Software Services

Terms and Conditions

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1. Terms of Service

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter “You” or “Your”) AND METRICELL LIMITED (hereinafter “Metricell”) GOVERNING YOUR USE OF METRICELL’S SUITE OF WEB TOOLS AND APPLICATION SOFTWARE (“SmartTools”).

Parts of this Agreement

This Agreement consists of the following terms and conditions (hereinafter the “General Terms”) and terms and conditions, if any, specific to use of individual Services (hereinafter the “Service Specific Terms”). The General Terms and Service Specific Terms are collectively referred to as the “Terms”. In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to the General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service. You can accept the Terms by checking a checkbox or clicking on a button indicating your acceptance of the terms or by actually using the Services.

Description of Service

Metricell provides a suite of web tools and application software for measurement, collection, integration, visualisation, analysis and reporting on telecom and related datasets. You may use the Services for your personal and business use or for internal business purpose in the organisation that you represent.
Note when uploading and sharing data through the services, the data may be stored and subject to the same data protection available with the services.

For Services requiring digital access, you may connect to the Services using any supported web browser. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services. You can create and edit content with your user account and if you choose to do so, you can publish and share such content for which you have the sharing rights.

Subscription to Beta Service

Metricell may offer certain Services as closed or open beta services ("Beta Service" or “Beta Services”) for the purpose of testing and evaluation. You agree that Metricell has the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. Metricell will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to any Beta Service. Metricell reserves the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that Metricell will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

Modification of Terms of Service

Metricell may modify the Terms upon notice to you at any time through a service announcement or by sending email to your primary email address. If Metricell makes significant changes to the Terms that affect your rights, you will be provided with at least 3 days advance notice of the changes by email to your primary email address. You may terminate your use of the Services by providing Metricell notice by email within 30 days of being notified of the availability of the modified Terms if the Terms are modified in a manner that substantially affects your rights in connection with use of the Services. In the event of such termination and depending on the nature of your service contract, you may be entitled to a prorated refund of the unused portion of any prepaid fees. Your continued use of the Service after the effective date of any change to the Terms will be deemed to be your agreement to the modified Terms.

User Sign Up Obligation

You need to sign up for a user account by providing all required information in order to access or use the Services. If you represent an organisation and wish to use the Services for corporate internal use, Metricell recommends that you, and all other users from your organisation, sign up for user accounts by providing your corporate contact information. In particular, Metricell recommends that you use your corporate email address. You agree to: a) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if Metricell has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Metricell may terminate your user account and refuse current or future use of any or all of the Services.

Organisation Accounts and Administrators

When you sign up for an account for your organisation you may specify one or more administrators. The administrators will have the right to configure the Services based on your requirements and manage end users in your organisation account. If your organisation account is created and configured on your behalf by a third party, it is likely that such third party has assumed administrator role for your organisation. Make sure that you enter into a suitable agreement with such third party specifying such party's roles and restrictions as an administrator of your organisation account.

You are responsible for i) ensuring confidentiality of your organisation account password, ii) appointing competent individuals as administrators for managing your organisation account, and iii) ensuring that all activities that occur in connection with your organisation account comply with this Agreement. You understand that Metricell is not responsible for account administration and internal management of the Services for you.

You are responsible for taking necessary steps for ensuring that your organisation does not lose control of the administrator accounts. You may specify a process to be followed for recovering control in the event of such loss of control of the administrator accounts by sending an email to support@metricell.com, provided that the process is acceptable to Metricell. In the absence of any specified administrator account recovery process, Metricell may provide control of an administrator account to an individual providing proof satisfactory to Metricell demonstrating authorisation to act on behalf of the organisation. You agree not to hold Metricell liable for the consequences of any action taken by Metricell in good faith in this regard.

Personal Information and Privacy

Personal information you provide to Metricell through the Service is governed by Metricell's Privacy Policy. Your election to use the Service indicates your acceptance of the terms of Metricell's Privacy Policy. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to support@metricell.com or by calling us on any of the numbers listed on https://www.metricell.com/contact-us. Metricell is not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorised access and/or use of your user account, or otherwise.

See Section 3 of this document for our full privacy policy.

Communications from Metricell

The Service may include certain communications from Metricell, such as service announcements, product release information, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from Metricell. However, you will not be able to opt-out from receiving service announcements and administrative messages.

