



## eSIM™ Logo Terms of Use

***These Terms were last updated on 15 January 2018 and supersede any previous terms and conditions***

### **Acceptance of the Terms of Use**

These terms of use are entered into by and between You (“**eSIM Logo User**”) and the GSM Association (“**GSMA**”, “**we**” or “**us**”). The following terms and conditions (“**Terms of Use**”), govern your use of **eSIM™ Logo**.

Please read the Terms of Use carefully before you start to use the eSIM™ Logo. **By using the eSIM™ Logo, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use you must not access or use the eSIM™ Logo.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all use of the eSIM™ Logo thereafter. Your continued use of the eSIM™ Logo following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Your Comments and Concerns**

The eSIM™ Logo is owned by the GSM Association, located at 25 Walbrook, London, EC4N 8AF, United Kingdom.

All notices of copyright infringement claims should be sent to [eSIMTeam@gsma.com](mailto:eSIMTeam@gsma.com)

All other feedback, comments, requests for technical support and other communications relating to the eSIM™ Logo should be directed to [eSIMTeam@gsma.com](mailto:eSIMTeam@gsma.com)

**Whereas**, GSMA are the proprietors of the eSIM™ Logo, as set out in eSIM Logo Guidelines and grants the right to use the eSIM™ Logo to eSIM™ Logo User strictly on these Terms of Use.

**Whereas** You wish to use the eSIM™ Logo as a self-declaration you meet the GSMA SGP 23 (RSP Test Specifications) and GSMA SGP 24 (RSP Compliance Process) specifications (“**eSIM Logo Requirements**”), in all respects.

## **1. Grant of rights**

- 1.1. Upon, (i) registration of your required details, and (ii) clicking to confirm acceptance of these Terms of Use, the Terms of Use shall be effective from that date (“**eSIM Terms of Use Effective Date**”).
- 1.2. Subject to these Terms of Use, GSMA, as of the eSIM Terms of Use Effective Date, grants to the eSIM Logo User a royalty free, non-exclusive, non-transferable, worldwide licence to use the eSIM™ Logo, as reproduced in the eSIM Logo Guidelines, for the Term, in connection with marketing, advertising, and promotion of products and services which meet the eSIM Logo Requirements, and no other activities.
- 1.3. The duration of this Terms of Use shall be determined by either (i) the duration of the eSIM Logo program, at GSMA’s sole discretion, or (ii) the duration of conformity of the eSIM Logo User with the eSIM Logo Requirements, as it may be updated from time to time (“**Term**”). In the event, the eSIM Logo User does not fully comply with this Terms of Use, unless the eSIM Logo User can correct their non-compliance within a reasonable period, as determined by GSMA in our sole discretion, the rights granted herein are immediately revoked and the eSIM Logo User, at its sole cost, must (i) immediately cease any use or advertising regarding the eSIM™ Logo, and (ii) take reasonable steps to insure that its agents, resellers and other distributors immediately cease use eSIM Logo.
- 1.4. eSIM™ Logo User acknowledges that this Terms of Use does not transfer or convey to eSIM™ Logo User ownership of, or any rights in, any of the eSIM™ Logo, except as expressly set forth herein. Use of the eSIM™ Logo by eSIM™ Logo User shall inure solely to the benefit of GSMA, as owner of all rights in and to the eSIM™ Logo. Upon termination of this Terms of Use, no monetary amounts shall be assigned as attributable to any goodwill associated with eSIM™ Logo User's use of the eSIM™ Logo.
- 1.5. This Terms of Use and the rights granted hereunder shall be personal to eSIM™ Logo User and shall not be assigned, transferred, sold, pledged, divided or made subject to any lien, charge, security interest or encumbrance of any kind.
- 1.6. GSMA shall have the right to assign this Terms of Use, at any time during the term hereof, to any other entity that succeeds GSMA in its function as the proprietor of the eSIM™ Logo.

## **2. Terms of use**

- 2.1. The eSIM™ Logo User shall only use the eSIM™ Logo in the manner set out in the eSIM Logo Guidelines, as may be updated from time to time.
- 2.2. The eSIM™ Logo User shall not use the eSIM™ Logo with any other mark, name, word, logo, symbol or device unless in a manner permitted in the eSIM Logo Guidelines or with the express prior written consent of the GSMA, which consent, if given, shall be deemed to include a requirement and agreement that each trade mark is separated from each other so that each

