



NB-IoT™ Logo Terms of Use

These Terms were last updated on 20 November 2017 and supersede any previous terms and conditions

Acceptance of the Terms of Use

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

Please read the Terms of Use carefully before you start to use the NB-IoT™ Logo. **By using the NB-IoT™ 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 NB-IoT™ 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 NB-IoT™ Logo thereafter. Your continued use of the NB-IoT™ 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 NB-IoT™ 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 iot@gsma.com.

All other feedback, comments, requests for technical support and other communications relating to the NB-IoT™ Logo should be directed to: iot@gsma.com.

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

Whereas You wish to use the NB-IoT™ Logo as a self-declaration you meet the 3GPP NB-IoT 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 (“**NB-IoT Terms of Use Effective Date**”).
- 1.2. Subject to these Terms of Use, GSMA, as of the NB-IoT Terms of Use Effective Date, grants to the NB-IoT Logo User a royalty free, non-exclusive, worldwide licence to use the NB-IoT™ Logo, as reproduced in the NB-IoT Brand Guidelines, for the Term, in connection with marketing, advertising, and promotion of products and services which meet the 3GPP NB-IoT specification, and no other activities.
- 1.3. The duration of this Terms of Use depends on the duration of conformity of the NB-IoT Logo User with, the 3GPP NB-IoT specification, as it may be updated from time to time (“**Term**”). In the event, the NB-IoT Logo User does not fully comply with this Terms of Use, unless the NB-IoT 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 NB-IoT Logo User, at its sole cost, must (i) immediately cease any use or advertising regarding the NB-IoT™ Logo, and (ii) take reasonable steps to insure that its agents, resellers and other distributors immediately cease use NB-IoT Logo.

2. Terms of use

- 2.1. The NB-IoT™ Logo User shall not use the NB-IoT™ Logo with any other mark, name, word, logo, symbol or device unless given 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.
- 2.2. NB-IoT Logo Users shall not use, or make application for the registration of, marks similar/identical the NB-IoT™ Logo.
- 2.3. The NB-IoT™ Logo User shall only use the NB-IoT™ Logo in the manner set out in the NB-IoT Brand Guidelines, as may be updated from time to time.
- 2.4. Except as expressly provided in this Terms of Use, nothing shall operate to grant the NB-IoT™ Logo User, and the NB-IoT™ Logo User shall not obtain, any rights, title or interest in or to the NB-IoT™ Logo.
- 2.5. The NB-IoT™ Logo User shall ensure that all references to the NB-IoT™ Logo are accompanied by the “™” symbol.
- 2.6. The NB-IoT™ Logo User shall use its best endeavors to prevent the NB-IoT™ 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 NB-IoT™ 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 NB-IoT™ Logo into disrepute;
- (b) damage the goodwill or reputation attaching to the NB-IoT™ Logo;
- (c) prejudice the validity or enforceability of the NB-IoT™ Logo;
- (d) dilute or reduce the value or strength of the NB-IoT™ Logo; or
- (e) distort or damage the image associated with the NB-IoT™ Logo.

- 2.8. If it is found that any goods or services supplied, or intended to be supplied, under the NB-IoT™ Logo are not in conformity with any of the NB-IoT™ 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 NB-IoT™ Logo User to that effect and the NB-IoT™ 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 NB-IoT™ Logo.
- 2.9. NB-IoT Logo User is not permitted to sub-licence any rights granted under these Terms of Use. NB-IoT Logo User shall direct third parties who wish to use the NB-IoT™ Logo to <https://www.gsma.com/iot/nb-iot-logo-download-pack/> where such third party may register and accept the NB-IoT Terms of Use.

3. General

- 3.1. GSMA warrants that it is the owner of the NB-IoT™ Logo as set out in as set out in NB-IoT Brand Guidelines. THE GSMA MAKES NO OTHER REPRESENTATION OR WARRANTY AS TO THE VALUE OR UTILITY OF THE NB-IoT™ LOGO. LICENSEE ACCEPTS THE NB-IoT™ 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. Neither party shall be liable to the other 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.
- 3.3. NB-IoT™ Logo User acknowledges and agrees GSMA are an independent third party to NB-IoT™ Logo User and as such neither GSMA nor any of its affiliates or their respective agents, directors, employees, information providers, licensors, licensees, officers and/or affiliates shall be responsible or liable for any acts or omissions of NB-IoT™ Logo User. Consequently, NB-IoT™ Logo User agree to indemnify and hold GSMA harmless in relation to all liabilities, costs, expenses, damages and losses suffered or incurred by GSMA in connection with your use of the NB-IoT™ Logo in any manner other than in strict accordance with these Terms of Use.
- 3.4. NB-IoT™ Logo User acknowledges that this Terms of Use does not transfer or convey to NB-IoT™ Logo User ownership of, or any rights in, any of the NB-IoT™ Logo, except as expressly set forth herein. Use of the NB-IoT™ Logo by NB-IoT™ Logo User shall inure solely to the benefit of GSMA, as owner of all rights in and to the NB-IoT™ Logo. Upon termination of this Terms of Use, no monetary amounts shall be assigned as attributable to any goodwill associated with NB-IoT™ Logo User's use of the NB-IoT™ Logo.
- 3.5. GSMA hereby reserves all rights not expressly granted by this Terms of Use. Such reserved rights are the sole and exclusive property of GSMA.

- 3.6. 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 NB-IoT™ Logo. Furthermore, NB-IoT™ Logo User acknowledges that GSMA has no obligation to bring any actions for unauthorized use or infringement of the NB-IoT™ Logo. Notwithstanding the foregoing, NB-IoT™ Logo User will notify GSMA immediately should it learn of any such unauthorized use or infringement by any entity. GSMA shall have the option, but not the obligation, at its own expense, to assume the defence of any suit or action brought against NB-IoT™ Logo User that challenges or concerns the validity of any right granted by GSMA hereunder. GSMA shall be entitled to all proceeds resulting from any such suit or action.
- 3.7. This Terms of Use and the rights granted hereunder shall be personal to NB-IoT™ 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.
- 3.8. 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 NB-IoT™ Logo.
- 3.9. The Terms of Use constitute the sole and entire agreement between you and GSMA with respect to the NB-IoT™ Logo and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the NB-IoT™ Logo.
- 3.10. 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.