



## LTE-M Logo Terms of Use

***These Terms were last updated on 5 February 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 (“**LTE-M Logo User**”) and the GSM Association (“**GSMA**”, “**we**” or “**us**”). The following terms and conditions (“**Terms of Use**”), govern your use of **LTE-M Logo**.

Please read the Terms of Use carefully before you start to use the LTE-M Logo. **By using the LTE-M 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 LTE-M 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 LTE-M Logo thereafter. Your continued use of the LTE-M 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 LTE-M Logo is designed 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](mailto:iot@gsma.com).

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

**Whereas**, GSMA are the designers of the LTE-M Logo, as set out in LTE-M Brand Guidelines and grants the right to use the LTE-M Logo to LTE-M Logo User strictly on these Terms of Use.

**Whereas** You wish to use the LTE-M Logo as a self-declaration you meet the 3GPP LTE-M 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 ("**LTE-M Terms of Use Effective Date**").
- 1.2. Subject to these Terms of Use, GSMA, as of the LTE-M Terms of Use Effective Date, grants to the LTE-M Logo User a royalty free, non-exclusive, worldwide licence to use the LTE-M Logo, as reproduced in the LTE-M Brand Guidelines, for the Term, in connection with marketing, advertising, and promotion of products and services which meet the 3GPP LTE-M specification, and no other activities.
- 1.3. The duration of this Terms of Use shall be determined by either (i) the duration of the LTE-M Logo program, at GSMA's sole discretion, or (ii) duration of conformity of the LTE-M Logo User with, the 3GPP LTE-M specification, as it may be updated from time to time by 3GPP ("**Term**"). In the event that either, (i) the LTE-M Logo program is terminated by written notice, subject to the term of compliance in any such termination notice; or (ii) the LTE-M Logo User does not fully comply with this Terms of Use, unless the LTE-M 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 LTE-M Logo User, at its sole cost, must (i) immediately cease any use or advertising regarding the LTE-M Logo, and (ii) take reasonable steps to insure that its agents, resellers and other distributors immediately cease use LTE-M Logo.

## **2. Terms of use**

- 2.1. The LTE-M Logo User shall not use the LTE-M 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. LTE-M Logo Users shall not use, or make application for the registration of, marks similar/identical the LTE-M Logo.
- 2.3. The LTE-M Logo User shall only use the LTE-M Logo in the manner set out in the LTE-M Brand Guidelines, as may be updated from time to time.
- 2.4. Nothing shall operate to grant the LTE-M Logo User, and the LTE-M Logo User shall not obtain, any rights, title or interest in or to the LTE-M Logo.
- 2.5. The LTE-M Logo User shall use its best endeavours to prevent the LTE-M 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.
- 2.6. The LTE-M 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:

- (a) bring the LTE-M Logo into disrepute;
  - (b) damage the goodwill or reputation attaching to the LTE-M Logo;
  - (c) prejudice the validity or enforceability of the LTE-M Logo;
  - (d) dilute or reduce the value or strength of the LTE-M Logo; or
  - (e) distort or damage the image associated with the LTE-M Logo.
- 2.7. If it is found that any goods or services supplied, or intended to be supplied, under the LTE-M Logo are not in conformity with any of the LTE-M 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 LTE-M Logo User to that effect and the LTE-M 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 LTE-M Logo.
- 2.8. LTE-M Logo User is not permitted to sub-license any rights granted under these Terms of Use. LTE-M Logo User shall direct third parties who wish to use the LTE-M Logo to <https://www.gsma.com/iot/lte-m-logo/> where such third party may register and accept the LTE-M Terms of Use.
- 2.9. If LTE-M Logo User receives a cease and desist letter or similar third party communication that objects specifically to Licensee's use of the LTE-M Logo and/or demands that Licensee cease use of the LTE-M Logo ("Cease and Desist Notification") LTE-M Logo User shall immediately send a copy of such communication to GSMA immediately. Also upon receipt of the Cease and Desist Notification by GSMA, GSMA shall notify the LTE-M Logo User as soon as practicable. Upon any such receipt of a Cease and Desist Notification the LTE-M Logo User shall cease all use of the LTE-M Logo or, at GSMA's sole option and direction, amend its use of the LTE-M Logo in such manner as to obviate the third party objection and make the use non-infringing.

### **3. General**

- 3.1. THE GSMA MAKES NO OTHER REPRESENTATION OR WARRANTY AS TO THE VALUE OR UTILITY OF THE CERTIFICATE OF COMPLIANCE LOGO. LICENSEE ACCEPTS THE LTE-M 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. LTE-M Logo User acknowledges and agrees GSMA are an independent third party to LTE-M 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 LTE-M Logo User. Consequently, LTE-M 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 LTE-M Logo in any manner other than in strict accordance with these Terms of Use.
- 3.4. LTE-M Logo User acknowledges that this Terms of Use does not transfer or convey to LTE-M Logo User ownership of, or any rights in, any of the LTE-M Logo, except as expressly set forth

herein. Upon termination of this Terms of Use, no monetary amounts shall be assigned as attributable to any goodwill associated with LTE-M Logo User's use of the LTE-M 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 the LTE-M Logo. Furthermore, LTE-M Logo User acknowledges that GSMA has no obligation to bring any actions for unauthorized use or infringement of the LTE-M Logo. Notwithstanding the foregoing, LTE-M Logo User will notify GSMA immediately should it learn of any such unauthorized use or infringement by any entity.
- 3.7. This Terms of Use and the rights granted hereunder shall be personal to LTE-M 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 LTE-M Logo.
- 3.9. The Terms of Use constitute the sole and entire agreement between you and GSMA with respect to the LTE-M Logo and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the LTE-M 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.