Complaints

If we receive a complaint from any person against you with respect to your activities as part of use of the Services, we will forward the complaint to the primary email address of your user account. You must respond to the complainant directly within 10 days of receiving the complaint forwarded by us and copy Metricell in the communication. If you do not respond to the complainant within 10 days from the date of our email to you, we may disclose your name and contact information to the complainant for enabling the complainant to take legal action against you. You understand that your failure to respond to the forwarded complaint within the 10 days' time limit will be construed as your consent to disclosure of your name and contact information by Metricell to the complainant.

Fees and Payments

The Services are available under an agreed set of commercial terms that should include relevant details including payment terms, minimum duration, renewal and cancellation. Depending on usage terms, the services may be monitored to determine the activation of usage terms.

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer the Services or otherwise make it available to any third party; (ii) provide any service based on the Services without prior written permission; (iii) use the third party links to sites without agreeing to their website terms & conditions; (iv) post links to third party sites or use their logo, company name, etc. without their prior written permission; (v) publish any personal or confidential information belonging to any person or entity without obtaining consent from such person or entity; (vi) use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of Metricell; (vii) violate any applicable local, state, national or international law; and (viii) create a false identity to mislead any person as to the identity or origin of any communication.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", “phishing” or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

Inactive User Account Policy

Inactive user accounts, during the commercial agreement, will be handled in line with the policy agreed per customer.

We reserve the right to terminate unpaid user accounts that are inactive for any continuous period after the end of the commercial agreement. In the event of such termination, all data associated with such user account will continue to be subject to our data security policy. We reserve the right to delete any data of a user account that has been terminated. We will provide you prior notice of such termination and option to back-up your data. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active. In case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

Data Ownership

All Intellectual Property created in the tool is owned by Metricell. By using the Services, you agree that Metricell has the permission to access, copy, distribute, store, transmit, reformat, publicly display, and publicly perform such content as required as part of the normal provision of the Services.

User Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorisation or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that Metricell will have the right to block access to or remove such

content made available by you if Metricell receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by Metricell for this purpose.
For the procedure relating to complaints of illegality or infringement of third party rights in content transmitted or published using the Services, please contact support@metricell.com.
If you wish to protest any blocking or removal of content by Metricell, you may do so by contacting support@metricell.com.

Sample Files and Applications

Metricell may provide sample files and applications for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. Metricell makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files and applications.

Trademark

Metricell, Metricell logo, the names of individual Services and their logos are trademarks of Metricell Limited. You agree not to display or use, in any manner, the Metricell trademarks, without Metricell's prior permission.

Disclaimer of Warranties

You expressly understand and agree that the use of the services is at your sole risk. The services are provided on an as-is-and-as-available basis. Metricell expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Metricell makes no warranty that the services will be uninterrupted, timely, secure, or error free. Use of any material downloaded or obtained through the use of the services shall be at your own discretion and risk and you will be solely responsible for any damage to your computer system, mobile telephone, wireless device or data that results from the use of the services or the download of any such material. No advice or information, whether written or oral, obtained by you from Metricell, its employees or representatives shall create any warranty not expressly stated in the terms.

Limitation of Liability

You agree that Metricell shall, in no event, be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever or for loss of business profits, business interruption, computer failure, loss of business information, or other loss arising out of or caused by your use of or inability to use the service, even if Metricell has been advised of the possibility of such damage. In no event shall Metricell's entire liability to you in respect of any service, whether direct or indirect, exceed the fees paid by you towards such service.

Indemnification

You agree to indemnify and hold harmless Metricell, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorised by Metricell.

Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled under English law. Notwithstanding anything to the contrary, Metricell may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to support@metricell.com within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request.

In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Terms and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. You have the right to terminate your user account if Metricell breaches its obligations under these Terms and in such event, you may be entitled to limited refund of any prepaid fees as agreed in the commercial terms. Termination of user account may include denial of access to all Services, deletion of information in your user account such as your email address and password and deletion of all data in your user account.

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this Agreement, please contact us at support@metricell.com.

2. GDPR – Status and Processes

What is GDPR?

GDPR is an EU-wide privacy and data protection law that gives individuals more control over their personal data. It applies when anyone processes the personal data of EU residents, regardless of the location of the person/entity performing the processing. The GDPR is relevant to any globally operating company and not just EU-based businesses and EU residents. GDPR became enforceable on **25th May 2018**.

What is personal data?

Personal data is classified as anything that can help identify an individual.