- appears to be a trade mark in its own right distinct from the other.
- 2.3. eSIM Logo Users shall not use, or make application for the registration of marks similar or identical to the eSIM™ Logo on products and services which meet the eSIM Logo Requirements. Any eSIM™ Logo User wishing to register the eSIM™ Logo outside of the European Union may apply to the GSMA to register it as a trademark in the country(ies) concerned, subject to the eSIM Logo User being willing to fund this application. GSMA will provide cost quotations on request.
  - 2.4. Except as expressly provided in this Terms of Use, nothing shall operate to grant the eSIM™ Logo User, and the eSIM™ Logo User shall not obtain, any rights, title or interest in or to the eSIM™ Logo.
  - 2.5. The eSIM™ Logo User shall ensure that all references to the eSIM™ Logo are accompanied by the “™” symbol.
  - 2.6. The eSIM™ Logo User shall use its best endeavors to prevent the eSIM™ Logo becoming generic, losing its distinctiveness, becoming liable to mislead the public or being detrimental to or inconsistent with the goodwill, image or reputation of the GSMA.
  - 2.7. The eSIM™ Logo User shall not commit or omit any act, or pursue a course of conduct during the Term of this Terms of Use which might in the GSMA sole discretion:
    - (a) bring the eSIM™ Logo into disrepute;
    - (b) damage the goodwill or reputation attaching to the eSIM™ Logo;
    - (c) prejudice the validity or enforceability of the eSIM™ Logo;
    - (d) dilute or reduce the value or strength of the eSIM™ Logo; or
    - (e) distort or damage the image associated with the eSIM™ Logo.
  - 2.8. If it is found that any goods or services supplied, or intended to be supplied, under the eSIM™ Logo are not in conformity with any of the eSIM™ Logo User’s obligations under this Terms of Use, the GSMA shall have the right in its sole discretion to give written notice to the eSIM™ Logo User to that effect and the eSIM™ Logo User shall cease supplying or remedy the defect in any non-conforming goods or services within 14 (fourteen) working days or immediately cease use of the eSIM™ Logo.
  - 2.9. eSIM Logo User is not permitted to sub-licence any rights granted under these Terms of Use. eSIM Logo User shall direct third parties who wish to use the eSIM™ Logo to <https://www.gsma.com/rsp/esim-logo/> where such third party may register and accept the eSIM Terms of Use.
  - 2.10. If eSIM Logo User receives a cease and desist letter or similar third party communication that objects specifically to eSIM Logo User’s use of the eSIM™ Logo and/or demands that eSIM Logo User cease use of the eSIM™ Logo (“Cease and Desist Notification”), then as soon as reasonably practicable upon receipt of the Cease and Desist Notification by eSIM Logo User, eSIM Logo User shall (i) send a copy of such communication to GSMA and (ii) cease all use of the eSIM™ Logo or, at GSMA’s sole option and direction, amend its use of the eSIM™ Logo in such manner as to obviate the third party objection and make the use non-infringing.
  - 2.11. Nothing in this Terms of Use shall be construed as imposing on GSMA an obligation to take any action to protect its intellectual property rights or other interests in the eSIM™ Logo. Furthermore, eSIM™ Logo User acknowledges that GSMA has no obligation to bring any actions for unauthorized use or infringement of the eSIM™ Logo. Notwithstanding the foregoing, eSIM™ Logo User will notify GSMA immediately should it learn of any such unauthorized use or infringement by any entity. If GSMA does not assume full control over the defense of a claim, then subject to obtaining prior written approval from GSMA, the eSIM Logo User may at its own expense, instigate a claim or assume the defence of any suit or

action that challenges or concerns the validity of any right granted by GSMA hereunder, in a manner that does not adversely prejudice any of the rights of GSMA to the eSIM™ Logo or that are granted in this Terms of Use. eSIM Logo User shall not settle any such claim without GSMA's prior written consent.

### **3. General**

- 3.1. THE GSMA MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALUE OR UTILITY OF THE eSIM™ LOGO. eSIM LOGO USER ACCEPTS THE eSIM™ LOGO "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUALITY, ACCURACY, COMPLETENESS, TITLE OR QUIET ENJOYMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY THE PARTIES.
- 3.2. eSIM™ Logo User acknowledges and agrees GSMA are an independent third party to eSIM Logo User and their use of the eSIM™ Logo is solely the responsibility of the eSIM Logo User and for information only. Consequently, neither GSMA nor any of its members, affiliates or their respective agents, directors, employees, information providers, licensors, licensees, officers and/or affiliates shall be responsible or liable for (i) any acts or omissions of eSIM™ Logo User, (ii) any alleged third party reliance on eSIM™ Logo or (iii) any claim against the eSIM Logo User in relation to the eSIM™ Logo. As such, eSIM™ Logo User agrees to fully and finally settle such matter (irrespective if brought against the eSIM Logo User or the GSMA) from its own funds without any recourse to the GSMA.
- 3.3. GSMA shall not be liable to the eSIM Logo User in respect of any event of default for loss of profits, goodwill, business opportunity, data or revenue or any type of special, indirect or consequential loss (including loss or damage suffered as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the relevant party had been advised of the possibility of the other party incurring the same.
- 3.4. GSMA hereby reserves all rights not expressly granted by this Terms of Use. Such reserved rights are the sole and exclusive property of GSMA.
- 3.5. The Terms of Use constitute the sole and entire agreement between you and GSMA with respect to the eSIM™ Logo and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the eSIM™ Logo.
- 3.6. This Terms of Use shall be governed and construed, and any matters relating to this Terms of Use shall be decided according to the laws of England and Wales and that all disputes between the parties hereto arising out of or in connection with the interpretation or execution of this Terms of Use shall be finally settled by the courts of England and Wales; and each party to this Terms of Use hereby irrevocably consents to the exclusive jurisdiction of such courts.