’s reasonable control; (iii) is a result of TMT providing the Services to the Customer relying on inaccurate, incorrect or incomplete data, instructions or information provided by the Customer or any of its Affiliates (or their suppliers, sub-contractors or customers).
4. Confidentiality
   1. Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
   2. Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers on a need to know basis, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received in terms not less stringent than this clause 13.
   3. The obligations set out in this Clause 13 shall not apply to Confidential Information that the receiving party can demonstrate:
      1. is or has become publicly known other than through breach of this clause 13;
      2. was in the possession of the receiving party prior to disclosure by the other party;

* + 1. was received by the receiving party from an independent third party who has full right of disclosure;
    2. was independently developed by the receiving party; or
    3. was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.
  1. The obligations under this clause 13 will survive for a period of 5 years from the termination or expiration of the Contract.

1. Other Important Terms
   1. TMT may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. You may only transfer your rights or your obligations under this Contract to another person if TMT agrees in writing.
   2. **Third Party Rights**
      1. This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
   3. **Waiver**
      1. A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
      2. If TMT does not insist immediately that the Customer do anything the Customer is required to do under this Contract, or if TMT delays in taking steps against the Customer in respect of the Customer’s breach of the Contract, that will not mean that the Customer does not have to do those things and it will not prevent TMT from taking steps against the Customer at a later date.
   4. **Variation**
      1. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
   5. **Governing Law and Jurisdiction** 
      1. This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.
      2. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.
   6. **Entire Agreement**
      1. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, represent-ations and understandings between them, whether written or oral, relating to its subject matter.
      2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresent-ation based on any statement in this Contract.
   7. **Audits**
      1. Upon providing reasonable prior notice, TMT may audit the Customer’s use of the Services to ensure that the Customer complies with this Contract.
   8. **Force Majeure**
      1. TMT will have no liability to the Customer under this Contract if it is prevented from or delayed in performing its obligations under this Contract, or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control.
   9. **No Partnership**
      1. Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
      2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.