GDPR includes a broad spectrum of information that could be used on its own, or in combination with other pieces of information, to identify a person. Personal data extends beyond a person's name or email address. Some examples include financial information, political opinions, genetic data, biometric data, IP addresses, physical address, sexual orientation, and ethnicity.

Who does GDPR apply to?

GDPR applies to any organisation that works with the personal data of EU residents. This law introduces new obligations for data processors while clearly stating the accountability of data controllers.

Where does GDPR apply?

This law doesn't have territorial boundaries. It doesn't matter where your organisation is from — if you process the personal data of subjects of the EU, you come under the jurisdiction of the law.

Who are the key stakeholders?

- Data subject - A natural person residing in the EU who is the subject of the data
- Data controller - Determines the purpose and means of processing the data
- Data processor - Processes data on the instructions of the controller
- Supervisory authorities - Public authorities who monitor the application of the regulation

What are the key changes from the previous regulations?

- **New & enhanced rights for data subjects**: This law gives an individual the right to exercise complete authority over their personal data. Some of the rights highlighted in the regulation are:
- **Explicit consent:** Data subjects must be informed about how their personal data will be processed. Organisations must make it as easy for data subjects to withdraw their consent as it is to grant it.
- **Right to access:** At any point in time, the data subject can ask the controller what personal data is being stored or retained about him/her.

- **Right to be forgotten:** The data subject can request the controller to remove their personal information from the controller's systems.
- **Processor obligations:** GDPR has raised the bar for the responsibilities and liabilities of data processors as well. Processors must be able to demonstrate compliance with the GDPR and they must follow the data controller's instructions.
- **Data Protection Officer:** Organisations may need to appoint a staff member or external service provider who is responsible for overseeing GDPR, general privacy management compliance and data protection practices.
- **Privacy Impact Assessments (PIA):** Organisations must conduct privacy impact assessments of their large-scale data processing to minimize the risks and identify measures to mitigate them.
- **Breach notification:** Controllers must notify the stakeholders (the supervisory authority, and where applicable, the data subjects) within 72 hours of becoming aware of a breach.
- **Data portability:** The controller must be able to provide data subjects with a copy of their personal data in machine readable format. If possible, they must be able to transfer the data to another controller.

What are the lawful bases the data controller can use to process customer data?

- The data controller can choose from six data processing bases. These are:
- **Contract** - This applies when you need to process the customer's personal data to fulfill your contractual obligations, or to take some action based on the customer's request (e.g. sending a quote or invoice).
- **Legal Obligation** - This applies when you have to comply with an obligation under any applicable law (e.g. providing information in response to valid requests, such as an investigation by an authority).
- **Vital Interests** - This applies to urgent matters of life and death, especially with regards to health data.
- **Public Task** - This applies to activities of public authorities.
- **Legitimate Interests** - Legitimate interests can include commercial interests, such as direct marketing, individual interests, or broader societal benefits. The controller must document and keep a record of decisions on legitimate interests in the form of a Legitimate Interests Assessment.
- **Consent** - Consent is also a lawful basis to process data. Consent of the data subject means "any freely given, specific, informed, and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her."

What is LIA?

LIA stands for Legitimate Interests Assessment. It specifies the reason an organisation wants to process a customer's personal data. The organisation must also conduct an LIA to show that the processing is necessary.

Does GDPR require EU personal data to stay in the EU?

No, GDPR does not require EU personal data to stay in the EU, nor does it place any new restrictions on transfers of personal data outside the EU. Our data processing addendum, which references the European Commission’s model clauses, will continue to help our customers facilitate transfers of EU personal data outside of the EU.

What steps have Metricell taken to comply with GDPR?

- Awareness has been raised across the company so all employees are aware of GDPR and how to comply.
- Relevant employees have been trained on the appropriate ways to handle data.
- Marketing processes have been assessed against the requirements of the GDPR and appropriate steps have been taken so that subscribers have control over their data that is held by Metricell.
- Relevant policies and guidelines have been updated to reflect the changes made in relation to the GDPR.
- We have performed a clean-up of our marketing databases before the GDPR became enforceable to ensure that our databases have the latest and most accurate information. Accounts that were dormant or had been terminated have been expunged from our system. All contacts under GDPR laws have been given the choice to be removed entirely from our systems.
- Customers will be notified of any breach within 72 hours of Metricell becoming aware. For incidents specific to certain individuals, we will notify the concerned party through their contact details.
- For general incidents, notifications will be communicated through our digital channels as appropriate.

Where can I find additional resources on GDPR?

- **Find your supervisory authority** - http://gdprandyou.ie/resources
- **EU Data Protection Supervisor** - https://edps.europa.eu
- **Website of EU GDPR** - https://www.eugdpr.org/
- **Rules for businesses and organisations** - https://ec.europa.eu/commission/priorities/justice-and-fundamental-rights/data-protection/2018-reform-eu-data-protection-rules_en
- **Your organisation's guide to GDPR -** https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/
- **Note:** Metricell is not responsible for the content in these pages.

3. Data Privacy Policy

Privacy Notice

This notice discloses the privacy practices for www.metricell.com and is served by: Metricell Ltd which is headquartered at The Big Blue, 26 Foundry Lane, Horsham, West Sussex, RH13 5PX, UK.
The following describes how we govern the privacy of site visitors, our compliance with GDPR, what you need to know in regards to files and downloads, our cookie policy, and email practices.
It also sets out crucial information on your data including what we mean by "your data", how we use it and your options for customising our use of it whether through unsubscribing, changing what communications you receive, and your right to be forgotten.
We detail your data control in the "Your Control Over Your Data" section including:
1. What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. The security procedures in place to protect the misuse of your information.
4. How you can see/correct/update any inaccuracies in the information we have for you.

Information Collection, Use and Sharing

We are the sole owners of the information collected on this site. We, and only we, have the means to collect and access information that you voluntarily supply to us digitally. We will not sell or rent this information to anyone. This data is only collected to communicate information about our products and services to you and you retain the right to have us delete it for you and cease communications to you at any point.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organisation, other than as necessary to fulfil your request, e.g. to ship an order, assist you with a problem, or anything that requires assistance from outside the commercial team. Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

External Website Links and Third Parties

This website does contain links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information. We cannot guarantee or verify the contents of any externally linked website despite our best efforts. Users should therefore note they click on external links at their own risk and we cannot be held liable for any damages or implications caused by visiting any external links mentioned.

Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information (such as your email address, phone number, name and job title) that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and identifying "https" at the beginning of the address of the Web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees within our sales and marketing commercial division are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment. Your data may be stored in our email marketing platform. You can find more information on data security within this context in the section "Email Marketing List & Marketing Messages."

If you feel that we are not maintaining viable levels of security or have any concerns, you should contact us immediately via telephone at +44 (0) 1403 251 494 or via email at support@metricell.com.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via support@metricell.com or the phone number listed on our website.
Your data will always remain your data. We strongly uphold your 'Right To Be Forgotten' and also provide you with the capabilities to customise frequency level and type of communications you receive from Metricell.
If you have any concerns over your data, it's use, or our handling of it, please get in touch with us at support@metricell.com.
At any point, you can get in touch with us about the following:
- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

Email Mailing List and Marketing Messages

We operate an email mailing list program, used to inform subscribers about products, services and/or news we supply/publish. Users can subscribe through an online automated process where they have given their explicit permission. Subscriber personal details are collected, processed, managed and stored in accordance with the regulations named in the practices above. Subscribers can unsubscribe at any time through an automated online service, or if not available, other means as detailed in the footer of sent marketing messages. The type and content of marketing messages subscribers receive, and if it may contain third party content, is clearly outlined at the point of subscription.
Email marketing messages may contain tracking beacons / tracked clickable links or similar server technologies in order to track subscriber activity within email marketing messages. Where used, such marketing messages may record a range of subscriber data relating to engagement, geographic, demographics and already stored subscriber data.

Downloads and Media Files

Any downloadable documents, files or media made available on this website are provided to users at their own risk. While all precautions have been undertaken to ensure only genuine downloads are available users are advised to verify their authenticity using third party antivirus software or similar applications.
We accept no responsibility for third party downloads and downloads provided by external third party websites and advise users to verify their authenticity using third party antivirus software or similar applications.

About Metricell

Metricell is on a mission to deliver connectivity. We work with our customers to design, deliver and manage wireless communication networks – with a shared ambition of achieving flawless network experience. We've been responsible for many first-to-market products, and our technology is characterised by the relentless pursuit of automation and digitalisation.

Our geospatial intelligence tools traverse a wide variety of business processes – from Test & Measurement to Customer Experience Management – and we're pioneers in Crowdsourcing and Digital Self Care. Our technology is today in use by a range of customers; thousands of their personnel; and millions of subscribers worldwide.

Find out more at www.metricell.com

